

COLLECTIVE AGREEMENT

Between:

**THE CORPORATION OF THE TOWN OF
WASAGA BEACH**

(hereinafter called the "Employer")

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3115**

(hereinafter called the "Union")

EXPIRY OF AGREEMENT: December 31, 2027

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ARTICLE 1 – PURPOSE

- 1.01 Whereas it is the desire of both parties to this Agreement to maintain and develop the relationship between the Corporation of the Town of Wasaga Beach and the members of the Canadian Union of Public Employees, Local 3115 and to promote co-operation and understanding between the Corporation and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and efficiency of operations and to promote morale and well-being of all employees included in the bargaining unit represented by the Union.

Therefore, to implement the foregoing, the parties mutually covenant and agree to the following articles and appendices.

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer acknowledges the Union as the sole bargaining agent for all employees of the Corporation of the Town of Wasaga Beach in the Town of Wasaga Beach, save and except foreperson, persons above the rank of foreperson, office, clerical and technical staff, fire department and students employed during the school vacation period.
- 2.02 It is recognized that the Corporation of the Town of Wasaga Beach is responsible for the safety, health, comfort and general welfare of its citizens. Therefore, the Union agrees that it will, to the best of its ability, assist in the continued maintenance of services essential to the welfare and safety of the residents subject to the *Ontario Labour Relations Act* with regard to legal strikes.
- 2.03 **No Other Agreements**
- No employee shall, except with concurrence of the Union, be required, or permitted to make a written or verbal agreement with the Employer or their representatives. Under no circumstances may an employee by-pass any provision of this Collective Agreement by taking their problems directly to the Council of the Municipality, or to any member of that Council.
- 2.04 The Employer agrees to provide employment data to the Union on a monthly basis, of hiring or change of status of an employee eligible for membership in the bargaining unit.
- 2.05 Management shall not perform, contract, sub-contract, transfer or assign to any non-member, work regularly performed by the bargaining unit except in cases when all members are actively working (with the exception of approved leave and WSIB related absences) or in a safety and/or emergency situation.

- 2.06 The Corporation agrees there shall be no layoff or reduction in hours of any permanent employees during the term of the Collective Agreement provided the employee meets the minimum requirements of their classification.

ARTICLE 3 – DISCRIMINATION

3.01 No Discrimination

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

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 That the Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency;
 - b) hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline, employees covered under this Agreement, provided that a claim of discriminatory promotion, demotion or transfer or a claim that any such employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as provided herein;
 - c) manage the operations and undertaking of the Corporation, and, without restricting the generality of the foregoing, to select, install and require the operation of any equipment, plant and machinery which the Corporation, in its discretion, considers desirable for the efficient or economical carrying out of the operations and undertakings of the Town;
 - d) make, enforce and alter from time to time, rules and regulations to be observed by the employees, provided such rules and regulations are posted, and a copy is provided to the Union.
- 4.02 The Employer agrees that the exercise of the above rights shall be in a manner that is consistent with the terms of this Agreement.
- 4.03 The Employer agrees to discuss with the Union any changes to departmental restructuring and/or the methods through which services are to be provided which may affect job security or which affect their present job duties.

ARTICLE 5 – UNION SECURITY

- 5.01 During the term of this Agreement all present members shall, as a condition of continuing employment, remain members in good standing of the Union according to the Constitution and By-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union prior to the completion of the probationary period with the Employer.

ARTICLE 6 – NO STRIKES OR LOCK-OUTS

- 6.01 During the life of this agreement, the Union agrees that there will be no strike and the Employer agrees that there will be no lockout.

The terms “strike” and “lockout” shall have the meanings given them in the *Labour Relations Act of Ontario*.

ARTICLE 7 – DEDUCTION OF UNION DUES

- 7.01 The Employer shall deduct from the pay of all employees covered by this Agreement, as a condition of employment, on each bi-weekly pay of each calendar month, including vacation pay, whatever sum may from time to time be authorized by the Union as regular dues, and shall remit same prior to the middle of the following month to the National Secretary-Treasurer of the Union, National Office, 1375 St. Laurent Boulevard, Ottawa, Ontario, K1G 0Z7, accompanied by a list of names and amount of all employees from whose wages the deductions have been made.

The Employer shall also provide with each remittance, a list of all additions and deletions of employees within a local for that month.

7.02 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the Union dues paid by each member of the bargaining unit in the previous year.

- 7.03 In consideration of this deduction and forwarding service with the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the collection and forwarding of these deductions.

ARTICLE 8 – THE EMPLOYER AND THE UNION SHALL ACQUAINT THE NEW EMPLOYEES

- 8.01 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and shall give new employees the name of the Executive and a copy of the current Collective Agreement as provided by the Union. The Union shall provide the Employer by email, with an updated list of Executive members within seven (7) days of any changes.

8.02 A representative of the Union shall be given an opportunity to meet with each new employee, including casual employees, within regular working hours, without loss of pay, for a maximum of one-half (1/2) hour during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 9 – LABOUR MANAGEMENT RELATIONS

9.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer, without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

The Union and/or Management shall be informed in writing within seven (7) working days of any changes to the above lists.

9.02 (a) Bargaining Committee

A Bargaining Committee shall be elected and consist of not more than five (5) members of the Union. The Union will advise the Employer of the union nominees to the Committee.

(b) Function of Bargaining Committee

This Committee will meet at times mutually agreed by both parties to discuss renewals and/or modifications to this Agreement.

(c) Time Off for Meetings

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer shall have the privilege of attending Bargaining Committee meetings, up to and including the mediation process without loss of basic pay.

9.03 National Representative

The Union shall have the privilege at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Employer shall also have the privilege to special assistance when dealing with the Union. The parties assume their own respective responsibility with respect to the exercise of this privilege.

9.04 **Leave for Union Business**

The Union acknowledges that Union Officers, and members of committees have their regular duties to perform on behalf of the Employer. Such persons shall not absent themselves from their work in order to deal with grievances of employees or for other Union business without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably denied. In accordance with this understanding the Employer shall not make any deduction for such employees for the time lost from regular scheduled hours of work provided:

- (a) the time spent is in respect to grievances or Union business with the Town;
- (b) the time spent is devoted to the prompt handling of the matter;
- (c) the Employer reserves the right to limit such time if it deems the time so taken to be excessive;
- (d) Subject to Article 9.04 (c), all time spent in grievance meetings with the Employer shall be considered time worked.

9.05 **Health and Safety Committee**

Co-operation on Safety

The Union and the Employer acknowledge their mutual and respective obligations under the Occupational Health and Safety Act 1978, as amended from time to time, to provide safe working conditions.

Pursuant to the Act, a Joint Health and safety Committee (JHSC) will be established by the Town, of which this bargaining unit will have two members. The powers of the committee are as outlined in the JHSC Terms of Reference.

9.06 **Labour Management Committee**

- (a) A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The committee shall enjoy the full support of both parties in the interest of improved service to the public.

- (b) **Function of Committee**

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.

- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings
- 6) Resolve previous Labour Management issues.

(c) **Meetings of Committee**

The Committee shall meet twice annually or as required at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee during regular working hours.

(d) **Chairperson of the Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

(e) **Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and electronically exchanged by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall receive an electronic copy of the minutes within ten (10) working days following the meeting.

The Union shall insure that all Union Employees are made aware that the Labour/Management meeting minutes have been posted.

(f) **Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.07 **Union Bulletin Board**

The Employer shall provide a Bulletin Board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of

meetings, and such other notices as may be of interest to the employees. The posting of material on such bulletin board will be subject to the prior approval of management which approval will not be unreasonably withheld.

ARTICLE 10 – SENIORITY

- 10.01 (a) Seniority is defined as length of continued service with the Corporation from the most recent date of employment including service before certification of the Union.

For Full-Time Employees, seniority shall be calculated from the last date of hire. For Part-Time Employees, seniority shall be calculated based on hours worked.

For clarity, 2080 hours worked is equivalent to one (1) year of service. No employee shall accumulate more than 2080 hours towards seniority per year. The Employer will maintain separate Full and Part-Time seniority lists. Seniority shall operate on a bargaining unit wide basis.

- (b) Probation applies to a new employee that has joined the organization. An employee will be considered on probation for the first three (3) months worked and will have no seniority rights during that period, except as it applies to overtime as per (d) below. After three (3) months worked, their seniority shall date back to the day which is three (3) months prior to the three (3) months completed.
- (c) During the probationary period, an employee shall be considered as being employed on a trial basis and discipline, discharge and layoff shall be at the discretion of the Employer, subject to the employee's rights pursuant to the provisions of the *Labour Relations Act of Ontario*. The employee may be discharged for lesser standard than just cause.
- (d) Overtime will only be offered to probationary employees that possess the qualifications and skills, after all employees with higher seniority in their respective classification have been offered the opportunity to work.
- 10.02 A seniority list shall be compiled by the Employer and revised each (6) months; a copy of the list will be posted and a copy given to the local Union. An employee may challenge their position on the seniority list within ten (10) working days after the list has been posted; thereafter, action taken by the Employer in accordance with the list shall be deemed to be proper.
- 10.03 An employee shall be considered to have lost their seniority and shall be deemed terminated for any of the following reasons:
- (a) If the employee resigns or retires;
- (b) If the employee is discharged and the discharge is not reversed through the Grievance Procedure;

- (c) If any employee has been absent for three (3) consecutive working days without having notified directly, their foreperson or supervisor, unless it was not reasonably possible for them to do so;
- (d) If any employee is laid off and fails to return to work within ten (10) working days after being notified by registered mail to their last known address on the Employer's records;
- (e) If an employee fails to return to work after the Workplace Safety and Insurance Board classifies the employee fit to return to their full regular duties or modified duties approved by the Workplace Safety & Insurance Board unless the employee is actively appealing the Workplace Safety & Insurance Board order.
- (f) If any employee overstays a leave of absence granted by the Employer in writing and does not secure an extension of such leave, unless it was not reasonably possible for them to do so;
- (g) If laid off for more than twelve (12) months.

