
COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WELLESLEY

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and it's
LOCAL 1542**

January 1, 2025 – December 31, 2027

CUPE | Canadian Union
of Public Employees



Collective Agreement

This agreement made this 15th day of July 2025

Between:

The Corporation of the Township of Wellesley

(Hereinafter called the "Municipality")

of the first part

and -

The Canadian Union of Public Employees

and its Local 1542

(Hereinafter called the "Union")

of the second part

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Municipality and its employees, and to provide means for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, and hours and wages for all employees who are subject to the provisions of this agreement.
- 1.02 Any reference to gender in this agreement shall be construed as gender neutral. The parties agree that where any reference to gender/identity is made through the use of pronouns it is understood that the intent is that such usage be considered as “gender neutral” in its application.

ARTICLE 2 - RECOGNITION

- 2.01 The Municipality recognizes the Canadian Union of Public Employees and its Local 1542 as bargaining agent for all employees of the Corporation of the Township of Wellesley save and except CAO, Department Heads, office and clerical staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation periods.
- 2.02 The Municipality recognizes that supervisory personnel will not perform work that is normally performed by employees in the bargaining unit unless there is work for which all qualified employees have been called and for which they are not readily available, either on regular time or overtime. In the event employees in the bargaining unit are unavailable or not qualified for work, management may fulfil the work responsibilities as necessary.
- 2.03 No employee shall be required or permitted to make a written or verbal agreement with the Municipality or its representatives, which may conflict with the terms of this agreement.
- 2.04 No employee or group of employees shall undertake, or be allowed by the Municipality to undertake, to represent the Union at meetings with the Municipality officials without the proper prior authorization of the Union. The Municipality or its representatives shall not negotiate with or conduct meetings with employee(s) where it may concern any alteration of the terms or conditions of employment covered in whole or part by the collective agreement without the presence of the Union representatives.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Municipality and the Union agree that there will be no discrimination, interference, restriction, coercion or harassment exercised or practiced by the Municipality or by the Union or by any of their representatives with respect to any employees by reason of

race, color, age, sex, sexual orientation, marital status, national origin, political or religious affiliation, or handicap, nor by reason of his membership or non-membership in a trade Union nor by the exercise of any rights under this agreement.

ARTICLE 4 - CHECK OFF OF UNION DUES

- 4.01 There shall be a compulsory check-off of Union dues from all persons who become employees of the Municipality to which this agreement applies. The amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its constitution and by-laws. The Municipality shall be notified in writing thirty (30) calendar days prior to any required change in deductible assessments.
- 4.02 Deductions that have been authorized in writing by employees will be made every pay day by the treasurer of the Municipality and shall be forwarded to the treasurer of the Union not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made. A copy of the list shall be sent to the national headquarters of the Canadian Union of Public Employees. For new employees such deductions shall commence in the first full bi-weekly pay period immediately following the date on which the employee is hired. The amount deducted shall not include special assessment or levies of any kind.
- 4.03 It is understood that refusal by the Union to accept an employee as a member or to continue an employee's membership or refusal of an employee to join or continue membership in the Union will not be cause for dismissal by the Municipality.
- 4.04 The Union shall indemnify and save the Municipality harmless with respect to all dues so deducted and remitted.
- 4.05 The Municipality shall indicate on the employee's T-4 income tax form the amount of Union dues deducted from their pay during the taxation year.

ARTICLE 5 - MEMBERSHIP IN THE UNION

- 5.01 All employees of the Municipality as outlined in Article 2, shall be eligible for Union membership on a voluntary basis.
- 5.02 The Municipality agrees to acquaint new employees with the fact that a Union agreement is in effect. New employees shall be presented with a copy of this agreement.
- 5.03 It is further agreed that the Municipality will notify the Union Treasurer in writing, once each month, of the names and classifications of all new employees hired the previous month who are subject to this agreement. A representative of the Union shall be given

an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of fifteen (15) minutes during the first month of employment, for the purpose of discussing with the new employee the benefits and duties of Union membership and his responsibilities and obligations to the Municipality and the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union recognizes the right of the Municipality to:

1. Operate and manage its business in all aspects in accordance with its responsibilities and the right, powers and functions conferred upon the Municipality by statute and/or by-laws of the Municipality.
2. Maintain order, discipline and efficiency and, in connection therewith to make, alter, and enforce from time-to-time rules and regulations, policies and practices to be observed by its employees as have been adopted in the current personnel policies of the Township of Wellesley. The Municipality recognizes that the foregoing is subject to such procedures, regulations and/or restrictions governing the exercise of these rights as are expressly provided in this agreement and subject to the right of the employee(s) concerned to lodge a grievance in the manner and extent herein provided.
3. Select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, lay off, recall, suspend and retire employees, and select employees for positions excluded from the bargaining unit, provided that no employee shall be transferred out of the bargaining unit against his wishes, and further provided that a claim of discriminatory promotion, demotion, transfer, classification, discipline or suspension, or a claim by an employee that he has been discharged without cause, may become the subject of a grievance and be dealt with as herein provided.
4. Direct the working forces, the right to plan, direct and control the operations of the Municipality, the right to introduce new and improved methods and facilities, the equipment, the amount of supervision of personnel necessary, the number of employees to be employed, the work schedules, the establishment of standards of quality, the extent of the Municipality's operations and the increase or decrease in employment arising there from, the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools. If a decrease in employment as stated herein becomes necessary, the Municipality will endeavor to transfer the affected employee(s) to another vacant Union position(s) in the Municipality.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 The Municipality and the Union agree to follow procedures as outlined in this agreement. It is understood and agreed that there will be no strike or lockout during the lifetime of this agreement, and the definition of "strike" and "lockout" are those set

out in the Ontario Labour Relations Act.

- 7.02 The parties hereto mutually agree that this agreement is subject to the rules of practice and procedure and regulations of the Labour Relations Act of the province of Ontario 1995, and as amended from time to time.

ARTICLE 8 - SENIORITY

- 8.01 Employees shall be probationary employees until they have been continuously employed by the Municipality for eight (8) continuous months. Upon completion of the probationary period the employee's name shall be placed on the seniority list and his seniority shall be based on his date of last hire. The discharge of an employee during his probationary period shall not be subject to the grievance or arbitration procedures.
- 8.02 The Municipality shall maintain a seniority list showing the date upon which each permanent employee's continuous service with the Municipality commenced from the employee's last starting date. An up-to-date copy of this list will be given to the union in January of each year and a copy posted on all approved bulletin boards.
- 8.03 Seniority shall operate and govern on a bargaining unit-wide basis provided that the senior employee possesses the necessary skill and ability to perform the work available. In the event of a lay-off, the concept of the last employee hired shall be the first laid off and the last employee laid off shall be the first requested to return, will be followed, provided the senior employee possesses the necessary skill and ability to perform the work available with a maximum five (5) working day on-site training.
- 8.04 Where the length of seniority is the same, the alphabetical order of surnames shall apply.
- 8.05 Employees absent from work on sick leave due to illness or accident or authorized leave of absence, will continue to accumulate seniority until clause 8.06 applies.
- 8.06 Seniority status once acquired by permanent employees will be lost and their names removed from the seniority list and their employment terminated for any of the following reasons:
- a) Voluntary resignation;
 - b) Discharge for cause not reversed through operation of the grievance procedure;
 - c) Continuous non-employment, including lay-off or any authorized leave of absence, but not including sickness or accident, for a period of time equal to half the length of the seniority at the time of the lay-off or authorized absence, or for a period of twelve (12) months, whichever is the lesser;
 - d) Failure to signify intention to return to work after recall from lay-off within three

(3) working days following proper notification by the Municipality by registered mail sent to the employee at the last address provided by the employee to the Municipality, and failure to return to work after an additional five (5) working days following such notification. If an employee notifies the Municipality within said three (3) working days that he is unable to return to work within the prescribed time for a legitimate reason acceptable to the Municipality, his name will not be struck from the seniority list. His name, however, may be passed over and the next in line in seniority may be recalled. These time limitations may be extended in writing for valid reasons such as sickness certified by a doctor's certificate, death in the immediate family, accident, and other legitimate reasons acceptable to the Municipality.

e) Absence from work without an excuse acceptable to the Municipality for a period of three (3) working days.

8.07 a) The promotion or transfer of employees to positions outside the bargaining unit is not covered by this agreement, and shall not be subject to the terms of this agreement except that such employees will retain their seniority after promotion or transfer for a maximum of sixty (60) calendar days, and if demoted or transferred for any reason to a position which is subject to this agreement, such employee shall be given the seniority credit they had at the time of the promotion or transfer outside of the bargaining unit provided such demotion or transfer is within the sixty (60) days specified above.

b) No employee shall be transferred or promoted to any position outside the bargaining unit against the wishes of the employee.

8.08 The seniority dates of employees in area Municipalities, Boards or Commissions which have been or will be assumed by the Municipality and come within the jurisdiction of this collective agreement, will be placed in their rightful chronological position on a combined list of employees forming the total seniority list.

ARTICLE 9 - JOB VACANCIES

9.01 a) The Municipality will post for five (5) working days a notice of a vacant position showing the department and type of work; any required knowledge and/or education, ability and skills, shift, and wage rate, in order that full time employees other than probationary, part time or temporary employees may have the opportunity of making written application for such positions.

b) For positions within the bargaining unit, no outside advertisement shall be placed nor Interviews conducted with any candidates outside the bargaining unit until the position has been posted within the bargaining unit and any applications of employees in the bargaining unit have been fully processed.

9.02 Temporary vacancies are defined as those caused by an employee's absence owing

to accident, injury, illness, sickness, vacation, leaves of absence and temporary transfer. Such temporary vacancies shall not be posted and may be filled at the discretion of the Municipality for a period not to exceed six (6) months. If a temporary vacancy still exists at the end of the six (6) months period, it shall be posted and filled in accordance with the seniority provisions of this collective agreement.