10.04 Transfers and Seniority outside the Bargaining Unit

- (a) No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall continue to accumulate seniority for a period not to exceed eighteen (18) months from the date of transfer.
- (b) After eighteen (18) months the transfer shall be deemed to be permanent.

ARTICLE 11 – PROMOTIONS AND STAFF CHANGES

11.01 (a) Job Postings

When a permanent vacancy occurs, or a new permanent position is created within the bargaining unit, the Employer shall post notice of the position on Department bulletin boards, for seven (7) working days following the day of the posting with a copy to the President, and Shop Steward of Local 3115, in order that all members will know about the position and be able to make written application. Postings for all vacancies in the Facilities Department will list the Facility that the vacancy has occurred. This will be considered their home location; it is understood that they may be asked to cover at another location to satisfy the needs of the department.

Promotions up to the next classification will be based on the employee attaining the education, licensing, if required, and years of service requirements as outlined in that specific classification (see Schedule A).

When a temporary position (i.e 4 to 8-month contacts) is available with the bargaining unit, the Employer shall post the position internally and externally for

seven (7) working days, with initial consideration given to internal qualified candidates.

- (b) No new employee will be hired to fill any permanent vacancy unless no qualified employee applies;
- (c) The Corporation agrees to fill temporary vacancies with employees from the bargaining unit who have expressed an interest subject to reasonable ability and educational requirements;
- (d) New employees and existing employees transferring to new positions will be responsible for the provision of a driver's license abstract, criminal record check or other similar documentation when requested by the Corporation. The employee shall provide proof of such documents when requested by the Corporation. The Employer shall pay for such documents for existing employees whereas new employees will be responsible for the cost of the initial request.

11.02 **Job Posting Information**

Such notice shall contain the following information:

- a) Title of position;
- b) Qualifications including required knowledge and education;
- c) Primary job duties;
- d) Wage or salary, rate or range;
- e) Date of issue;
- f) Final date by which application must be received.

11.03 In making promotions, the following factors will be considered:

- A. Qualifications
- B. Seniority

- (a) Where qualifications are relatively equal, seniority will govern. The term "Qualifications" means such factors relating to relevant job performance as skill, competence, efficiency, ability, reliability, education, training, safety record and experience with the Employer to perform the required duties.
- (b) An employee will be promoted to the position of Roads 2 as the result of a job posting and the successful testing of an applicant from the established Roads 2 Operator in Training pool, as administered by the Town, on the following pieces of equipment:

- 1. Grader
- 2. Gradall
- 3. Back Hoe
- 4. Loader

11.04 When assignments are to be made as Temporary Transfers as outlined in Article 22.03, in excess of six (6) continuous hours, clause 11.03 above shall also govern. Grievances involving the selection for temporary assignments for a period of less than ten (10) working days will not proceed to arbitration but instead will be discussed at a final step meeting with a Union Representative and the CAO or Director of Human Resources, the latter whom will then make a final and binding determination.

11.05 **Trial Period**

Trial periods are applied to existing employees that permanently transfer or are promoted into a new job. The successful applicant shall be notified following the end of the posting period. Conditional on satisfactory service, the employee shall be declared confirmed in the promotion after a period of two (2) months, or less time if mutually agreed upon by the employer, union and employee.

If during a two (2) month trial period, the successful applicant proves unsatisfactory or is unable to perform duties of the new job classification, or they decide they dislike the trial position, they shall be returned to their former position and hourly rate without loss of seniority or salary.

ARTICLE 12 – LAYOFF AND RECALL PROCEDURE

12.01 It is recognized that job security should increase in proportion to length of service with the Employer. In the event of a layoff, which is expected to exceed three (3) consecutive working days, after probationary employees, permanent employees shall be laid off in the reverse order of their seniority providing the remaining employees are qualified to do the remaining work. Employees shall be recalled in the order of their seniority provided they are qualified to do the work.

12.02 **Notice of Layoff**

The Employer shall notify permanent employees who are to be laid off for a period in excess of six (6) continuous weeks at least ten (10) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) full days after notice of layoff, they shall be paid in lieu of work for that part of ten (10) days during which work was not made available. In the event a greater period of notice is required by legislation such greater period of notice or pay in lieu shall be given.

12.03 **Grievance on Layoffs**

Grievances concerning layoffs not made in accordance with this article shall be initiated at Step 3 of Clause 14.03, Grievance Procedure.

ARTICLE 13 – DISCHARGE, SUSPENSIONS AND DISCIPLINE

13.01 A claim by an employee who has completed their probationary period that they have been suspended or discharged without just cause shall be treated as a grievance if a written statement of such statement is lodged with the C.A.O. and Director of Human Resources at Step No. 2 of the Grievance Procedure within five (5) working days following the day of receipt of written reasons for the suspension or discharge.

13.02 Such grievance may be settled by:

- (a) Confirming the Employer's action in suspending/discharging the employee;
- (b) Reinstating the employee with compensation for time lost; or
- (c) Any other arrangement which is just and equitable in the opinion of the conferring parties or Board of Arbitration.

13.03 When an employee is given a written warning, a copy will be provided to the Union for informational purposes.

If an employee is required to attend a meeting with the Employer that the employee reasonably feels may result or conclude in disciplinary action, the employee shall have the right to obtain union representation. The Employer shall have no more than two (2) representatives and an HR representative attending such meeting.

The foregoing actions must be taken by the Employer within eight (8) working days following the day of the Employer becoming aware of the facts upon which the Employer warrants its disciplinary action unless an extension is agreed to in writing.

An employee may be placed on leave with pay pending the investigation of a serious infraction. The length of such investigation shall not be punitive and shall be conducted thoroughly and expediently.

When an employee is given a letter of discipline, a copy will be provided to the Union for informational purposes and a record placed in the employee file.

The parties agree that the purpose of discipline is corrective and are committed to the principles of progressive discipline. The following outlines the general progression of discipline:

Verbal Warning: Management will meet with the staff member, explain the policy/procedure infraction, provide counselling on how to improve the behavior and provide next steps if the behavior is not corrected.

Written Warning: If the behavior is not corrected or is repeated within a reasonable time frame following the verbal warning the employee will receive a written warning.

Suspension Without Pay: If the behavior or action is not corrected or is repeated following Step Two, then the staff member will be placed on leave without pay for a period of one (1) to three (3) days.

Suspension Without Pay: If the behavior or action is not corrected or is repeated following Step Three, then the staff member will be placed on leave without pay for a period of four (4) days or more.

Termination: If the behavior is not corrected at Step Four, and all other methods of counselling have failed, the employee will be terminated with cause. Documentation of termination shall be provided in writing to the employee and union.

13.04 **Employee File**

- a) An official file of each employee's career with the Corporation shall be maintained under the control of the Town Administration. This file will contain a record of such things as anniversary date, promotions, permanent transfers, discipline, including copies of disciplinary letters, which have been sent to the Union. This will be the only file to be used for grievance purposes.
- b) An employee shall have the right to review this file. An employee shall not alter, destroy or remove any document or page contained therein, but shall be allowed a copy of any document contained therein and the right to respond in writing to any document contained therein.
- c) Any discipline that has been on an employee's file for more than twenty-four (24) months shall be removed from the file upon request. If the employee has failed to request that it be removed, it shall still be considered expired and not be relied upon by the Town in assessing discipline.

13.05 Where an employee is suspended or terminated without prior notice, written reasons for the culminating incident will be provided by the Employer reasonably promptly and in no event more than seven (7) working days, following the day of disciplinary action.

13.06 An employee may file a grievance against any act of discipline as provided in Article 14.

ARTICLE 14 – GRIEVANCE PROCEDURE

- 14.01 (a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint members of the bargaining unit as Officers, whose duties shall be to assist any union member in preparing and presenting their grievance in accordance with the grievance procedure.
- (b) The Employer shall not be required to acknowledge the authority of any such Union Officer unless it has had prior written confirmation from the Union of their position. Furthermore, the Union shall appoint no more than two grievance officers with either of whom the Employer may be obliged to deal pursuant to the grievance procedure.

14.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

14.03 **Settling of Grievance**

It is the mutual desire of the parties that employee complaints be heard, dealt with and resolved as quickly as possible. The parties recognize the need for an orderly and speedy procedure for dealing with employee inquiries and for handling complaints and grievances.

Step No. 1 **Employee Consultation**

An employee has no grievance until they have first given their immediate foreperson/supervisor an opportunity to adjust their complaint. If an employee has a complaint, they shall discuss it with their immediate foreperson/supervisor, with or without the assistance of a Union representative, within five (5) working days after the day of the circumstances giving rise to the complaint having originated or occurred. When the complaint is related to pay or payroll, the five (5) day period will apply as soon as the employee receives their pay notice. The foreperson/supervisor will respond verbally with five (5) working days.