- 9.03 Nothing in this Article shall be construed as restricting the right of the Municipality to temporarily assign an employee to a job which qualifies for posting hereunder, for a period not exceeding thirty (30) calendar days, until the posting procedure has been complied with, and arrangements have been made to promote the employee selected to fill the vacancy to be assigned to the job concerned.
- 9.04 In the event the successful applicant proves unsatisfactory to the Municipality during the trial period of up to twenty-five (25) working days or such longer period as may be mutually agreed upon in writing, he shall be returned to his former position without loss of seniority. Any other employee promoted or transferred as a result of the re-arrangements of jobs, shall be returned to his former position without loss of seniority. It is agreed that successful applicants of the job bidding procedure will not be permitted to re-apply for a posted job for a period of twelve (12) months except with the written permission of the CAO.
- 9.05 The Municipality agrees to post on all approved bulletin boards the outcome of all job postings within, when possible, ten (10) working days of the expiration date of the posting. The Municipality will, within thirty (30) calendar days of a position becoming vacant, notify the Union in writing if the vacancy is not to be filled.
- 9.06 A permanent employee covered by this agreement who has given good and faithful service to the Municipality who, through advancing years or temporary disablement is unable to adequately perform his regular duties, may be given the preference of any light work available at the wage rate payable at the time for the position to which he is assigned or to any lesser rate that may be jointly agreed upon by the Municipality and the Union, and without regard to the seniority provision of this agreement, except that such employee may not displace an employee with more seniority. This provision is not to be construed as a guarantee by the Municipality to retain all or any employees who cannot perform their regular duties. Each case will be decided individually, and termination of employment could result if the employee's performance is sufficiently reduced or if there is no suitable light work available.

ARTICLE 10 - CORRESPONDENCE

- 10.01 All correspondence between the parties hereto, arising out of this agreement or incidental thereto shall pass to and from the Clerk of the Municipality and the Secretary of the local Union with a copy to the steward and to the Canadian Union of Public Employees, **550 Bingham Centre Drive, Suite 101, Kitchener, ON, N2B 3X9.**

ARTICLE 11- UNION REPRESENTATION

- 11.01 The Municipality agrees to recognize the following representatives of the Union:
- a) A bargaining committee of not more than three (3) persons at least two of which must be employees.
 - b) A grievance committee of not more than three (3) persons at least two of which must be employees.
 - c) One (1) steward, from among the employees. The Municipality will recognize a substitute steward in the absence of the incumbent steward. The name of the substitute will always be made known in writing to the Municipality.

The Union shall provide the Municipality with a list of such representatives and shall keep such list up to date at all times.

Negotiations shall take place during mutually agreeable hours.

- 11.02 Probationary, part-time or temporary employees shall not be eligible to serve as stewards or Union committee members.
- 11.03 The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees who, after obtaining permission, shall have access to the Municipality's premises in order to investigate or assist in a settlement of any matter arising out of this agreement. Permission will be requested of the CAO or Department Head and such permission will not be unreasonably withheld.
- 11.04 The Union acknowledges that the stewards and the committee members from among the employees will be required to efficiently perform their regular duties on behalf of the Municipality and that such employees will not leave their regular duties without first obtaining permission from their immediate supervisor to leave such regular duties, obtain permission from the supervisor of the division that they wish to go and assist in and will report back to their immediate supervisor upon resuming their regular duties. In accordance with this understanding any representative of the Union who is granted time off during his regular work period to adjust a grievance or possible grievance, or meet with municipal representatives on union business, shall be paid for such time at his regular rate, not to exceed his regular daily hours of work.
- 11.05 Meetings of a Union-Management Committee, comprising of not more than two (2) persons at least one of which must be an. employee, and the Municipality may be held as required at times to be mutually arranged, but not normally more often than once a month. The party requesting the meeting shall make a request in writing and shall at the same time advise the other party of the matters it wishes to discuss. It is agreed that such meetings are for the purpose only of discussing matters of mutual interest and for the free exchange of information. It is not the intent of this provision to replace

or circumvent the grievance procedure contained in this collective agreement.

- 11.06 An employee shall be accompanied by a Union representative at any meetings with representatives of the Municipality where he requests a Union representative and at any meeting in which he/she believes disciplinary action may be discussed.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. Such complaint shall be acted upon in the following sequence:

STEP 1

It is agreed that an employee has no grievance until the grievor, accompanied by their Steward, has first had a formal meeting with their Department Head, thereby giving their Department Head an opportunity of adjusting their grievance. Such grievance shall be discussed with the immediate supervisor within five (5) working days after the circumstances giving rise to the grievance have occurred.

Failing settlement, the grievance may, within five (5) working days following the meeting with the employee's Department Head, then be referred to Step 2.

STEP 2

The area Steward or the Chief Steward may submit a written grievance to the Chief Administrative Officer. The grievance, signed by the aggrieved employee and/or the Steward or Union representative, must contain the nature of the grievance, the remedy sought and the section or sections of the agreement, which are alleged to have been violated.

The Chief Administrative Officer shall convene a meeting, which would include the appropriate Department Head and Union representatives, within ten (10) working days from the date on which the grievance is received by the Chief Administrative Officer. The written decision shall be delivered to the area Steward and the Chief Steward within five (5) working days from the date on which the meeting was held under Step 2.

The employee shall at all times be represented by their Steward or designate in meetings with the Municipality's representatives concerning their grievance.

- 12.02 The Municipality may, at its discretion, refuse to consider a grievance, or having considered it, refuse to agree to the arbitration of any matter, the alleged circumstances of which occurred more than ten (10) working days prior to the filing of the grievance in writing at Step 1.

- 12.03 Any difference arising directly between the Municipality and the Union involving the interpretation, application or alleged violation of this agreement may be submitted in

writing by either party and dealt with as a grievance commencing at Step No. 2 of the grievance procedure.

Any grievance by the Municipality or the Union as provided in this paragraph, shall be commenced within thirty-five (35) calendar days of the date of occurrence. No Union grievance shall be presented at Step No. 2, which an employee, or a group of employees could normally process as an individual employee grievance, or a grievance of a group of employees.

12.04 Failing settlement under the foregoing procedure of any grievance between the parties, arising from the interpretation, application, or alleged violation of this agreement, including any question as to whether the matter is arbitrable, such grievance may be submitted to arbitration as set forth in the arbitration Article of this collective agreement.

If no written request for arbitration is received within fifteen (15) working days after the decision under Step No. 2 is given, it shall be deemed to have been settled and not eligible for arbitration.

12.05 It is agreed that grievances and replies to grievances shall be in writing at all stages with a copy to the local Union Secretary. The grievance of an employee or a group of employees that has been settled at Step No. 1 to the satisfaction of the grievor(s) cannot be subsequently processed by the Union through the remaining Steps of the grievance and arbitration procedures.

12.06 All agreements reached under the grievance procedure between the representatives of the Municipality and the representative of the Union will be final and binding upon the Municipality and Union and the employee(s).

12.07 No adjustment affected under the grievance procedure or arbitration procedure shall be made retroactive prior to the date of the occurrence, which resulted in the grievance being filed. This clause shall not prevent the adjustment of pay caused by clerical errors in computation.

12.08 Where no answer is given to the grievor(s) within the time limit specified in the grievance procedure, the grievor(s) shall be entitled to submit the grievance to the next Step of the grievance procedure.

12.09 Working day as used in this Article and discharge Article shall mean a day other than Saturday, Sunday or a specified paid holiday.

12.10 A grievance that is not submitted to the next Step within the time limits shall be deemed to be settled, and disposition shall be as per the reply given at the preceding Step.

ARTICLE 13 - DISCIPLINE, SUSPENSION AND DISCHARGE

- 13.01 Notice of the suspension or discharge shall be forwarded to the employee by registered mail to the last known address on file with the Municipality unless such documentation has been provided in person. An employee shall be accompanied by a Union representative at meetings where any disciplinary matters are discussed. Notice of the suspension or discharge shall be forwarded to the Secretary of the Union and the Canadian Union of Public Employees, **550 Bingham Centre Drive, Suite 101, Kitchener, ON, N2B 3X9**
- 13.02 A claim by an employee with seniority that he has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance procedure is received within five (5) working days after the employee ceases to work for the Municipality, and the first Step of the grievance procedure will be omitted in any such case. Such special grievance may be settled under the grievance and arbitration procedures by;
- a) Confirming the Municipality's action in dismissing the employee; Or
 - b) Re-instating the employee with full compensation and seniority for the time lost;
 - c) By any other arrangement which is just, in the opinion of the parties, or the arbitrator if appointed.
- 13.03 **Personnel Files:**
- No disciplinary document shall be placed on the employee's file which has not been first shown, and a copy given, to the employee. An employee, or their Representative, shall have the right to have access to, make copies of, and review their personnel file. The employee shall have the right to respond to any document on the personnel file, and such reply shall be part of the record.
- 13.04 All disciplinary letters and documents shall be removed from the employee's file and shall not be used by the Municipality in any other matter, or at arbitration, after twenty-four (24) months from the date of the incident. For issues that may be considered by either party to be resolved, the employee may request, and the Corporation may agree to remove any document from the employee's file in a shorter period of time than twenty-four (24) months, as mutually agreed between the employee and the Corporation.

ARTICLE 14 – ARBITRATION

- 14.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, administration or alleged violation of this agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration as defined in Section 48 of the Ontario Labour Relations Act. It is

understood that any question as to whether a matter is arbitrable may also become the subject for arbitration.

- 14.02 No person shall be selected as an arbitrator who:
1. Is acting or has been in a period of six (6) months preceding the date of his appointment, acted in the capacity of solicitor, legal advisor or counsel of either of the parties.
 2. Has any pecuniary interest in the matter referred to the Board.
- 14.03 The parties will jointly share the expenses of the Arbitrator, if any.
- 14.04 The time limits fixed in both grievance and arbitration procedures may be extended only by mutual consent in writing of the parties to this agreement.
- 14.05 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to any part of the Municipality's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 14.06 The decision of the arbitrator shall be binding on both parties. The arbitrator shall not have any power to alter, modify, amend or change any of the provisions for any existing provisions, nor to give any decision inconsistent with the terms and contents of this agreement.
- 14.07 It is agreed that a representative of CUPE may be present at all stages of the grievance and arbitration procedures if requested by either party.

ARTICLE 15- SPECIFIED HOLIDAYS

- 15.01 Each employee who has completed sixty (60) calendar days or more continuous service, is entitled to twelve (12) paid specified holidays regardless of the day on which the holiday occurs.

The holidays to which this will apply are:

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

- 15.02 In order to qualify for payment for specified holidays an employee must work his scheduled working day immediately prior to and following the holiday except in the

following circumstances; where absence on either or both of the said qualifying working days is with prior permission or due to illness.

- 15.03 An employee who is regularly scheduled to work on a paid holiday and does work shall receive pay for such work at the rate of time and one half (1 1/2) his regular rate and he shall be given a day off with pay in lieu of such holiday at a time mutually satisfactory to the Municipality and the employee but in any event within forty-two (42) calendar days of the holiday. Employees who are scheduled to work on a paid holiday shall receive pay for such work at the rate of three (3) times their regular rate for Christmas Day only. Employees working on either Boxing Day or Family Day will be paid at a rate of two (2) times their regular rate for such work.
- 15.04 An employee who is absent on a paid holiday for which he is scheduled to work shall forfeit his paid lieu day off unless such absence is due to illness.
- 15.05 In the event of a paid holiday falling within an employee's vacation period, such employee shall be granted an additional day's vacation at a time mutually agreed upon.
- 15.06 When any of the specified holidays in this Article fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Municipality, but in any event within forty-two (42) calendar days of the holiday, except when a specified holiday such as Canada Day, Remembrance Day, Christmas Day, Boxing Day or New Year's Day fall on a Saturday and/or Sunday, when agreement as to lieu days will be between the Union and the Municipality if not covered by law.
- 15.07 An employee who is not on his regularly scheduled day off but who is scheduled off in recognition of the holiday on the actual day of the specified holiday shall, if called in, receive his regular day's pay for the holiday and in addition shall receive time and one half (1 1/2) his regular rate for all hours worked subject to the call-in provisions of this collective agreement.
- 15.08 Floater Time
Employees are entitled to two (2) floater days each year which can be taken at a time mutually agreed to between the employee and their immediate department head(s). Employees are permitted to use the time in hourly increments, but such time will not exceed sixteen (16) hours of time off.

ARTICLE 16 - VACATION

- 16.01 Permanent employees shall receive annual vacation with pay based on their individual anniversary date following the completion of the required years of service.
Employees will be given their full vacation allotment on their anniversary date.

Length of Service	Vacation Entitlement
Less than one (1) year (earned throughout the first year from hire date) of continuous service but less than five (5) years of continuous service	Fifteen (15) working days
Not less than five (5) years continuous	Sixteen (16) working days.
Not less than six (6) years continuous service	Seventeen (17) working days.
Not less than seven (7) years of continuous service	Eighteen (18) working days
Not less than eight (8) years of continuous	Nineteen (19) working days
Not less than nine (9) years of continuous service	Twenty (20) working days
Not less than fourteen (14) year of continuous service but less than twenty (20) years of continuous service	Twenty-five (25) working days
Not less than twenty (20) years of continuous service but less than twenty-five (25) years of continuous service	Thirty (30) working days
Not less than twenty-five (25) years of continuous service	Thirty-five (35) working days

- 16.02 Not more than two (2) consecutive weeks vacation may be taken at a time, during the months of July, August and September, however, if the holiday(s) of another employee(s) is not affected in any way and efficient operation can be maintained, the Municipality will allow a longer vacation than two consecutive weeks during the three (3) months stipulated in this clause.
- 16.03 Employees shall be allowed to accumulate and carryover vacation credits to a maximum of two (2) weeks on approval of their Supervisor. Any carryover beyond two (2) weeks will be at Management's discretion.
- 16.04 Vacations will be scheduled at such time of the year as is found most suitable considering both the wishes of the employee and the Municipality; however, they will be scheduled in such a manner as to provide a fair distribution of the number of employees absent at any one time.
- 16.05 Employees with the greater length of service within each department will have first choice of vacation dates provided that they indicate their preference to the Municipality before April 1st in order that the vacation schedule may be posted by May 1st.
- 16.06 On termination an employee shall be paid any vacation credits calculated. on the basis

of his vacation entitlement.

- 16.07 Employees who have been absent without pay for any reason, except for statutory leaves for more than forty-five (45) working days in the vacation eligibility year shall receive a pro-rata reduction in their vacation pay entitlement.
- 16.08 Vacation pay for temporary and part time employees shall be 4% of earnings during the first five (5) years of service. After five (5) years of employment, temporary and part-time employees shall receive 6% of earnings for vacation pay. Vacation pay shall be provided on each pay period. For clarity, a year of service for this clause is defined as three (3) months of work in the previous twelve (12) month period.
- 16.09 In the event of a paid holiday falling within the employee's vacation period, such employee shall be granted an additional day's vacation at a time mutually agreed upon.
- 16.10 An employee who is incapacitated due to illness or injury and is under medical treatment while on vacation shall have the vacation days so displaced either added to the vacation period or reinstated at a later date, at a time mutually agreed between the employee and his supervisor. The employee must provide medical documentation from a qualified medical practitioner to the Municipality to have his vacation reinstated if requested.
- 16.11 Vacation payment on any overtime shall be paid at 4% until the employee has reached five (5) years of employment, 6% from five (5) years until ten (10) years of employment and 8% after the employee has reached ten (10) years of employment. Vacation payment earned on overtime in any given pay period will be paid with the next pay for that pay period.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.01 Leave of absence without pay and without loss of seniority shall be granted upon request to the Municipality to employees elected or appointed to represent the Union at conventions or seminars, and provided such leave of absence does not interfere with sufficient operations. Not more than one (1) employee shall be permitted to be absent at any one time. Such requests shall be in writing from the Secretary of the local to the Chief Administrative Officer as far in advance as possible and shall contain the name of the appointed employee plus dates of the meeting.

Jury duty

- 17.02 Permanent employees, who are required to serve as jurors or witnesses in any court, shall be granted leave of absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Upon completion of his jury or witness service such employee shall present to his Department Head a certificate satisfactory to the Municipality showing the period of such service. Such

employee will be paid his full salary or wage for the period of such jury or witness service provided he shall deposit with the clerk the full amount of compensation received, excluding mileage and traveling expense, and official receipt therefore.

Bereavement leave

17.03 Leave of absence with pay shall be granted to an employee who is scheduled to work, and shall not be paid for those days the employee was not scheduled to work, for the purpose of arranging and/or attending a funeral or memorial service and/or grieving as follows:

<u>Relationship</u>	<u>Entitlement</u>
Mother	5 days
Father	5 days
Brother	5 days
Sister	5 days
Mother-in-law	5 days
Father-in-law	5 days
Spouse	5 days
Child	5 days

(if requested by the employee, the Municipality will grant up to ten (10) working days without payment for the relations listed above.)

Own grandparent	2 days
Spouse's grandparent	2 days
Own grandchild	2 days
Spouse's grandchild	2 days
Brother-in-law	1 day *
Sister-in-law	1 day *
Daughter-in-law	1 day *
Son-in-law	1 day *
Aunt	1 day *
Uncle	1 day *
To serve as a pallbearer	1 day *

* (to attend the funeral or memorial service.)

*The employee will be entitled to a full day off work with pay to attend the funeral if the funeral occurs on a scheduled work day.

17.04 When conditions allow, employees will receive half their shift off on Christmas Eve and on New Year's Eve. Employees who are required to work during that time will be entitled to bank up to four (4) hours of banked time, equivalent to the time worked in this regard. Any time beyond the regular eight (8) hour workday is subject to the overtime provisions of the collective agreement. The employer will keep these four or eight hours separate (not part of regular banked time) for use as lieu time in the event

employees are required to work.

ARTICLE 18 - HOURS OF WORK, SCHEDULES, BREAKS AND REPORTING

Standard hours

18.01 a) PUBLIC WORKS

The standard hours of work shall be eight (8) continuous hours per day including a paid thirty (30) minute lunch period that is inclusive of any wash up time and that the employees will remain on the job site for the (30) minute period, forty (40) hours per week. The regular work week shall be five (5) days, Monday through Friday.

Summer Hours will be as follows:

April 1st – November 15th
Monday-Friday 7 a.m. to 3 p.m.

Winter Hours (Winter Control Season) will be as follows:

November 16th to March 31st (Winter hours may start after November 16th and/or end before March 31st, at the discretion of Management.) If Winter Hours are not implemented the shift will be from 7 a.m. to 3 p.m.

Monday-Friday 5 a.m. to 1 pm and 1 p.m. to 9 p. m. The afternoon **Operator(s)** shift will be filled by volunteers going by seniority and by reverse seniority where there are insufficient volunteers. The maximum amount of permanent full-time employees (**Operators**) assigned to this afternoon shift will be two (2).

The Employer will notify employees of its intention to implement a winter hours schedule of 5 a.m. to 1 p.m. and 1 p.m. to 9 p.m. shifts at least three (3) weeks in advance of implementation; and will notify employees of its intention to end the winter hours schedule of either the 5 a.m. to 1 p.m. or the 1 p.m. to 9 pm shift at least two (2) weeks in advance. Either of the above notice periods may be shorter than the required number of weeks with the agreement of the Union and the Municipality.