Failing settlement, it may then be taken up as a grievance within five (5) working days following the advice of the immediate foreperson/supervisor's decision in the following manner and sequence.

All grievances shall be in writing on a form supplied by the union and signed by the employee having such grievance.

Written grievance to be valid, shall set out the nature of the grievance, the Article or Articles alleged to have been violated, and the nature of the remedy sought and shall not be subject to change in the later steps except by mutual agreement in writing with the employer.

Working days do not include Saturday, Sunday and statutory holidays.

Step No. 2 Within five (5) working days following the foreperson/supervisor's decision, the aggrieved employee, together with a representative of the Union Grievance Committee shall submit the grievance in writing to the appropriate Manager. The Union may request a meeting with the Manager and a representative of Human Resources.

The Manager will deliver their decision in writing within five (5) working days following the day of discussion of the grievance. Failing settlement, Step 3 may be invoked.

Step No. 3 Within five (5) working days following the day of the decision under Step No. 2, the Union Grievance Committee may request a meeting with the Department Head and a representative of Human Resources, by advising, in writing, of the Union's disagreement with the Employer's Step No. 2 response. The National Representative of the Union shall be present at this meeting. The Department Head will discuss the grievance with the Union Representative and the grievor and will deliver their decision in writing within five (5) working days following the date of that meeting.

14.04 Failing settlement under Step No. 3, the grievance may be submitted to mediation/arbitration in accordance with Article 15. If no written request for arbitration is received from the Union's Grievance Committee within fifteen (15) working days following the day of the decision under Step No. 3 is received, it shall be deemed to have been settled and not eligible for arbitration.

14.05 A grievance submitted at Step 3 of the grievance procedure, in accordance with Article 12.03 or 13.06, must be submitted within five (5) working days following the day of circumstances giving rise to the complaint occurred.

14.06 All agreements reached under the Grievance procedure between the representative of the Corporation and the representatives of the Union will be final and binding upon the Employer, Union and the employee(s).

14.07 Where no answer is given within the time limits specified in the Grievance procedure, the employee(s) concerned, and the Union shall be entitled to submit the grievance to the next step of the Grievance Procedure.

14.08 Any grievance instituted by the Employer or where a dispute involving a question of general application or interpretation occurs, or where a group of employees, or the Union, has a grievance on which an individual could not grieve, Step 1 and 2 of the Grievance Procedure may be by-passed providing such grievance is filed in writing within ten (10) working days following the day of the circumstances giving rise to the grievance.

14.09 Failing a satisfactory settlement in this process either party reserves the right to proceed to arbitration.

ARTICLE 15 – ARBITRATION

15.01 (a) Any dispute or grievance which has been carried through all of the required stages of the Grievance Procedure, as outlined in Article 14, and which has not been settled, may be referred to a Board of Arbitration at the request in writing of either of the parties hereto, at any time within fifteen (15) working days following the day of the decision given at Step No. 3. Either party can request that the grievance be heard by a single arbitrator, but this must be agreed to by both parties.

- (b) Within five (5) working days thereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.
 - (c) The two so named shall within seven (7) working days, select a third person to act as Chairman on the Board of Arbitration but should they not do so within the seven (7) working days, then either party may apply to the Minister of Labour of Ontario to appoint a person to be Chairman.
 - (d) If no such written request for arbitration is received within the time limits, or, if any of the time limits set out in this article or in the article relating to Grievance Procedure have not been complied with by the grieving party, then the grievance shall be deemed abandoned.
- 15.02 Each of the parties to this agreement will bear all the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairman.
- 15.03 The time limits fixed in both the grievance and arbitration procedures, may be extended by mutual consent, confirmed in writing by the parties to this agreement.
- 15.04 The decision of the Board of Arbitration or a majority thereof, shall be binding on both parties and where there is no majority the decision of the Chairman shall be binding on both parties.
- 15.05 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms of this Agreement.
- 15.06 The parties acknowledge that either party may apply for arbitration pursuant to the provisions of the *Ontario Labour Relations Act* as an alternative to the referral to a Board of Arbitration.

ARTICLE 16 – HOLIDAYS

- 16.01 All permanent employees shall receive the following holidays with pay providing the employees have worked the regularly scheduled working day before and the regularly scheduled working day following the holiday except where an employee is expressly excused from work on one or both of those days with consent of their Manager. Recognized holidays with pay are:

New Year's Day	National Day for Truth and Reconciliation
Family Day	Remembrance Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday (first Monday in August)
Labour Day	

One-half day before Christmas Day and one-half day before New Year's Day.

Any and all additional paid holidays declared by the Provincial or Federal level of government will be in addition to those named above.

16.02 When any one of the above noted holidays falls on a Saturday or Sunday and the department is closed and, are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement. If the department is open, the holiday shall be observed on the Saturday or Sunday.

16.03 Employees who are on shift work and whose regular day off falls on a holiday, shall be entitled to a paid floater day, which must be taken within two (2) months at a time that is mutually agreed upon.

Employees who are on shift work, whose scheduled shift falls on a holiday and they work that holiday, they may apply for a day's holiday pay or, alternatively may elect a paid floater day, which must be taken with two (2) months at a time that is mutually agreed upon.

16.04 If an employee works on any of the designated paid holidays set out in Article 16, they shall be paid for all hours worked on the holiday at the rate of two times (2) their regular hourly rate in addition to their holiday pay as set out in Article 16.

ARTICLE 17 – VACATIONS

17.01 (a) The vacation year for the purposes of this Agreement shall be the same as the calendar year, that is January 1 to December 31.

(b) An employee's 1st Anniversary date for the purposes of vacation pursuant to these provisions shall be January 1 of the calendar year immediately following the year in which they were hired.

17.02 Vacation Entitlement

(a) In the first year of employment, vacation is calculated and earned on the basis of one day's vacation for each full month worked from the date of employment to December 31st of that year, to a maximum of ten (10) working days' vacation.

(b) Subject to 17.02 (a) an employee's earned vacation and vacation pay will be determined in accordance with the following schedule:

(c)	Anniversary Date	Maximum Vacation Earned Up to the Anniversary Date and Allowed in the Vacation Year commencing with the Anniversary Date <u>January 1st</u>	Vacation pay earned in the twelve months preceding the Anniversary Date as a <u>Percentage (%) of Wages</u>
		COLUMN 1 per 17.02 a, 17.02b	COLUMN 2 per 17.02d
	1 st Anniversary		4%
	2 nd Anniversary	2 Weeks	4%
	4 th Anniversary	3 Weeks	6%
	8 th Anniversary	4 Weeks	6% + 1 normal week's wages
	15 th Anniversary	5 Weeks	6% + 2 normal week's wages
	23 rd Anniversary	6 Weeks	6% + 3 normal week's wages
	28 th Anniversary	7 Weeks	6% + 4 normal week's wages

(d) "Wages" shall have the same meaning as given to it in the *Employment Standards Act of Ontario*.

(e) An employee leaving the employ of the Corporation shall be paid their vacation in accordance with column two (2) of the schedule.
Vacation Pay shall be paid upon taking vacation.

17.03 (a) Newly hired employees entitled to vacation under Article 17.02 (a) may take their earned vacation after three (3) months of employment and prior to January 1st following the first anniversary year.

(b) Vacation time is earned the year before it may be utilized. Vacation entitlements for the full year (Jan to Dec) will appear in all permanent full-time vacation banks in January of each year. When an employee reaches the required anniversary date they will receive their increased vacation allotment the following January.

(c) Vacation not taken within the year earned shall not be accumulated, but may be held over only into the next year subject to the following specific limitations:

- (i) an employee may request to carry-over up to a maximum of three (3) weeks' vacation to be taken by April 1, of that next year;
- (ii) the employee's request must be in writing, submitted no later than October 31st, and specify the requested dates, which shall be concluded by April 1st of the following year;
- (iii) requests submitted in the designated manner will be given due consideration by the Employer. The Employer will exercise its discretion to grant or

refuse the request and will respond in writing within three (3) weeks of receipts. Such requests shall be granted on a seniority basis not on a first come first serve basis.

- (iv) Notwithstanding the above, upon request, an employee shall be paid for the unused portion of vacation.

- 17.04 (a) (i) Requests for preferred vacation dates shall be submitted via the HRIS (Time and Attendance System) by January 31st and confirmed by February 28th. Employees seeking time off in January or February must submit requests by November 30th of the previous year.

All requests shall be dealt with on a seniority basis. Vacation requests shall be entertained for a minimum of one-half (1/2) working day only, subject to management's discretion.

- (ii) For the purpose of this clause, a half (1/2) day is determined as either the work hours prior to and including the lunch break, or the lunch break and the work hours following the lunch break.
- (b) In scheduling vacation, the Employer shall ensure that operational requirements are met and that a sufficient number of qualified employees are available to provide the required level of service. The Employer will allow a maximum of six (6) Roads employees; two (2) Water employees, one (1) Mechanic, two (2) Park employees and one (1) Facilities employee per site to be on vacation at the same time. Additional staff may be permitted to take vacation at the same time, subject to operational requirements. No denial of vacation requests will be made in an arbitrary manner.
- (c) Posted vacation schedules may not be changed without the prior consent of both parties.
- (d) Any vacation requests that exceed two (2) weeks/ten (10) days shall be brought forward for approval with the respective Department Head to review the special circumstances of the request. Two (2) months prior notice of the vacation request that exceeds two (2) weeks/ten (10) days will be required.