During the specified Winter Control season:

Any Operator moved to the afternoon shift shall be paid his regular rate but under no circumstance would be at less than Step 2.

Any temporary employees hired in addition to the full-time complement during the Winter Control Season shall have the opportunity to be added to the rotational list for overtime on weekends **in accordance with 19.01 e).**

Any changes to the start and end (i.e., with reference to hours of work) of shifts for an employee shall be mutually agreed upon by the employee, Local Union

Representative, and the Municipality.

Any issues that occur on the afternoon shift, employees are to contact the Department Head for direction.

The wing rate is no longer applicable. The winter premium will be a flat rate of one dollar and fifty cents (\$1.50) per hour, paid from the Monday closest to November 16th until March 31st regardless of implementation of the winter hours, **which will be paid on every hour worked and is** subject to the overtime multipliers.

It is understood that the flat rate will apply during the full winter season from the Monday closest to November 16 until March 31. All shift premiums will apply for the afternoon shift in accordance with 19.02, in addition to the winter premium.

18.02 A ten (10) minute rest period shall be granted to all employees during each half of their daily shift with such times at the discretion of their immediate supervisor. Rest periods will be taken on the job site. Wash up time of not more than ten (10) minutes will be allowed at the termination of each work day.

18.03 Schedules

The Department Head shall make every effort to post at least four (4) weeks in advance, but not less than two (2) weeks in advance, the scheduled hours of work. In the case of a change in the posted shift at the request of the Municipality with less than seven (7) calendar days notice, the employee affected shall be paid time and one half (1.5) of his regular straight time pay only for the first shift of the new schedule. Such premium shall not apply when the change is requested by an employee and consented to by the Municipality. Shift changes requested by the employee will require seven (7) calendar days notice. In the case of a change in the posted hours of work, the Municipality agrees that a change will not be made solely to prevent overtime payments. There shall be no split shifts. Employees will have two consecutive days off per week and will have two weekends (Saturday and Sunday) off per month.

18.04 Reporting

- a) An employee who reports for work at the regular starting time, who has not previously been notified not to report, and who is laid off for any reason - such as inclement weather, equipment failure or material shortage - will receive pay for a minimum of four (4) hours at his regular rate of pay. If the employee is told to report back in the afternoon and is again laid off for any reason, he will receive pay for a minimum of two (2) hours at his regular rate of pay.
- b) Employees who report late for their shift shall not be deducted any pay for a period of less than five (5) minutes. Pay will be deducted for periods of lateness of five (5) minutes or more to the nearest exact fifteen (15) minutes that is longer.

ARTICLE 19 - PREMIUM PAY

19.01 Overtime payment

a) Public Works

All hours worked in excess of the normal workday, the normal work week or on a specified holiday, shall be considered as overtime and shall be paid for at the rate of time and one half (1 1/2), except as hereinafter provided. Work performed on specified holidays will be paid at time and one half (1 1/2) the basic rate, plus a paid lieu day off. Overtime work performed on Sundays will be paid at double (2) the regular basic rate. Overtime work performed on Saturdays will be paid at time and one half (1 1/2) the regular basic rate.

b) Recreation Department

All hours worked in excess of the normal workday, the normal work week or on a specified holiday, shall be considered as overtime and shall be paid for at the rate of time and one half (1 1/2), except as hereinafter provided. Work performed on specified holidays will be paid at time and one half (1 1/2) the basic rate, plus a paid lieu day off. Overtime work performed on the second scheduled day off will be paid at double (2) the regular basic rate. Overtime work performed on the first scheduled day off will be paid at time and one half (1 ½) the regular basic rate.

c) Overtime rates will not apply for the first fifteen (15) minutes following termination of the regular working shift. Should overtime exceed fifteen (15) minutes the foregoing payment shall be retroactive to the commencement of the overtime period. Overtime worked that terminates within fifteen (15) minute periods shall be paid to the nearest exact fifteen (15) minutes that is longer.

d) Overtime shall not apply on regularly scheduled Saturday and Sunday shifts or when an employee is scheduled to work Saturdays and Sundays to enable him to complete a full work week or when a change of scheduled shifts is arranged between employees, and is approved by the Municipality, which may necessitate an employee(s) working hours in excess of the normal work week.

e) It is agreed that any overtime will first be offered to available permanent full-time employees. However, if a sufficient number of permanent full-time employees cannot be obtained, then the Municipality may offer the extra work to temporary full time, part time or student employees, and failing this to anyone else selected by the Municipality.

f) Offering and Distribution of Overtime Opportunities:

i) The Municipality will endeavor to distribute overtime fairly among the available qualified full-time employees.

ii) "Qualified" in this Article and throughout this agreement shall be defined as any employee possessing the normal skill and ability to perform the work in a competent manner. The skills and equipment training which employees

possess will constitute being "qualified" and shall be recorded by the supervisor.

- iii) "Available", as it pertains to employees being available for overtime, in this Article and throughout this agreement shall be defined as employees who are:
- able to report to work within 45 minutes of being called; and
 - willing to perform the overtime work.

- iv) The Municipality will distribute the opportunity of overtime relatively equally among available, qualified employees initially within each classification in accordance with the Rotation List. This may not result in employees receiving an exactly equal amount of overtime hours or overtime pay.

"Rotation" shall mean commencing first with the most senior employee and then continuing down the seniority list to the least senior employee. Upon reaching the least senior employee on the seniority list, the rotation shall return to the most senior employee and commence again, and so on.

- v) Overtime Opportunities Monday to Friday

Where there is any piece of equipment that is regularly operated by a specific employee, such requirement for overtime will be offered first to that employee.

- **Overtime opportunities in Public Works will be first offered to all qualified and available full-time Public Works employees in accordance with the Overtime Rotation List.**
- End of shift overtime, whether scheduled or not, shall first be offered to the regular operator assigned to the particular job or project. If the regular operator will not or is not available for the afternoon shift overtime, it shall be offered to the next **qualified** employee as per the Overtime Rotation List.

During the wage grid transition period, as employees become fully certified on the grader, excavator and backhoe, all employees will continue to operate the equipment that they have operated in their previous position.

- vi) Call-ins:

Call-ins for work before the beginning of the regular shift will continue to be made by calling in the regular equipment operator for the equipment utilized and in accordance with Article 19.03. Should any of the regular operators not be available due to illness, vacation, etc. the next qualified, available operator will be called in accordance with the Overtime Rotation List.

- vii) An Overtime Rotation List shall be established by the Department Head and maintained by the Senior Lead Hand I Lead Hand. The Overtime Rotation List

shall be maintained electronically, and a paper copy will be made available to employees to review as needed. Employees will provide a telephone number to the Township at which they can be contacted for call-in or overtime.

- When an employee is called and works the offered overtime, a "W" shall be placed opposite their name with the date the overtime was worked.
- When an employee is called and does not answer the call, an "N/A" shall be placed opposite their name with the time and date that the call was made.
- When an employee is called and answers the call but declines the overtime or is not available to perform the overtime, a "D" shall be placed opposite their name with the time and date that the call was made. (See Legend on Overtime Rotation List & Schedule)

In the case of either a "no answer" or a "decline" the next call will then be made to the next employee on the rotation until an employee accepts the offered overtime. If no full-time employee is available the Municipality will contact persons as provided in Article 19.01 e).

- g) Standard hours of work as outlined herein are stated only for calculating overtime and shall not be construed as a guarantee of any minimum or any maximum hours to be worked. Overtime and premium payments shall not pyramid in any circumstance(s).
- h) Employees may accumulate and bank overtime at the appropriate overtime rate to a maximum of 80 hours paid time off in any calendar year. Such time will be taken as paid time off at a time mutually agreed between the director and the employee. Any banked overtime not taken by November 30 shall be paid out to the employee no later than the next possible pay period. It is understood that banked hours requested to be paid out prior to November 30th are replenishable but at no time will the employee be allowed to use more than eighty (80) hours of paid time off in a calendar year. Employees may request payment of any banked hours with two (2) weeks notice.

Shift Premium

- 19.02 Employees working the second (afternoon) shift, or weekend shifts, will receive a shift premium for all hours worked while on said shifts.

Shifts shall be defined as follows:

a) **Public Works:**

- i) Day shift - starting at 7 a.m. and completing at 3 p.m. (Summer hours) and starting at 5 a.m. and completing at 1 p.m. (Winter hours).
- ii) Afternoon shift - starting at 1 p.m. and ending at 9 p.m. (Winter hours)

Any changes to the start and end of shifts shall be mutually agreed upon by the employee and the Municipality.

b) Recreation:

- i) Day shift - starting on or after 7 a.m. and before 10 a.m.
- ii) Afternoon Shift - starting on or after 1 p.m. but before 4 p.m.

No afternoon shift shall commence after 4:00 p.m.

Any changes to the start and end of shifts shall be mutually agreed upon by the employee and the Municipality.

No employee will leave the facility prior to the conclusion of an ice rental / event, or the completion of their duties as assigned.

c) Premiums will be as follows:

Afternoon shift

\$1.65 per hour on date of ratification

d) Recreation Department - On Saturdays and Sundays, the shift premium will be applied on all hours worked:

\$1.85 per hour on date of ratification

e) Shift premium shall not be paid regular Monday to Friday day shift hours.

f) Shift premiums will not apply where the overtime premiums do apply.

g) When an employee works overtime as a continuation of the day shift or is called in outside of his normal hours, he shall not receive shift premiums.

h) The above shift premiums are in addition to any applicable Winter premiums.

19.03 Call in

If an employee is called in to work after having completed his regular shift and having gone home, he shall be paid a minimum of three (3) hours pay at the applicable overtime rate.

19.04 Meal allowance

Where an employee works three (3) or more hours continuous with the regular working day, such an employee shall be eligible for a meal allowance of **sixteen dollars and fifty cents (\$16.50)** Payment of this meal allowance shall not apply where an employee is required to work at hours not continuous with the regular working day. Where an employee works five (5) or more continuous hours on overtime, over a weekend for the Public Works Department or on a scheduled day off for the Recreation Department, such employee shall be eligible for a meal allowance of **sixteen dollars and fifty cents (\$16.50)**

19.05 Standby

- a) Authorized employees scheduled for “standby” shall be on standby duty for one full week at a time, on a rotational basis as scheduled by the Department Head annually by April 1st. It is understood that **from October 1st to April 30th** only those Public Works employees on Patrol will be assigned to Standby. Any change to the Standby schedule as a result of eligibility for Winter Patrol, shall be posted by **September 15th**.

Standby for Recreation employees will be year-round. Standby for all Public works employees will be from **May 1st to September 30th** (or the Friday before the **September 30th** date).

Authorized employees scheduled for “standby” shall receive an allowance as follows:

- On the date of ratification: **forty dollars (\$40)** per day on Monday to Friday, and **sixty-five dollars (\$65)** per day on Saturday and Sunday, and for holidays listed in Article 15.01.

Standby duty for both departments will begin at 7 a.m. Friday until 7 a.m. the following Friday. All full-time, permanent employees will participate in the standby duty on a rotational basis. Employees may trade or give up assigned weeks or days (if needed) to other qualified employees within their own department. Vacation that is approved and posted by May 1st will not be superseded by standby duty but covered by the Municipality. For standby duty assigned during vacation that is approved after May 1st, such coverage of standby duty will be arranged for by the assigned employee. Standby employees (and any others) called out on emergency calls will be paid a minimum of three (3) hours at the appropriate overtime rate.

Employees on “Standby” will be supplied by the Municipality with a cellphone and must respond by phone within twenty (20) minutes.

Standby employees may choose to actually do the necessary work or to call someone else to do it. In those cases where they choose to call someone else or in cases where more assistance is required, the standby employee shall call for additional assistance as per the rotational list provided by management. If no other employee is available, once the rotational list is exhausted, the standby employee will have to do the work, and only if more workers are required, they will call the Department Head for further instructions.

- b) Employees called in will be allowed up to forty-five (45) minutes to report for duty from the time they are notified.
- c) Standby schedules will be by seniority, posted by the Department head by May 1st each year.
- d) Winter Patrol as per **Article 19.05 a)**, in Public Works Department, shall be assigned and rotated equitably amongst a minimum of three (3) qualified employees who volunteer. Selection will be by seniority, subject to employees being qualified. If there are fewer than the required minimum of volunteers, then selection will be by least

senior qualified employee(s) to complete the complement. Qualified substitutes must be approved by the Department Head. If an Operator is selected to perform Winter Patrol, they will be paid **Temporary Lead Hand premium** on top of their basic rate **per hour of Patrol**. Such premium is not subject to overtime multipliers.

Winter patrol on weekends and holidays will be conducted as necessary as determined by the patroller based on their training and review of credible forecasts; allowing for sufficient time to call in and have staff respond in order to address active weather conditions. Those who are on standby and winter patrol during the winter operations period only, will be compensated **thirty-five dollars (\$35.00)** per day on weekends/holidays listed in Article 15.01. Winter Patrol for Monday to Friday (excluding holidays) will be performed as part of one's regular work hours. If employees are required to do patrol or attend to a standby call, outside of their normal work hours, they will be compensated as per Article 19.03.

ARTICLE 20 - ABSENCE FROM WORK

- 20.01 Employees who are unable to assume their normal duties on any working day, must notify their Department Head forty-five (45) minutes prior to the commencement of their regular shift. It is acceptable to text, phone or email.
- 20.02 An employee who is absent by reason of illness and whose absence is in excess of three (3) working days, may be required to furnish a medical certificate from a duly qualified medical practitioner for each such absence reimbursed by the Municipality; this certificate is to be submitted to the CAO by the employee prior to commencing his work assignment. Employees must notify their Leadhand/Senior Leadhand and/or Department Head at least the day before or on the same day prior to the start of his shift of his intentions to return to work if he has been absent in excess of three (3) working days. It is understood that any employee who is applying for short-term disability shall be responsible for the cost of such medical certificate.
- 20.03 The Municipality shall have the right at any time to require that an employee who is absent on account of sickness be examined by a medical examiner selected by the Municipality. If an employee is not satisfied with his rating following such an examination, he will have the right to be examined by his own physician. If the report of the employee's physician is contrary to the first report, he will be examined by a third physician satisfactory to both parties. The third physician will be requested to complete the standard medical examination form but will not be informed of the reason for such examination. The results of such examination shall not be disclosed to the Municipality without the consent of the employee who may wish to use the same in support of a claim for special consideration. If the employee allows the results to be disclosed to the Municipality a decision of the majority will be binding. If the employee does not allow the results to be disclosed to the Municipality, the decision of the physician used by the Municipality shall be binding.

ARTICLE 21- SAFETY

- 21.00 The Municipality will provide a non-Union management designate, who is certified and a Union member who is certified, to do monthly inspections and all other Health and Safety related issues in accordance with the *Health & Safety Act* which may be amended from time to time.
- 21.01 The Municipality shall endeavor to observe all reasonable precautions and provide necessary safety devices or appliances that may be required for the protection of its employees and first-aid equipment will be placed at strategic locations. The employees will co-operate by observing safety practices.
- 21.02 The Municipality will, as necessary and as required, provide adequate training to employees for the classification within which they are required to work.

ARTICLE 22 - CLOTHING AND EQUIPMENT

- 22.01 Coveralls, and gloves, shall be supplied for all employees when conditions require their use. **Worn out gloves must be exchanged for new issues.**

The Municipality will provide an annual allowance of \$775 (excluding Township Emblems and taxes) which is inclusive of pants, shirts, bibs, parkas, hats, jackets, toques, rain gear, work boots and rubber boots. The allowance will be adjusted and covered by the Township for larger sizes. Clothing will be ordered at least twice annually (i.e. Spring, Fall) through an approved order form and provided by the Municipality. **Clothing requests may be submitted by employees at any time and will be filled as soon as possible.** The clothing supplied shall be worn on the job to enhance our visibility and help to identify them as Municipal workers. **Employees shall purchase CSA approved work boots from another supplier on their own time for reimbursement within their annual allowance. The Municipality shall make reasonable efforts to ensure that the chosen clothing supplier's pricing is competitive. Annual allowance will begin January 1st of each calendar year beginning in 2025.**

Any remaining balance will not be carried over into the next year.

Coveralls will be supplied and laundered as required.

The employer will provide all PPE required for assigned tasks other than items included in the clothing allowance outlined above.

Shorts may be worn if approved by the Department Head provided that they meet the specification of the Municipality.

The following criteria are to be met when wearing short pants:

Only the selected supplier's short pants will be permitted to be worn.

The short pants selected will provide a reasonable length. As a guideline, approximately 2 inches above the knee and must have a hem. Alterations in the leg length will not be permitted nor will employee-owned shorts.

Necessary safety requirements are to be met and if short pants are deemed by management to be inappropriate in specific areas or situations, they will not be worn.

All staff wearing short pants will have in their possession suitable long pants or coveralls to put on in the event their work changes during the workday to an activity not suitable for short pants.

- a) The Department Head may at his discretion issue on an individual basis replacement **(at no cost to the employee's allowance) of any piece of clothing covered under this agreement** that in the Department Head's opinion, has become **damaged** through normal use on the job. The other pertinent conditions of this Article will continue to apply to any early issue.

Annually in November, the allowance outlined in this article will be reviewed to reflect the increase outlined in the median CPI (based on Sept to Sept) which will be applied and effective in the January 1st allowance available.

- 22.02 An employee who is issued safety boots and whose employment is terminated for any reason prior to the completion of weeks ten (10) weeks of continuous service, shall have the cost of the safety boots deducted from his pay and return all clothing.

ARTICLE 23 - PENSION, SICK LEAVE & WELFARE BENEFITS

23.01 Employee benefit program

The Municipality will pay one hundred percent (100%) towards the cost of the following benefits which must be read subject to the conditions of the carriers:

1. Employer Health Tax Program.
2. Group Life Insurance Plan - equivalent to two (2) times annual earnings to nearest one thousand dollars (\$1,000.00) that is higher.
3. Extended Health Care Plan - deductibles of ten dollars (\$10.00) single and twenty dollars (\$20.00) family. One hundred percent (100%) paid after deductible satisfied.

Main coverage's are:

- Drugs
- Ambulance
- Private Duty Nursing
- Artificial eyes, limbs - trusses, braces, crutches, etc.
- Rental of iron lung - hospital bed, wheelchair

- Osteopaths - physiologists - chiropractors
- Semi-private room in hospital
- Anesthetic - blood plasma – oxygen

Vision care (eye glasses) - Maximum five hundred (\$500.00) dollars once in every two consecutive calendar years.

Vision care examination, over and above the biannual vision care amount, every two years, paid by the carrier, unless prescribed by a physician to be performed annually.

Hearing aids, prescribed by an otolaryngologist, to a maximum of four thousand dollars (\$4,000.00) every three years of each insured person.

Chiropractic:

\$650.00 maximum

Physiotherapy:

No Limit

Orthotics:

No Limit

The Municipality agrees to review the Sun Life Benefits Manual annually and will inform the Union of any changes to the plan that provides betterment to the employees during the life of the Collective Agreement.

Sun Life Critical Illness coverage, \$10,000.00 protection, 3 types of incidents.