17.05 Subject to Article 17.03, in the event of a conflict arising between two or more employees as to when they take their vacation, the most senior employee shall have the preference, subject to Article 17.04, provided such requests are submitted by January 31st. After such date vacations will be allocated on a first come, first serve basis.

17.06 If a holiday, as provided in Article 16.01 falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay on a date mutually agreed. Where possible, such day will be added to the employee's vacation. Failing agreement, the Employer may schedule such day or pay an additional day's pay.

17.07 An employee terminating employment, at any time, in the vacation year prior to using their vacation, shall be entitled to payment of wages in lieu of such vacation prior to termination, in accordance with Article 17.02, pro-rated to their service in that year.

ARTICLE 18 – BENEFIT PLANS

18.01 For the duration of this Agreement, the Employer agrees to pay 100% of the premiums for the following insurance coverage for all permanent and probationary employees:

i) Ontario Health Payroll Tax

ii) **Extended Health Benefits**

- Single or family coverage, of an Extended Health Care Plan
- coverage prescription drugs
- semi-private hospital coverage
- Eye Care Rider providing maximum reimbursement of \$500.00 every twenty-four (24) months for glasses, contacts or laser treatment for each insured person at ratification; increase to \$550.00 effective January 1, 2026; increase to \$600.00 effective January 1, 2027.
- Employer agrees to pay 100% for an eye examination every twenty-four (24) months.
- Laser treatment every two (2) years permitted. Submit the same invoice to the max until the invoice is paid in full.
- Paramedical Coverage, massage, chiropractor, osteopath, chiropodist or podiatrist \$500.00 maximum per person per year for each service.
- Speech Therapy \$500.00 per person, per year for speech therapy.
- Hearing aids -\$750.00 every five (5) years on ratification.
- Psychological benefit - \$1,000.00/year.

iii) Life Insurance Policy providing a benefit equal to twice an employee's base annual salary plus an accidental death and dismemberment benefit (A.D. & D.) equal to twice the employee's basic annual salary, with the maximum of \$300,000. Also, dependent coverage where applicable. Optional life insurance coverage is available up to a maximum of \$500,000.00 for spouse, \$25,000.00 for children, subject to the terms of the insurer.

iv) **Dental Plan**

Single or family coverage, a dental plan equivalent to present plan in effect (current O.D.A. rates). Included shall be an additional benefit covering denture initial placements and replacement once every five years for each insured person at 50% co-insurance. Also included is dental pit and fissure sealants on routine dental treatment. Orthodontic coverage at 50% co-payment (lifetime maximum of \$2,250.00 on ratification; increase to \$2,500.00 effective January 1, 2026; increase to \$3,000.00 effective January 1, 2027). Major Dental coverage (bridges, caps,

crowns, implants) at 50% co-payment with a yearly maximum of \$2,200.00 effective January 1, 2026, per person.

v) Short Term Disability Insurance – weekly maximum of \$3,000.00

Long Term Disability Insurance – 70% of monthly earnings (monthly maximum \$6,000.00)

vi) Upon retirement, all employees qualified to receive an unreduced pension under OMERS (and who have completed five (5) years of fulltime services with the Town of Wasaga Beach) shall continue to receive all benefits within the Corporation of the Town of Wasaga Beach Group Insurance Plan in effect at the time of retirement until age 65. In the event of a redirected employee's death before age 65 their spouse (spouse identified on OMERS pension Plan) shall continue to receive all benefits until such time they turn 65, remarry, or live common-law. Premiums will continue to be paid for by the Corporation.

When the employee reaches ages 65 these plans or a portion thereof may be kept in effect and be maintained by the Corporation upon receipt of 100% of the cost of the plan being paid by the employee.

Early retiree benefits to include all benefits excluding STD, LTD and Life coverage.

vii) Smoking cessation assistance through one of the Town's Employee Assistance Plan providers that deal with addictions.

18.02 All permanent and probationary employees shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.) plan, which provides for a 2% final average basic pension benefit, or such other benefits as may apply if the employee does not remain in Municipal Service until their retirement.

18.03 The Employer's obligation with respect to benefit plans is solely to pay the prescribed premiums as required of the Employer so that the policies are maintained in full force and effect. In no event shall the Employer be liable as if an insurer to pay the actual benefit.

ARTICLE 19 – SICK LEAVE

19.01 (a) Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to employees on the basis hereinafter set forth. If an employee reports to work at the regular time and becomes ill or is late reporting because of illness, a deduction will be made per complete hour missed.

(b) Full-time employees shall be granted sick leave to a maximum of seven (7) days per year, non-accumulative and pro-rated for the calendar year, however, an employee shall be allowed to carry-over a maximum of three (3) sick days which

have been earned in a previous year. An employee will not be entitled to receive any payment for banked sick days upon leaving the employ of the Town.

- (c) No sick leave with pay shall be allowed during an employee's probationary period. Where an employee becomes eligible for benefits during a calendar year, they shall be entitled to a proportionate number of sick days' leave of absence.
 - (d) An employee who is unable to report to work because of sickness shall notify their immediate supervisor or department head one (1) hour prior to commencement of their normal starting time. Should the employee not be able to return to work after a lunch break, thirty (30) minutes notice shall be provided. If neither are available, the employee may advise the Secretary who will notify the Supervisor.
- 19.02 An employee may be required to produce proof of sickness for any absence in the form of a medical certificate before returning to work, which certificate shall state that the employee is now fit to perform their full, regular duties.

The Employer agrees to reimburse the employee the reasonable and customary fee charged by the doctor for any medical certificate requested by the Employer, that is not otherwise paid for pursuant to any contractual or legislated requirement.

- 19.03 An employee who is absent from work for more than three (3) consecutive working days shall file a medical certificate with their departmental head unless such absence has received the prior approval of that department head.
- 19.04 Where an employee is required to submit a "Functional Abilities Evaluation" form pursuant to this article, the Employer agrees to reimburse the employee the reasonable and customary fee charged by the doctor to complete the "Functional Abilities Evaluation" form that is not otherwise paid for pursuant to any contractual or legislated requirement.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 Notice of Absence

When it is necessary for an employee to be absent from duty for any cause other than illness, they shall notify the appropriate foreperson/supervisor as early as possible and in any event no later than one (1) hour prior to their normal starting time so that arrangements can be made to fill the vacancy. Should the employee not be able to return to work after a lunch break, thirty (30) minutes' notice shall be provided. The employee shall state the reason for their absence. If neither the foreperson/Supervisor or Manager are available, the employee may utilize the on-call service or send a text message or email to their foreperson/supervisor or manager, based on their Department's protocol.

20.02 **Bereavement Leave**

- (a) Permanent employees shall be allowed up to five (5) working days with pay following the death of their father, mother, brother, sister, spouse, child or step child or step parent.
- (b) Permanent employees shall be allowed up to, three (3) working days with pay following the death of their father-in-law, mother-in-law, grandmother, grandfather or grandchildren, step brother, step sister, brother-in-law, sister-in-law, aunt, uncle or spouse's grandparent.
- (c) Extensions or additions to the above may be granted in the sole discretion of the department head.
- (d) An Employee can reserve, from the appropriate entitlement, one (1) day to attend a "Celebration of Life", interment or service which may occur at a later date.

20.03 **Union Conventions and Meetings**

Leave of absence without pay and without loss of seniority shall be granted, upon written request to the employee's immediate exempt supervisor at least two weeks prior to the requested leave, to attend Union Conventions, seminars, C.U.P.E. Executive and Committee meetings, and meetings of C.U.P.E.'s affiliated or chartered bodies.

The maximum number of days which shall be granted for each Agreement year is fifteen (15) per person to a total bargaining unit maximum of thirty (30) days in any Agreement year. It is understood that no more than two (2) employees will be absent at any one time for these purposes. If additional Union leave days are required in a calendar year, the Union Executive may make a request in writing (or email) to the Department Head. Such request shall not be unreasonably denied.

While on Union leave the employee(s) will continue to receive their regular wages and all benefits, the cost of the leave of absence will be reimbursed to the Employer by the Union.

20.04 **Witness or Juror Duties**

Any regular employee who is required to attend for jury duty or who has been subpoenaed as a witness for incidents occurring with the Corporation shall receive: appropriate time off in relation to the employee's scheduled shift; and be paid the difference between the amount paid for such service and their normal pay computed at their normal hourly rate for hours necessarily lost from work up to forty (40) hours in a week. In order for an employee to qualify for payment under this article, the following provisions must be met:

- (a) the employee must notify the Employer within twenty-four (24) hours after receipt of notice of selection for jury duty or after having been subpoenaed as a witness;

- (b) the employee called for jury duty or having been subpoenaed as a witness and who is temporarily excused from attendance at court shall report for work if a reasonable period of time remains to be worked on their shift;
- (c) the employee shall furnish a written statement from the proper public official showing the date and time served and the amount of pay received.

20.05 **Full-time Union Office**

An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority (but without accrual and without pay or benefits) for a period of one year. Such leave shall be renewed each year, on request.