4. Dental insurance, including:

Part	Deductible Benefits	Per family unit	Reimbursement	Maximum
a	Preventive	None	100%	None
b	Major restorative	None	75%	None
c	Orthodontic	None	75%	\$4,000.00

(The orthodontic benefit is for insured dependent children under age 19)

The Municipality will continue to provide a Dental plan through a carrier of the Municipality's choice which is at least equivalent to the plan in effect.

5. A Long-Term Disability plan that pays seventy-five (75%) percent of your normal monthly salary (as included in the Group Insurance plan) if you are incapable of performing any kind of work because of illness etc. After a seventeen (17) week (one hundred and nineteen (119) calendar days) waiting period or when your sick leave credits are exhausted whichever is the greater. The maximum will be **\$5,000.00/month**.

23.02 Change of Carriers

The Municipality may change carriers from time to time, provided that the benefits will at least be equivalent to those now in effect and provided the Municipality gives the Union at least forty-five (45) days written advance notice of the change along with the specific information detailing the coverage and conditions of the benefits to be provided by the new carrier. This does not apply to EHT or any plan mandated by law. If the Union advises the Municipality within twenty-one (21) days of such notice that it disputes that the coverage of any carrier is not equivalent to that required by the Collective Agreement, the dispute may be the subject of a grievance and arbitration. The Municipality's responsibility shall be limited solely to the proper payment of the premiums.

23.03 Sick leave

Permanent full-time employees shall be entitled to 12 sick days per year cumulative with no cash payout. The accumulated sick days in by-law #2091 are frozen at the end of 1984. The employees who have any accumulation of sick days as of December 31, 1984, may cash out 50% of their accumulation standing to their credit at any time and will be paid at the hourly rate in effect when they cash out their sick days. **Employees will be permitted to use their sick day entitlement for family sick reasons.**

23.04 Employee's pension plan

All permanent full-time employees must participate in the Ontario Municipal Employee's Retirement System (OMERS). Temporary employees are not eligible for participation in OMERS unless they meet OMERS eligibility requirements. Contributions to the OMERS plan are in accordance with the rules and regulations of the plan as amended from time to time.

23.05 Loss of employer contribution towards benefit plans

Benefit coverage where applicable, will be maintained by the Municipality, subject to the provisions of Article 8.06, for employees absent on Workers' Compensation and Long-Term Disability, for a period of time equal to the length of their seniority at the time of the commencement of the absence, or for thirty (30) months, whichever is the lesser.

The Municipality will not participate either in full or in part towards the premium cost for any part of the employee benefit program when an employee is off unpaid for any reason in excess of sixty (60) calendar days except for:

- An employee on maternity leave or parental leave, as per the Employment Standards Act,
- An employee in receipt of LTD benefits,
- An employee on lay off, to a maximum of six (6) months, subject to the

provisions of Article 8.06c.

23.06 Short Term Disability Plan

The Short-Term Disability (STD) Plan covering a maximum of seventeen (17) weeks is as follows:

From the first day of accident or sickness, Sick Days will be exhausted first at one hundred percent (100%) of regular pay.

For the balance of the seventeen (17) week period (after all but fifteen [15] sick days are completely exhausted), the Township will pay employees on STD seventy-five percent (75%) of their regular salary. (In the case of sickness, such payments by the Township will commence only after three (3) days from the start of the time off for the illness.) Banked time or vacation may be used to top up earnings to one hundred percent (100%) during this period.

While on STD, the contributions to OMERS will continue to be made as if the employee was receiving one hundred percent (100%) of salary.

23.07 Prescription Safety Glasses

Prescription safety glasses – one hundred dollars (\$100.00) - Once in every two (2) consecutive calendar years.

23.08 Benefits to Retirees

The Municipality will pay one hundred percent (100%) of the premium cost of the Employer Health Tax or any successor plan, Extended Health Care and Dental coverage for an employee voluntarily electing retirement until the retired employee's sixty-fifth (65) birthday, subject to the following conditions:

1. This program will be extended only to employees voluntarily electing retirement before the age of sixty-five (65) and within ten (10) years of their normal retirement date. This is interpreted to mean that the employee is fifty-five (55) years of age or older for an age sixty-five (65) normal retirement date and is in receipt of a retirement pension from OMERS.
2. The retiring employee must have a minimum of fifteen (15) years continuous employment with the Municipality at the time of retirement to be eligible for this program.
3. The above benefit coverage terminates in the event of the death of the retired employee where death precedes the employee's sixty-fifth (65) birthday.
4. The benefits to be extended will be as follows:
 - Employer Health Tax;
 - The Extended Health Care Plan in effect at the time of retirement;

- The Dental Plan in effect at the time of retirement.
- 5. Any future enhancements or additions to the benefit plans as outlined in item 4 will be at the discretion of the Municipality.

ARTICLE 24 - SUSPENSION OF DRIVER'S LICENSE

- 24.01
- a) Should an employee have their driver's license suspended, be prohibited from operating a motor vehicle pursuant to the Criminal Code of Canada and/or lose their driver's license for any reason, the employee shall report such suspension, prohibition or loss to their supervisor immediately prior to working their next shift and in writing within three (3) working days to the Chief Administrative Officer. The Municipality will meet with the employee and Union representatives to discuss any required action and will reassign the employee if reasonably possible to work where a license is not an essential part of the job. If required, the Municipality may assign work to the affected employee that is normally performed by any part time employees in order to attempt to ensure a full week's work. The affected employee's work shifts may be affected.
 - b) If there is no work that is reasonably available, the employee may be laid off for the duration of the license suspension, loss or prohibition under the criminal code. The employee shall be recalled to his previous position upon the reinstatement of his driving privileges.
 - c) In the event that an employee loses their license or driving privileges due to medical reasons they will be accommodated under the "duty to accommodate" requirements of the Human Rights Code (Ontario).
 - d) No employee shall be disciplined for the reason of loss of driver's license, unless such loss of license or driving privileges occurred with the operation of a Municipality vehicle or during his work hours.
- 24.02 Where it is a requirement of the position for an employee to hold a DZ or AZ driver's license, the employer shall pay the cost for the Employee's medical examination up to \$100 (one hundred dollars) and fully reimburse the cost of testing/renewal of required licenses conditional upon the employee submitting a receipt for the medical examination and the renewal.

ARTICLE 25 - COPIES OF AGREEMENT

- 25.01 The Municipality will provide sufficient copies of the Agreement for all current and new employees who may be hired during the term of the collective agreement. The collective agreement will be in booklet form in a manner agreed with the Union. The Parties will share the cost 50/50.

ARTICLE 26 - BULLETIN BOARDS

- 26.01 A bulletin board shall be provided in a location to be mutually agreed upon. The Union shall have the right to post general notices of Union activities but shall not, however, post notices of a political, civic or personal nature.

ARTICLE 27 - DEFINITIONS OF EMPLOYEES

27.01 Probationary Employees

A probationary employee is one who has not completed eight (8) months of continuous service but who will be appointed to the permanent staff upon the completion of eight (8) months of continuous service.

27.02 Permanent Full Time Employees

A permanent full-time employee is one who has satisfactorily completed his probationary period of employment or who has completed more than six (6) continuous months of service as a temporary employee.

27.03 Temporary Full Time Employees

A temporary full-time employee is one who has been hired to work the regular number of hours in the hiring department but for a specified period of time of six (6) continuous months or less. Any employee retained for a period of more than six (6) continuous months shall automatically be posted to the permanent staff and shall commence acquiring seniority, upon completion of the probationary period. Temporary employees will not have recourse to the grievance or arbitration procedures when their temporary employment is terminated for any reason.

27.04 Part Time Employees

A part time employee is one who has been hired to work more than twenty-four (24) hours, but less than the regular number of hours per week.

- 27.05 Temporary full-time employees and part time employees shall not be subjected to the benefits of this agreement except as otherwise expressly provided in this agreement or required by law.

- 27.06 Temporary full-time employees, probationary employees and part time employees will receive seven- and one-half percent (7½ %) less than the regular permanent rate of the classification they are employed in until the completion of three (3) months continuous service, when they will commence receiving the regular permanent rate.

ARTICLE 28 - GENERAL PROVISIONS

28.01 Temporary Lead Hand Premium

Where the Municipality requires an employee to serve as a Lead Hand on a temporary basis or expects an employee to direct the work of other Municipality employees or other persons, such employee shall be paid **three dollars (\$3.00)** for all hours so assigned. **If an operator is required to act as Lead Hand for a period exceeding two weeks continuously, they will be paid Lead Hand rate for the full period they are acting as a Lead Hand.**

28.02 Employee's Job Classification

Employees shall be paid for all work performed at the rate of pay of their current classification, except as provided below in this Clause. Should the employee be requested or required to perform work in a lower paid classification he shall be paid no less than his current rate of pay. Where an employee is required to do work of a higher paid classification, he shall be paid in the higher rate of pay for all hours at such work.

ARTICLE 29 - JOB SECURITY

29.01 For the duration of the collective agreement the Municipality agrees that no permanent bargaining unit employee shall be laid off from work as a result of contracting out present work or services of a kind presently performed by its employees.

29.02 For the duration of the collective agreement no full-time employee shall be laid off while there are any temporary or part-time employees retained by the Municipality in work in which the employee is qualified to perform.

29.03 The Municipality agrees to notify the Union as far in advance as possible before introducing any new technological or other changes of methods of operations for existing bargaining unit positions which might affect the employees' rights, conditions of employment, wage rates or workloads.

29.04 Where new or greater skills are required by the Municipality than are presently possessed by the affected employees, such employees shall be afforded the opportunity to be trained by and at the expense of the Municipality. Employees will take training offered by the Municipality that is applicable to their job. Training opportunities shall be offered to employees on the basis of seniority first, and then demonstrated ability. The foregoing will not limit the rights of the Municipality to fill newly created positions not currently existing in the Municipality with new employees provided the Municipality first complies with Article 9.00 and 8.03.