20.06 **General Leave Without Pay**

Employees may be granted leave without pay or benefits and without loss of seniority (but no accruals) on approval from the Department Head. Requests in writing, outlining all pertinent details of the purpose of the leave without pay shall be submitted to the Department Head through the employee's immediate supervisor a minimum of five (5) working days prior to the day of the requested leave unless impossible to do so. Employees granted leave without pay shall be responsible for payment of all their fringe benefits which shall be calculated on a pro-rata basis.

20.07 Pregnancy and parental leave shall be granted in accordance with the *Employment Standards Act of Ontario*.

20.08 Leaves of absences shall be granted in accordance with the *Employment Standards Act of Ontario*.

20.09 All requests for a leave of absence shall be made in writing (or by email) as soon as reasonably possible to the foreperson/ supervisor/ manager. Human Resources may request documentation to support the request.

ARTICLE 21 – HOURS OF WORK

21.01 **Full Time Hours of Work**

- (a) **Parks, Roads and Water Divisions**
 - I. The normal hours of work for Parks, Roads and Water Division employees shall be comprised of five (5) days per week Monday to Friday, eight (8) hours per day (exclusive of a thirty (30) minute unpaid lunch period each day. Starting and ending times will be discussed with the Union. Intended schedules will be posted at least one (1) week in advance, it being

recognized that schedules may change as circumstances (e.g. weather conditions, absenteeism, staff availability) change.

II. The normal hours of work during the normal work week are as follows:

<u>Starting Time</u>	<u>Lunch</u>	<u>Quitting Time</u>
7:00 a.m.	1/2 hour unpaid	3:30p.m.

When an employee is required to work through lunch, same employee will be allowed thirty (30) minute for lunch as soon as possible thereafter, or unless otherwise mutually agreed, shall be paid overtime for the time worked.

(b) Facilities Division

I. **Rec Plex**

The normal hours of work for Facilities employees working in the RecPlex will be five (5) 8-hour shifts per week, Sunday through Saturday. Meal breaks will be unpaid Monday to Friday on the day shift and paid on evening, weekend and holiday shifts at straight time.

II. **Wasaga Stars Arena**

The normal hours of work for Facilities employees working in the Wasaga Stars Arena will be eight (8) 9-hour shifts and one (1) 8-hour shift for a total of eighty (80) hours every pay period. Shifts may be scheduled Sunday through Saturday. Meal breaks will be unpaid Monday to Friday on the day shift and paid on evening, weekend and holiday shifts at straight time.

III. Split shifts may be scheduled for Facilities employees, upon consent of the employee.

IV. Intended schedules will be posted at least two (2) weeks in advance. Should changes to the schedule be required more than one (1) week in advance, the Employer has the right to amend the schedule as needed. If an employee's shift needs to be changed with less than one (1) week's advance notice, the employee will receive the applicable overtime rate for all hours worked outside of their originally scheduled shift.

V. Facilities employees may be able to switch shifts (provided it does not conflict with the *Employment Standards Act*) up to one (1) business day prior to the shift with approval from the foreperson/supervisor or Manager, in writing (or by email).

c) This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work for regularly assigned hours or any hours per day or per week or of days of work per week nor shall it form the basis for a claim to overtime premium.

21.02 (a) **Additional Shifts**

The parties recognize that the Employer may implement additional or alternate shifts for full time employees consisting of eighty (80) hours worked per pay period. The appropriate Supervisor or Manager shall determine the schedule of hours to be worked; however, prior to setting a new schedule the appropriate Supervisor or Manager will discuss the matter with permanent employees to be affected.

(b) **Shift Premiums**

- (i) For any regular shift beginning after 12:00 p.m. and prior to 11:59 p.m. shall be paid a premium of one dollar and sixty cents (\$1.60) per hour; increase to one dollar and seventy-five cents (\$1.75) effective January 1, 2026.
- (ii) For any regular shift beginning after 12:00 a.m. and prior to 6:00 a.m. shall be paid a premium of one dollar and sixty cents (\$1.60) per hour; increase to one dollar and seventy-five cents (\$1.75) effective January 1, 2026.

21.03 **Rest Periods**

A rest period of fifteen (15) minutes in total, beginning at the time the employee ceases work, shall be provided during the first half of each regularly scheduled shift and another fifteen (15) minutes in total, beginning at the time the employee ceases work, shall be provided during the second half of each regularly scheduled shift at such times as may be designated by the employee's supervisor.

21.04 **Limit of Overtime**

In the interest of personnel and public safety, the Employer retains the right to limit the number of hours of overtime and overtime worked in conjunction with regular hours in any day.

21.05 **Reporting Pay Guarantee**

Employees reporting for work as usual on a regular working day, unless notified the previous day not to report, and for whom no work at their regular job is available shall be offered at least four (4) hours work in another job at the employee's current hourly rate of wages or at the Employer's option shall be paid four (4) hours pay in lieu of work. This provision shall not apply if the failure to notify the employee was caused by the employee's absence from work on the previous day or if the failure to provide work is caused by reason of a strike or other work stoppage, machinery breakdown, fire, flood, power failure or other like cause.

21.06 Time spent travelling to attend training will be paid at straight time.

ARTICLE 22 – WAGES AND ALLOWANCES

22.01 An employee will be paid every second Thursday at the appropriate rate in accordance with Appendix “A” attached to this Agreement. It is understood that an employee’s pay may be delayed where their duly completed time cards are not in the hands of the Administration in adequate time to make payroll.

22.02 On each pay day, an employee will be provided with an itemized statement of their wages and deductions.

22.03 Temporary Transfers

An employee who, for the convenience of the Employer, is temporarily transferred to another classification for which the rate of pay is different from that in effect from such employee’s regular classification shall be paid while so working as follows:

- (a) if the rate of pay for the classification to which they are transferred is less than the employee’s regular rate of pay they shall receive their own higher rate of pay;
- (b) if the rate of pay for the classification to which they are transferred is higher than the employee’s regular rate of pay they shall receive the higher rate of pay for the classification to which they are temporarily transferred for the period of time specified;
- (c) an employee, who for the convenience of the employee is temporarily transferred for the period of one full shift of eight hours or more to a lower rate classification shall be paid the lower rate of pay applicable to that job classification while so working;
- (d) an employee on shift will be utilized in another classification prior to calling another employee to return to work;
- (e) Junior employees in any classification may be released to perform duties within another classification for the purpose of day to day operations. Upon an extension of a work day, overtime will be applied as noted in Article 23.06

22.04 On-Call (Standby)

- (a) Parks, Road and Water employees will be required to perform on-call duty on a weekly basis in accordance with a list posted by the Manager. Any changes to this list amongst the employees shall be allowed if this is mutually agreed upon and the Manager is notified in advance. The employee on call is required to hold themselves readily available outside of normal working hours, from Thursday 3:30 p.m. to Thursday 7:00 a.m., for work for dispatch on calls. If required to report for duty, clause 23.05 will apply.

It is understood that for the purpose of any standby shift trades, that standby shifts on a Saturday, Sunday or Statutory Holiday, begin at 12:00 am and end at 11:59 pm.

- (b) Employees designated for on-call duty who are unable to perform such duty because of illness shall notify their Manager immediately.
- (c) Employees designated for on-call duty will be paid for such duty in accordance with the on-call remuneration schedule which is attached to this Collective Agreement as Schedule "A".
- (d) On-call duty is defined as that duty performed by employees who are required to be readily available within forty-five (45) minutes or less (by means of normal driving conditions), at the Public Work's or Parks Yard.
- (e) An employee who is scheduled to work weekly standby year-round shall have the opportunity to receive on-call duty, which shall be scheduled on their regular days off at the discretion of Management.
- (f) Management will reassign standby when an employee is on sick leave, WSIB and Short Term or Long-Term Disability. Standby shall be offered to all qualified employees first and will be compulsory for the junior employee if no one volunteers. An Employee may exchange their standby with another qualified employee, subject to management's approval and submitted no later than 4:00 p.m. the Thursday prior to the scheduled standby.

Note: The Mechanic may request to be added to the stand-by list. If granted they shall be paid overtime at the Mechanic rate.

- (g) New employees that have completed probation by November 1 of that year, will be incorporated into the on-call list in the following calendar year that they are hired, however they can accept available on-call shifts if qualified.
- (h) On-Call schedule per classification is as follows:

Roads Classification

- Start with Christmas (same as in previous year)
- Rotated amongst seniority
- Standby assigned one (1) per week during non-winter season; however, two (2) per week during winter season (November 1st to March 31st)

Water Classification

- Rotated one per week.

Call Out Procedures During Winter Operations

- 1st Call - Senior Roads Standby (provided they are qualified)
- 2nd Call - Other Roads Standby (provided they are qualified)
- 3rd Call - Seniority amongst Roads Classification (provided they are qualified, including probationary employees)
- 4th Call - Water Standby(provided they are qualified)
- 5th Call - All remaining staff (remaining Water, Parks and Mechanics) based on Seniority and Qualifications.