29.05 Should the Township of Wellesley merge, amalgamate or combine any of its operations or functions with another municipal employer; the Corporation will contact

the Union immediately. The Municipality will meet with the new municipal employer in order to facilitate retention of seniority rights, salary and wage levels, vacation and premiums, for each employee who is transferred to the other municipal employer.

29.06 It is understood that legislation can be amended from time to time. Therefore, should any legislation be enacted which provides a greater right or benefits to employees than those provided for in this Collective Agreement, the greater rights and benefits in the legislation shall prevail.

29.07 The employer agrees to maintain the current staffing complement of a minimum of 8 Public works and a minimum of 4 Recreation employees except if exceptional circumstances arise.

ARTICLE 30 - APPENDIXES

30.01 Appendixes attached to this agreement are included as part of this collective agreement.

30.02 Rates of pay and classifications shall be as set out in Appendix "A".

ARTICLE 31 - TERM OF AGREEMENT

31.01 This agreement shall become effective as of the 1st day of January **2025** and shall remain in force until the 31st day of December **2027**, and thereafter it shall be automatically revised from year to year unless in any year either party gives notice in writing to the other party of its desire to terminate, revise or amend this agreement. Such notice to be given within the period of ninety (90) calendar days before the expiry date of this agreement.

ARTICLE 32 - NO WORKFARE


32.01 The parties recognize that the Region of Waterloo's "Ontario Works Business Plan" or its successor or similar plan will not be used to displace or replace any paid work of full time or part time employees. The Municipality agrees that "Ontario Works" Clients/placements shall not be placed into any position that is covered in whole or part by Article 2.01. The parties recognize that the Region of Waterloo's "Ontario Works Business Plan" or its successor or similar plan may be used to enhance public projects for the residents of the Municipality and the local community.


The parties have executed this Collective Agreement on the 26 day of Sept., 2025.


COLLECTIVE AGREEMENT between
CUPE and it's Local 1542 and
The Corporation of the Township of Wellesley
Expiry: December 31, 2027

**The Canadian Union of Public Employees,
and it's Local 1542**

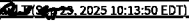
**The Corporation of the Township of
Wellesley**


Michael Therrien (Sep 23, 2025 10:26:53 EDT)


Rik Louwagie (Sep 23, 2025 10:11:38 EDT)

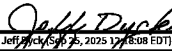

Danny Roth (Sep 23, 2025 10:38:17 EDT)


Danny Roth (Sep 23, 2025 10:38:17 EDT)


C Cook (Sep 23, 2025 10:13:50 EDT)


C Cook (Sep 24, 2025 16:16:12 EDT)


Jeff Dyck (Sep 25, 2025 12:18:08 EDT)


Jeff Dyck (Sep 25, 2025 12:18:08 EDT)

APPENDIX 'A' – CLASSIFICATIONS

Labourer

Shall have completed Grade 10, some relevant experience, be physically fit, reliable and perform such other related duties as assigned by the immediate supervisor.

Facilities Operator

Under the supervision of the Supervisor or his/her delegate, operates and maintains the arenas, parks and recreation facilities to meet the needs of the community. Ensures that a high standard of safety, cleanliness and technical operation is maintained such as good quality ice in the arenas and that refrigeration and other equipment is maintained in good condition. Oversees and performs maintenance operations including mechanical and technical repairs to equipment (except to refrigeration equipment) and facilities and engages trades people as authorized. Implements preventative maintenance programs, and performs such other related duties as assigned by the Supervisor.

Grade 10 with additional vocational program with courses that are job related and have at least six (6) months of relevant experience, and reliable.

Facilities Temporary Lead Hand

Shall have the same qualifications and responsibilities as a Facilities Operator and in addition provides leadership and direction and scheduling of hours to and for part-time and seasonal employees and ensures facilities are properly staffed depending on the event(s). Participates in formation of annual budgets as requested. Temporary Lead Hand duties and responsibilities shall be authorized in advance. Performs such other related duties as assigned by management.

Public Works Operator

Completion of grade ten (10) plus additional vocational program with courses that are job related and have a minimum of six (6) months' relevant experience. Same qualifications as Labourer and shall possess a class "DZ" province of Ontario driver's license. Operating, in a safe manner, and servicing, a truck, a tandem truck complete with snowplow and wing and/or salting and sanding equipment, tractor-mower, tractor-loader, agricultural tractor, front-end loader, sweeper and small equipment that is self-propelled, chainsaw, quick cuts/cutoff saw, etc., as required; and, where and when qualified, shall be capable of operating in a safe manner and servicing specialized road equipment such as a backhoe, grader and excavator. In addition, shall perform such other duties as assigned by the Supervisor.

Public Works Permanent Lead Hand

Same qualifications as **Public Works Operator** and will be responsible for directing the work of employees in accordance with general instructions provided by the Department Head or designate. Reports any situations where his/her directions are not being followed to the Department Head, who in turn, shall take the responsibility for any further direction or any

disciplinary action that may be required. Lead Hand will be selected on the basis of seniority from among qualified employees as per Article 19.01 f) ii. Performs such other duties as assigned by the Municipality.

Mechanic

Same qualifications as **Public Works Operator** and in addition shall have a certificate of qualification as heavy equipment mechanic and at least three years of relevant experience preferably with heavy equipment and diesel engines.

Note: this individual is paid the mechanic's hourly rate for those hours during which he/she is engaged in the actual work of a mechanic.

During the wage grid transition period, as employees become fully certified on the grader, excavator and backhoe, all the employees will continue to operate the equipment they have operated in their previous position.

~~(note: All current employees are considered to meet the full requirements of their present classification)~~

Senior Lead Hand / Project Coordinator

The language will remain in the agreement status quo until the retirement of the current incumbent from the Senior Lead Hand position.

- the same qualifications as Lead hand. In addition, this employee shall:
 1. Set up and organize the work to be performed by employees daily.
 2. Obtain utility and other locates.
 3. Prioritize Public Works maintenance activities.
 4. Ensure that Municipality roads are maintained in accordance with minimum maintenance standards.
 5. Have a major role in the determination and review of specifications for roads equipment replacement and new equipment acquisition.
 6. Have a major role in the development of the Public Works budget.
 7. Review the accuracy of billing of projects to be re-billed to others.
 8. Provide Public Works purchasing assistance by obtaining quotations, order road maintenance materials, creating purchase orders, reviewing of invoices for accuracy, tracking of same, and maintain general liaison with Municipality administration on related issues.
 9. Provide training to employees regarding their daily time entry, equipment and materials entry, perform major role in accuracy overview, tracking of same and maintain general liaison with Municipality administration on related issues.

10. Arrange and participate in the review and monitoring of snow removal contracts for Municipality facilities.
11. Provide job costing for Municipality maintenance and capital works projects.
12. Respond to requests for maintenance of Municipality buildings, assess the repairs required, arrange for minor repairs to be made, or provide advice if outside contractors are required.
13. Assist with studies, equipment issues, etc., as required regarding the School Crossing Guard Program.
14. Review the activities of outside contractors working in the Municipality on maintenance or capital projects.
15. Co-ordinates Public Works Health & Safety training and provides specific training for employees on Public Works equipment.
16. Attends Public Works related meetings as required.
17. Communicates with the public to address their concerns and complaints.
18. Performs such other related duties as assigned by the Department Head.

Effective the retirement of the current Senior Lead Hand the current Permanent Lead Hand will assume the duties outlined below but will remain as a Permanent Lead Hand. The Permanent Lead Hand position will be paid as outlined in the Appendix A until the retirement of the current Senior Lead Hand. Effective the next working day after the retirement of the current Senior Lead Hand the Permanent Lead Hand will receive a \$1.40 flat rate increase (as a result of assuming the duties outlined below) and will assume the duties outlined below. The Permanent Lead Hand will continue to receive any other wage increases that are to apply during the term of the agreement.

The paragraph outlined above for the Permanent Lead Hand would continue to apply. Upon retirement of the current Senior Lead Hand – Project Coordinator, the following duties/responsibilities will be transferred to the PW Permanent Lead Hand:

1. Set up and organize the work to be performed by employees daily.
2. Obtain utility and other locates.
3. Ensure that Municipality roads are maintained in accordance with minimum maintenance standards.
4. Provide Public Works purchasing assistance by: obtaining quotations and ordering road maintenance materials.
5. Provide training to employees regarding their daily time entry, equipment, and materials entries.
6. Respond to requests for maintenance of Municipality buildings, assess the repairs required, arrange for minor repairs to be made, or provide advice if outside contractors

are required.

7. Will assist in reviewing the activities of outside contractors working in the municipality on maintenance or capital projects.
8. Will assist in reviewing and monitoring of snow removal contracts for municipality facilities.
9. Provides specific training for employees on Public Works equipment.
10. Attends Public Works related meetings as required.
11. Communicates with the public to address their concerns and complaints.
12. Performs such other related duties as assigned by the Department Head.

With the retirement of the current incumbent the Senior Lead Hand position will be no longer be applicable under Appendix A. Employer agrees to replace the Senior Lead Hand position with an Operator 2 position upon the retirement of the (incumbent) Senior Lead Hand.