22.05 Seasonal Transfers

Seasonal transfers are established as follows:

a) Seasonal transfers from the Water Classification

- i) Seasonal Water transfers will be established, coinciding with winter operations typically from November 1st to March 31st of each year, dependent upon the weather. The commencement and ending of such shifts will be adjusted by the Employer based upon the weather, provided one (1) full calendar week notice is provided. Water staff will be temporarily transferred to perform winter operations as needed; however, they would remain under the Water Classification and not reassigned to the Roads Classification for the remainder of the season.
 - ii) An employee on shift will be utilized in another classification prior to calling another employee to work.
 - iii) Consistent with the Roads Classification, the implementation of additional shifts for the Water Classification during winter operations shall be posted for volunteers. In the event that there are not enough volunteers to fulfill the operational requirements, junior employees from the water classification may be released to perform such duties for the period of time specified during winter operations.
 - iv) In the event that the Water staff are not needed to perform winter/roads operations, they can be assigned other duties, including but not limited to:
 - a) Initiate weekly flushing program – starting at 5 a.m. vs. 7 a.m.;
 - b) Clear snow from fire hydrants;
 - c) Repair fire hydrant markers;
 - d) Inspect storm and sanitary manholes;
 - e) Miscellaneous labouring duties.
- b) Rate of pay will follow established practice as outlined in Article 22.03.

- c) The purpose to confirm Seasonal transfers during summer and winter operations as follows:
- i) There may be seasonal transfers within respective Departments, including but not limited to: between Roads to Parks, or Parks to Roads to address priorities, based on qualifications and seniority.
 - ii) Overtime for Parks related activities will remain with the Parks staff, including:
 - Cemetery burials;
 - Special Event set ups/inspections during weekend events (stage inspections to be conducted by trained staff);
 - Winter snowplowing operations currently performed by Parks staff;
 - Tournaments at Sports Park or emergencies currently performed by the Parks Foreperson or Lead hand;
 - Work usually performed by Parks staff that requires overtime.

ARTICLE 23 – OVERTIME

23.01 The Union recognizes that overtime may be necessary and is part of the job.

23.02 Time and one-half (1.5x) the employee's straight time hourly rate shall be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in a week. For Facilities employees working at the Wasaga Stars Arena, time and one-half (1.5x) the employees straight time hourly rate shall be paid for all hours worked in excess of the scheduled eight (8) or nine (9) hour shift, or eighty (80) hours in a pay period. Sunday overtime shall be paid for at double (2.0x) time for employees not regularly scheduled on Sunday's. Employees will not be deliberately laid off by the Town during the week in order to avoid payment of overtime premiums. Furthermore, where an employee has worked in excess of their regular assigned hours in any day or night of any week, but is prevented from working their full working week by the intervention of a planned holiday or by the failure of the Town to provide them with work or by illness of the employee, verified to the Town's satisfaction, then in such cases they shall receive overtime for such week calculated on a daily basis.

23.03 (a) All overtime must be pre-authorized by the supervisor, foreperson or Manager.

(b) Facilities Management shall offer overtime to the senior qualified employee within the applicable Parks, Roads or Water classification. If there are not enough qualified employees within the classification required, the Employer shall then offer overtime in order of seniority within the Division.

Facilities will offer over-time to a full time Facilities Operator on duty first. Should a full time Facilities Operator need to be called in, it will be offered by seniority, respecting the daily max limit of hours, and *ESA*.

- (c) Overtime necessitated by a call out shall be offered to permanent employees prior to being offered to casual or part-time employees. Casual or part-time employees shall not be used as substitutes for full-time employees except for reasonable extension of work day.
- (d) The Corporation agrees to respect seniority when assigning duties for the day to day operation and over-time by the required classification. If there are not enough qualified employees within the classification required, the Employer shall then assign vehicles to qualified employees, in order of seniority within the Public Works Department.

The Facilities division will extend over-time to a staff member on duty first. Should a Facilities employee need to be called in, it will be assigned by seniority.

23.04 When an hourly employee is called in for overtime work outside their normal working hours, they shall be provided with a minimum payment of three (3) hours at the appropriate premium rate or the actual time worked at the appropriate premium rate, whichever is greater. No additional payment will be made for more than one call-out during the two-hour period. When the employee has completed their call-out work, they will be allowed to return to their home provided they have checked to ensure that additional calls have not been received. This provision will not apply when overtime is a direct extension of a working day.

Notwithstanding the above if an employee is called in for overtime work within two (2) hours of their normal start time and does not report for said work in forty-five (45) minutes or less, they shall not receive the three (3) hours minimum payment but shall receive payment for overtime worked.

23.05 **Extension of Work Day**

Extension of the work day shall be defined as work being performed by an Employee on their scheduled shift that needs to be completed beyond the conclusion of that same shift. Overtime work that is defined as an extension of the work day shall be performed by the Employee or Employees performing the work at that time, on their scheduled shift.

Where new work is identified prior to three (3) hours before the conclusion of a normal shift and must be completed on overtime, every reasonable effort shall be made to utilize seniority within the classification.

From November 1 to March 31 the extension of work day shall not continue past five (5) hours. From April 1 to October 30 the extension of work day shall not continue past three (3) hours unless under extenuating circumstances.

23.06 **Meal Allowance**

Employees required to work four (4) hours or more overtime in conjunction with the regular shift, shall be supplied with a meal allowance of fifteen dollars (\$15.00) each.

When the total amount of continuous overtime is eight (8) hours or more, a meal allowance of fifteen dollars (\$15.00) shall be supplied.

- 23.07 Employees may choose to bank earned overtime at the appropriate rate to a maximum accrual of eighty (80) hours as time in lieu. In scheduling of overtime hours as time off they may only be taken if operational requirements are met as per Article 17.04 (b). Employees shall provide seven (7) days' notice to the Manager, where permission will not be unreasonably withheld by Management. The employee will have a choice whether to bank time or cashout the hours. The employee will be able to utilize any banked hours at any time.

The overtime bank is not to be replenished in the same calendar year. Employees can elect to be paid out at any time throughout the year. Any balance not used as lieu time will be paid out at the end of the calendar year.

ARTICLE 24 – JOB CLASSIFICATIONS

- 24.01 When a new job classification which is covered by the terms of this Agreement is established by the Town, or where an existing job classification is substantially altered so that is tantamount to a new job classification, the Town shall determine the rate of pay for such classification and notify the Union of the same.
- 24.02 If the Union challenges the rate, it shall have the right to request a meeting with the Town to negotiate a mutually satisfactory rate provided it makes such request within ten (10) working days after receipt of notice from the Town of such new job classification and rate.
- 24.03 If the parties are unable to agree upon the appropriate rate, a dispute concerning the new rate may be submitted to arbitration as provided in this agreement if submitted at Step Number 2 of the grievance procedure within fifteen (15) days of the meeting. In the event the Union fails to notify the company of its request for a meeting within the ten (10) working days specified or of its submission to arbitration within the fifteen (15) days specified, the rate set by the Town shall be deemed to be the rate settled upon by the parties.
- 24.04 The decision of a board of arbitration in dealing with the rate shall be based solely on the relationship established by comparison of the new job with other existing jobs classified in Schedule "A" of this agreement having regard to the requirements and duties of such Job Classifications.
- 24.05 Within a reasonable period of time following ratification of this Collective Agreement, the Employer shall provide the Union with a list of the existing job classifications within the bargaining unit setting out the minimum requirements and duties of each of those job classifications. It is understood and agreed between the parties however that the requirements and duties for any job classification do not form part of this Collective Agreement, and that they are not static and may be altered from time to time by the Town provided however that when an existing job classification is substantially altered so that it is tantamount to a new classification the Town shall determine the rate of pay for such new classification and notify the Union of the same pursuant to Article 24.01 of this Agreement.

24.06 **Classifications**

Roads 2 All heavy equipment (including but not limited to, loader, tractor, grader, gradall, backhoe/loader, snow blower, excavator) and any other equivalent rental equipment that requires Roads 2 qualifications.

Roads 1 All equipment that requires a minimum DZ license including sweepers and road maintenance equipment.

Roads 0 All equipment that requires a minimum G license.

Water 0, 1 & 2

FlusherVac Truck (minimum two additional Roads staff to be offered training through a posting process.)

Mechanic Mechanic can operate equipment if qualified to do so based on their license.

*Note: individuals will only be paid a higher rate if they are deemed “in-training” (i.e. heavy equipment operator (Roads “2”) in-training, Roads “1” in training, etc.)

*Note: “0” will no longer be paid a higher rate for operating the trackless/sidewalk equipment, as a DZ is not required to operate the same.

Parks All equipment that fall within Parks division (ie. tractor, mower, chain saw, stage, ice resurfacer) and any other rental equipment required to perform their duties.

Facilities All equipment that fall within Facilities division (ie. ice resurfacer, refrigeration machine) and any other rental equipment required to perform their duties.

ARTICLE 25 – SAFETY SHOES AND PROTECTIVE CLOTHING

The employer is committed to reviewing the quality of the clothing provided to staff.

25.01 (a) All employees governed by this Collective Agreement shall wear C.S.A. approved safety boots at all times while at work with the exception that employees working primarily indoors within the Facilities Division may wear safety shoes. Consequently, all full-time employees who have completed their probationary period will be allowed a boot allowance equal to two hundred and fifty dollars (\$250.00) effective on ratification; increase to two hundred and seventy-five dollars (\$275.00) effective January 1,2026; and increase to three hundred dollars (\$300.00) effective January 1,2027 to be paid to each employee upon the provision of receipts. Casual and Part time employees shall be entitled to the boot allowance the third consecutive season worked and shall then receive the allowance every second season thereafter.

- (b)
 - (i) The Employer shall supply a parka once every two years, October 1st, for public works employees.
 - (ii) The Employer shall supply a thermal jacket once every two years, by November, for parks and facilities employees.
- (c)
 - (i) The Employer will supply for Public Works employees, coveralls, gloves, two (2) pairs of shorts and any other protective clothing which it may from time to time in its discretion determine to provide at its own cost and expense.
 - (ii) The Employer will supply for Facilities employees four (4) pairs of work pants, four (4) shirts, two (2) sweatshirts, two (2) pairs of shorts and any other protective clothing which it may from time to time in its discretion determine to provide at its own cost and expense.
 - (iii) The Employer will supply to Public Works and Parks employees, including mechanics and building maintenance, one (1) pair of overalls, four (4) pairs of work pants and four (4) shirts or “T” shirts, two (2) sweatshirts once every two (2) years no later than May 1st. Cleaning and maintenance of this clothing issue is the full responsibility of the employee. Pants and shirts will be replaced once every two (2) years.
 - (iv) The Employer will provide each employee with one (1) pair of rubber boots, C.S.A. certified, to be replaced when required, as determined by Management. This item must be turned in before new boots are supplied.
- (d) The Town will establish a Committee comprised of two (2) representatives from each party to manage the clothing selection, and final approval will defer to management.
 - (i) Priority is that all garments are clean and that departments maintain a consistent and uniform image.
 - (ii) Town issued clothing must be worn at all times (i.e. pants, shirts etc.)
 - (iii) Each employee will be provided with the same dollar amount that will be utilized for clothing or tailoring and will be responsible for ensuring they have the required clothing supply required for their role.
 - (iv) Any logo costs added to clothing will be borne by the Town.
 - (v) Cleaning and maintenance of this clothing is the full responsibility of the employee.
- (e) The established clothing allowance shall be a maximum of seven hundred and twenty-five dollars (\$725.00) every other year; increased to eight hundred dollars (\$800.00) effective January 1, 2026. Parka or thermal jacket allowance shall be a maximum of two hundred and fifty dollars \$250.00 once every two years. Purchases shall be based on the articles of clothing noted above. If an employee does not spend their allocated provision for uniforms, they will not receive the

remaining portion of money. Any employee exceeding their uniform provision will assume those costs.

- (f) The Employer retains final approval on all purchases and may, in its discretion, reassume the duties of making those purchases.
- (g) For the duration of the current Collective Agreement, the Parka listed in Article 25.01 (b) (i) and the coveralls and shirts listed in Article 25.01 (c) (iii) shall be of the safety orange variety with fluorescent markings.
- (h) The cleaning of overalls will be the responsibility of the employee as opposed to the Employer.
- (i) Employees may request different clothing options that fall within the same budget allocation, upon discussion with management.

25.02 The parties recognize that it is the duty of the employees to take proper and reasonable care of those articles referred to above as if they were the owner of those articles, and, accordingly, in the event of loss or damage through negligent use or improper care the employee shall reimburse the Employer for the replacement cost of those articles by way of payroll deduction, otherwise the Employer shall replace or repair such articles at no cost to the employee(s). Effective upon the signing of the Collective Agreement if it is necessary for an employee to reimburse the Employer, it shall be by way of payroll deduction to a maximum of twenty dollars (\$20.00) per pay until the value of the article (s) is recovered.

25.03 Employees shall be provided the opportunity to purchase clothing in accordance with the Town's colour standards through Town suppliers when Town purchasing occurs.

25.04 All renewed safety protective clothing issued by the Employer shall be worn at the time of replacement. Employees shall replace clothing in poor condition with the newly supplied upon issuance.

25.05 The Employer will replace tools owned by the Mechanic, worn and broken on the job.

ARTICLE 26 – EMPLOYEE STATUS DEFINITION

26.01 A casual employee is an employee within the bargaining unit, as described in Article 2.01, who is hired for work of a casual, seasonal or non-recurring nature, for a cumulative period not exceeding 8 months within a 12-month period unless otherwise mutually agreed between the parties in writing.

All articles of this agreement shall be applicable to casual employees, except the following:

Article 10 – Seniority

Article 11 – Promotions and Staff Changes

Article 14 – Grievance Procedure Against Layoff and Dismissal

Article 16 - *Holidays in accordance with *The Employment Standards Act*
Article 17 - *Vacations in accordance with *The Employment Standards Act*
Article 18 – Benefits
Article 19 – Sick Leave
Article 20 – Leaves of Absence
Article 25 – Clothing Allowances {except as provided in Article 25.01(a)}

26.02 A part-time employee is an employee within the bargaining unit, as described in Article 2.01, who is hired for work of a permanent part-time basis.

A part time employee is an employee regularly employed for no more than thirty (30) hours per week. Part time employee rate will be seventy (70) percent of the hourly rate for the Classification "0"

All articles of this agreement shall be applicable to part-time employees, except the following:

Article 14 - Grievance Procedure Against Layoff and Dismissal
Article 16 - *Holidays in accordance with the *Employment Standards Act*
Article 17 - *Vacations in accordance with the *Employment Standards Act*
Article 18 - Benefits
Article 19 - Sick Leave
Article 20 - Leaves of Absence
Article 25 - Clothing Allowances {except as provided in Article 25.01(a)}

The Employer will provide each Part Time Facilities employee with two (2) shirts, one (1) pair of pants, one (1) sweater and hats each year.

The number of part time employees will not exceed thirty (30) employees at any time without mutual agreement from both parties.

At no time shall a full-time position be lost by transferring that work to one or more part-time employees. A part-time employee shall not be employed in the event any full-time employee has been laid off.

ARTICLE 27 – MODIFIED WORK PROGRAM

27.01 The Employee, the Union and the Employer will work together to facilitate the return of an injured or ill employee to their position.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Management shall endeavour to provide employees access to their lockers fifteen (15) minutes prior to starting time.

28.02 Management will make every effort to provide an in-house training program for all specified equipment for those employees who express an interest, in writing. Training

opportunities will be offered within departments prior to being offered bargaining unit wide.

28.03 When the Employer requires an employee to obtain additional certificates or licenses or further training for the performance of their job, it will bear the initial cost of the required courses or training, with employees bearing the cost for repeat courses or training in which they were not successful in passing the first time. Any formal training opportunities shall be offered to full-time employees within the classification prior to being offered to part-time or casual employees.

This provision does not include G license.


28.04 The Employer will conduct annual driver abstract checks for all staff and assume the associated cost.

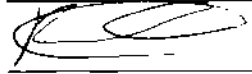
ARTICLE 29 – DURATION

29.01 Agreement shall become effective January 1, 2025, and shall remain in force and effect until December 31, 2027. This agreement will be automatically renewed effective January 1, 2028, unless notice is given by either party to the other party by registered mail within the three (3) month period prior to the expiration date that it desires to amend or terminate the agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives this day 4 of June 2025.

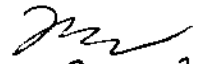

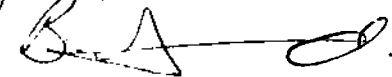
**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3115**










CUPE Representative

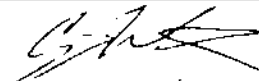





**THE CORPORATION OF THE
TOWN OF WASAGA BEACH**







SCHEDULE 'A'

Position/Class	M.A	3.00%	3.00%
Full Time Facilities, Parks & Roads	1-Jan-25	1-Jan-26	1-Jan-27
Facilities, Parks and Roads Operator 0	30.34	31.25	32.19
Facilities, Parks and Roads Operator 1	32.26	33.23	34.23
Facilities, Parks and Roads Operator 2	34.45	35.48	36.54
Gardener	35.18	36.24	37.33
Horticulturist/Arborist	38.02	39.16	40.33
Mechanic 1	40.06	41.26	42.50
Mechanic 2	41.17	42.41	43.68

Full Time Water / Wastewater	1-Jan-25	1-Jan-26	1-Jan-27
Water / Wastewater Operator 0	35.18	36.24	37.33
Water / Wastewater Operator 1	36.71	37.81	38.94
Water / Wastewater Operator 2	38.81	39.97	41.17
Water Heavy Equipment Operator	40.06	41.26	42.50

FT Probation and Casual (over 30hrs) - 90%	1-Jan-25	1-Jan-26	1-Jan-27
Probation / PT Facilities, Parks and Roads 0	27.31	28.13	28.97
Probation / PT Facilities, Parks and Roads 1	29.03	29.91	30.81
Probation / PT Facilities, Parks and Roads 2	31.01	31.93	32.89
Probation / PT Gardener	31.66	32.62	33.60
Probation / PT Horticulturist / Arborist	34.22	35.24	36.30
Probation / PT Mechanic 1	36.05	37.13	38.25
Probation / PT Mechanic 2	37.05	38.17	39.31

FT Probation and Casual (over 30hrs) - 90%	1-Jan-25	1-Jan-26	1-Jan-27
Probation / PT Water / Wastewater Operator 0	31.66	32.62	33.60
Probation / PT Water / Wastewater Operator 1	33.04	34.03	35.05
Probation / PT Water / Wastewater Operator 2	34.93	35.97	37.05

Part Time (max 30 hours) 70%	1-Jan-25	1-Jan-26	1-Jan-27
PT Facilities, Parks and Roads Operator 0	21.24	21.88	22.53

Definitions: *Facilities (Arena, RecPlex and Facilities; W/WW HEO – Water/Wastewater Heavy Equipment Operator*

Classifications would be:

- Parks (with level 0, 1 2)
- Roads (with Level 0, 1, 2)
- Water/ Wastewater (with Level 0, 1, 2)
- Mechanics (with Level 1, 2)

Overtime will be called out based on seniority and qualifications within the respective classifications.

Roads “0”

Roads Operator 0

Requirements: DZ License

Upon obtaining a DZ driver’s license and obtaining a minimum of 300 hours of Public Works plowing experience, an employee can apply and request for Roads “1” Level status. Promotions to Roads 1 shall be subject to Article 11.03

(a) and the successful completion of a practical test and probationary period.

Roads “1”

Roads Operator 1

An Employee can apply for a Roads “2” level position when posted, which shall be based on operational needs. Promotions to Roads “2” shall be subject to Article 11.03

(a) and maintaining a DZ license. Obtaining a minimum of 200 hours of Public Works experience on the heavy equipment (includes grader, gradall, backhoe, loader, tractor, and blower) and completing practical tests for each piece of equipment. Upon successful completion of the practical tests and the probationary period, Road “2” status will be achieved.

(Note: Loading of vehicles with front buckets will not be considered for hours of experience unless involved on a construction site or snow removal operations)

Roads “2”

Roads Operator 2

Requirements: Maintaining a DZ license in good standing; has the ability and training and competency to operate the heavy equipment (includes grader, gradall, backhoe, loader, tractor and blower.)

W/WW “0”

Water/Wastewater Operator 0

An Employee can graduate to a Water/Wastewater “1” level subject to:

(a) attaining requisite provincial Water/Wastewater certifications and licensing requirements (Water Distribution and Supply Subsystem – Class 1 license and Wastewater Collection Facility – Class 1 license),

(b) maintaining a DZ license in good standing and

(c) has the ability, training, and competency to operate the VacTruck.

Upon confirmation of noted licenses, on the job training requirements, mandatory courses, duration of experience achieved and the ability, training and competency to operate a DZ vehicle and VacTruck, Water/Wastewater “1” status will be achieved.

W/WW “1”

Water/Wastewater Operator 1

An Employee can graduate to a Water/Wastewater “2” level subject to (a) attaining requisite provincial Water/Wastewater certifications and licensing requirements (Water/Wastewater provincial certification and licenses (Water Distribution and Supply Subsystem – Class 2 License and Wastewater Collection Facility – Class 1 License),

(b) maintaining a DZ license in good standing and

(c) has the ability, training, and competency to operate the VacTruck.

Upon confirmation of noted licenses, on the job training requirements, mandatory courses, duration of experience achieved and the ability, training and competency to operate a DZ vehicle and VacTruck, Water/Wastewater “2” status will be achieved.

W/WW “2”

Water/Wastewater Operator 2

Maintaining:

(a) provincial Water/Wastewater operator certification and licenses (Water Distribution and Supply Subsystem – Class 2 License and Wastewater Collection Facility – Class 1 License);

(b) DZ license in good standing and

(c) has the ability, training, and competency to operate the VacTruck.

Parks “0”

Parks Operator 0

Requirements:

An Employee can graduate to a Parks Operator “1” level subject to three (3) years’ experience in Parks and the successful completion of two (2) courses as determined by management (e.g. ORFA, OPA, Playground Inspector, Cemetery, Basic Refrigeration).

Parks “1”

Parks Operator 1

Requirements:

An Employee can graduate to a Parks Operator “2” level subject to five (5) years’ experience in Parks and the successful completion of two (2) additional courses as determined by management (e.g. ORFA, OPA, Playground Inspector, Cemetery, Basic Refrigeration).

Parks “2”

Parks Operator 2

Requirements:

Maintaining the ability to operate equipment in the Parks Classification (e.g. ORFA, OPA, Playground Inspector, Cemetery, Basic Refrigeration).

Facilities “0”

Facilities Operator 0

Requirements:

An Employee can graduate to a Facilities Operator “1” level subject to three (3) years’ experience in the Facilities Operator Classification and the successful completion of two (2) courses as determined by management.

Facilities “1”

Facilities Operator 1

Requirements: An Employee can graduate to a Facilities Operator “2” level subject to five (5) years’ experience in the Facilities Operator Classification and the successful completion of two (2) additional courses as determined by management.

Facilities “2”

Facilities Operator 2

Requirements: Maintaining the ability to operate equipment in the Building Maintenance Classification.

The Employer will endeavour, subject to budget approval and course availability, to ensure that all full time Parks and Facilities employees are provided an opportunity to attend required courses within the timeline required to achieve classification progression. The Employer will apprise which employees will be scheduled to attend which training courses annually.

Standby

Standby rate of pay:

January 1, 2025 – December 31, 2027 - \$34.00/day, \$65.00 Saturday, Sunday and Holidays

Note 1: Probationary rate will be NINETY percent of the hourly rate for the Classification for the first three (3) months.

Note 2: The Town will pay to an employee it assigns to act as a “LEAD HAND”, a premium of three dollars (\$3.00) per hour.

Note 3: The Town will pay to an employee standby pursuant to Section 22.04 (c), being Thursday 3:30 p.m. to Thursday 7 a.m.

Note 4: An employee who has missed their rotation on stand-by due to working a regularly scheduled weekend shift for summer scheduling will be paid the stand-by rate applicable for the weekend according to Schedule A.

Note 5: Any employee operating the sanitary sewer VAC truck shall be paid at the Water 0 rate.

Note 6: Qualified employees assigned to float equipment requiring an AZ license shall receive \$2.25 per hour for all shifts spent floating such equipment. The Employer shall maintain a roster of volunteers to float vehicles requiring an AZ license.

Note 7: Qualified employees assigned to operate the barge shall receive \$1.60 per hour for all time spent operating the barge; increased to \$1.75 per hour effective January 1, 2026. The Employer shall maintain a roster of volunteers to work on the barge. Should there be an insufficient number of employees who volunteer to perform the work, the Employer shall assign employees to do so in reverse order of seniority.

Note 8: Qualified employees assigned to operate the lift shall receive \$1.60 per hour for all time spent operating the lift; increased to \$1.75 per hour effective January 1, 2026. The Employer shall maintain a roster of volunteers to work on the lift. Should there be an insufficient number of employees who volunteer to perform the work, the Employer shall assign employees to do so in reverse order of seniority.

Letter of Understanding #1

BETWEEN

THE CORPORATION OF THE TOWN OF WASAGA BEACH
("Employer")


-and-


THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3115
("Union")

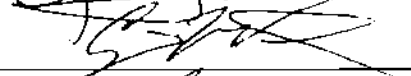
The parties agree that the number of employees within the Union shall not be reduced below the current complement of fifty-one (51) full time equivalent (F.T.E) permanent positions for the term of this collective agreement.

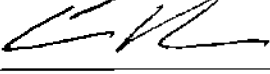
Dated at Wasaga Beach, ON, this 4 day of June, 2025.

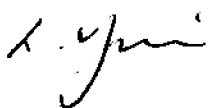
For the Employer



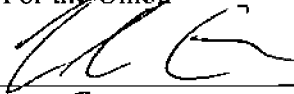


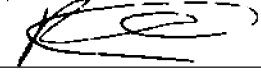




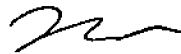

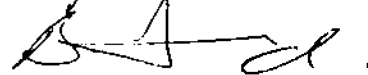


For the Union





CUPE Representative

Letter of Understanding #2

BETWEEN

THE CORPORATION OF THE TOWN OF WASAGA BEACH
("Employer")

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3115
("Union")

Re: Working Lead Hand During Winter Operations

WHEREAS the evening shift is established for winter operations and will remain in effect until mid to end of March, weather dependent;

AND WHEREAS, the evening shift will be established from 1:30 p.m. to 10:00 p.m.;

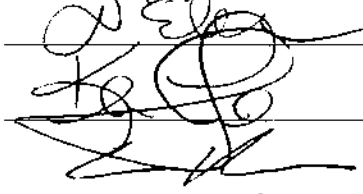
AND WHEREAS, the Corporation of the Town of Wasaga Beach desires to take reasonable measures to ensure that the winter operations evening shift is staffed with a senior qualified Working Lead Hand;

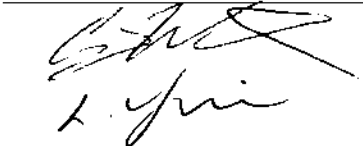
NOW THEREFORE, the parties agree as follows:


1. This Letter of Understanding shall be without prejudice or precedent to the position of either party;
2. The Town and Union agree that this Letter of Understanding applies to all Public Works staff covered under the collective agreement between The Town and The Union;
3. The Town and Union agree that the most senior and qualified employee assigned to the winter operations evening shift will assume the Working Lead Hand role, if agreeable to the employee;
4. Notwithstanding any other provisions of the collective agreement between the parties, it is acknowledged and agreed that any disputes between the union and the employer regarding the interpretation, application or enforcement of this Letter of Understanding shall be subject to the grievance arbitration process set out in the collective agreement;

Dated at Wasaga Beach, ON, this 4 day of June, 2025.

For the Employer




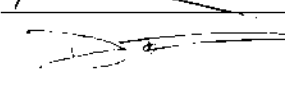




L. J. J. J.

For the Union





CUPE Representative