APPENDIX 'A'- RATES OF PAY

Position		2024 Adjusted Rate	2025 +2.3%	2026 +2.5%	2027 +2.5%
Public Works Operator	Step 1	\$28.13	\$28.78	\$29.50	\$30.23
	Step 2	\$29.26	\$29.93	\$30.68	\$31.45
	Step 3	\$30.43	\$31.13	\$31.91	\$32.71
	Step 4	\$31.98	\$32.72	\$33.53	\$34.37
	Step 5	\$33.26	\$34.02	\$34.88	\$35.75
Public Works Lead Hand		\$36.96	\$37.81	\$38.76	\$39.72
Recreation Facilities Operator	Step 1	\$27.48	\$28.11	\$28.81	\$29.54
	Step 2	\$28.36	\$29.01	\$29.74	\$30.48
	Step 3	\$29.24	\$29.91	\$30.66	\$31.43
	Step 4	\$30.12	\$30.81	\$31.58	\$32.37
	Step 5	\$31.00	\$31.71	\$32.51	\$33.32

PUBLIC WORKS

1. Public Works Step Progression Requirements:
 - a. Step 1 – Entry Level.
 - b. Step 2 – Six (6) months at Step 1.
 - c. Step 3 – Minimum six (6) months at Step 2 AND certification on one (1) piece of heavy equipment (Backhoe, Motor Grader, Excavator).
 - d. Step 4 – Minimum twelve (12) months at Step 3 AND certification on two (2) pieces of heavy equipment.
 - e. Step 5 - Minimum twelve (12) months at Step 4 AND certification on three (3) pieces of heavy equipment.

2. The Municipality will offer:
 - a. training on one (1) piece of heavy equipment annually, OR
 - b. If an operator chooses to challenge the practical test on any piece of heavy equipment based on their past experience, management will provide for up to two (2) of these challenges annually.
 - c. If an operator chooses to take more training in one calendar year than is provided for herein, the cost of such training will be borne by the employee. The Municipality will cover time off for one (1) paid day for training courses or challenges in a calendar year. Training and/or testing will be provided by an accredited training facility. Employees may suggest alternate training providers

for consideration by the Municipality.

3. The Municipality will provide training on any individual piece of equipment only two times. If the employee fails to become certified on any piece of heavy equipment after two (2) attempts and still wishes to seek certification, any further cost to become certified on that piece of equipment will be borne by the employee.

In the event an employee is not successful after 2 attempts, management will provide for a meeting with the employee and union representation to discuss possible further attempts to be provided by the municipality if the employee believes there are extenuating circumstances. The decision to offer additional training would be at management's discretion.

The six (6) month and twelve (12) month intervals will initially be based on the employee's date of hire, and subsequent increases will be based on the employee's last Step increase on the wage grid. In the event there is delay in scheduling the training, any rate increase will be retroactive to the date that the Step increase should have applied. If there is a catastrophic event such as the pandemic that prevents the employer from arranging the training required to move up in the wage grid the parties will meet to discuss.

4. Any employee who chooses not to seek certification on all three (3) pieces of heavy equipment will remain at the Step they are qualified for until such time that they meet the minimum qualifications of the next step as laid out herein.
5. New employees hired with experience and qualifications as outlined herein will be placed on the grid accordingly. No new employees will start above Step 3.
6. In the event that an employee should voluntarily terminate his employment less than 10 weeks following completion of any training/course, the employee will be required to reimburse the Municipality for the cost of that training/course.

RECREATION

1. Recreation Step Progression Requirements
 - Step 1- Entry Level
 - Step 2- Six (6) months at Step 1 AND successful completion of one (1) designated course.
 - Step 3- Minimum twelve (12) months at Step two (2) AND successful completion of two (2) designated courses.
 - Step 4- Minimum twelve (12) months at Step three (3) AND successful completion of three (3) designated courses.
 - Step 5- Minimum twelve (12) months at Step four (4) AND successful completion of four (4) designated courses Certified Ice Technician designation achieved (CIT)

2. Designated courses to achieve (CIT) include Basic Refrigeration, Ice Making and Painting Technologies, Ice Maintenance and Equipment Operations, and Legal Awareness. Courses are provided through the Ontario Recreation Facilities Association (ORFA)
3. The Municipality will offer one (1) training course annually per employee.
 - Courses require a 60% grade to pass the course.
 - The ORFA does not permit re-writes of evaluations.
 - a. If the employee wishes to attempt to re-take the course to obtain the designation the cost to re-take the course will be borne by the employee
 - b. If an employee chooses to take more training in one calendar year than is provided for herein, the cost of such training will be borne by the employee. The Municipality will cover time off for one (1) paid day for training courses in a calendar year.
 - c. Any employee who chooses not to complete all four courses to be eligible for full CIT designation, will remain at the Step equivalent to the number of designated courses completed. In the event there is delay in scheduling the training, any rate increase will be retroactive to the date that the Step increase should have applied. If there is a catastrophic event such as the pandemic that prevents the employer from arranging the training required to move up in the wage grid the parties will meet to discuss.
4. The Municipality will provide any individual course/training only two times. If the employee fails to complete/pass the course after two (2) attempts and still wishes to seek completion, any further cost will be borne by the employee.

In the event an employee is not successful after 2 attempts, management will provide for a meeting with the employee and union representation to discuss possible further attempts to be provided by the municipality if the employee believes there are extenuating circumstances. The decision to offer additional training would be at management's discretion.

New employees hired with experience and qualifications as outlined herein will be placed on the grid accordingly. No new employees will start above Step 3.
5. In the event that an employee should voluntarily terminate his employment less than 10 weeks following completion of any training/course, the employee will be required to reimburse the Municipality for the cost of that training/course.

**LETTER OF UNDERSTANDING
BETWEEN**

THE CORPORATION OF THE TOWNSHIP OF WELLESLEY
(Herein referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES UNION - LOCAL 1542
(Herein referred to as the "Union")

RE: Transition of staff to new wage grid for Public Works Operator

1. All eight (8) existing Public Works staff will be signed up for heavy equipment training, within 6 months of the date of ratification, which will include:
 - a. Three (3) hours of Heavy Mobile Equipment in class instruction followed by a written knowledge test.
 - b. Three (3) hours of Trenching in class instruction followed by a written knowledge test.
2. The Municipality will offer:
 - a. training on one (1) piece of heavy equipment (motor grader, backhoe, excavator) annually, OR
 - b. If an operator chooses to challenge the practical test on any piece of heavy equipment based on their past experience, management will provide for up to two (2) of these challenges annually.
 - c. If an operator chooses to take more training in an attempt to move through the steps quicker, the cost of such training above what is outlined herein will be borne by the employee. The Municipality will cover time off for one (1) paid day for training courses or challenges in a calendar year. Training and/or testing will be provided by an accredited training facility. Employees may suggest alternate training providers for consideration by the Municipality.
3. Current Operator 1 and Operator 2 staff will start at Step 3 of the wage grid for Public Works Operator.
 - a. To move to Step 4 the current Operator 1 and 2's will need to be at Step 3 for six (6) months AND become certified on at least one (1) piece of the heavy equipment as previously defined.
 - b. To move to Step 5 (top rate) the current Operator 1 and 2's will need to be at Step 4 for six (6) months and become certified on the remaining two (2) pieces of heavy equipment.

4. Current Operator 3 staff will start at Step 4 of the wage grid for Public Works Operator.
 - a. To move to Step 5 the current Operator 3's will need to be at Step 4 for six (6) months AND become certified on all three (3) pieces of heavy equipment.

The six (6) month intervals will initially be based on date of ratification and will subsequently be based on the date of the employee's last Step increase on the wage grid. In the event there is delay in scheduling the training, any rate increase will be retroactive to the date that the Step increase should have applied. If there is a catastrophic event such as the pandemic that prevents the employer from arranging the training required to move up in the wage grid the parties will meet to discuss.
5. Any employee who chooses not to seek certification on all three (3) pieces of heavy equipment will remain at the Step they are qualified for until such time that they meet the minimum qualification of the next step as laid out herein.
6. The Municipality will provide any individual course/training only two times. If the employee fails to complete/pass the course after two (2) attempts and still wishes to seek completion, any further cost will be borne by the employee.

In the event an employee is not successful after 2 attempts management will provide for a meeting with the employee and union representation to discuss possible further attempts to be provided by the municipality if the employee believes there are extenuating circumstances. The decision to offer additional training would be at management's discretion.

 - a. In the event that an employee should voluntarily terminate his employment less than 10 weeks following completion of any training/course, the employee will be required to reimburse the Municipality for the cost of that training/course.

NOTE: The Municipality is prepared to offer loans to current employees who wish to take additional training at their own expense. The principle would need to be repaid within the same calendar year and interest of Prime+1% would be applied as a taxable benefit to the employee. Repayment of loans would be through payroll deduction. Employees would be required to sign a payroll deduction agreement.

**LETTER OF UNDERSTANDING
BETWEEN**

THE CORPORATION OF THE TOWNSHIP OF WELLESLEY
(Herein referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES UNION - LOCAL 1542
(Herein referred to as the "Union")

RE: Transition of staff to new wage grid for Recreation Facilities Operator

1. All five (5) existing Recreation staff will be offered one (1) of the required courses within 6 months of the date of ratification. The remaining courses include; Ice Making and Painting Technologies, Ice Maintenance and Equipment Operations, or Legal Awareness.
2. The Municipality will offer one (1) additional designated course within 6 - 12 months of ratification. Any additional courses still required thereafter will be on an annual basis (i.e. not more than one course per employee in a calendar year.)
 - a. If a Facilities Operator achieves a passing grade, they will move to the next step upon successful completion of the course and the specified time period has passed.
 - b. If a Facilities Operator does not achieve a passing grade, they will not be awarded a Step increase.
 - c. If a Facilities Operator wishes to take more training in an attempt to move through the steps quicker, the cost of such training above what is outlined herein will be borne by the employee and will be subject to scheduling availability. All current Facilities Operators will start at Step 3 of the wage grid for Recreation Facilities Operator. The Municipality will cover time off for one (1) paid day for training courses or challenges in a calendar year.
 - d. To move to Step 4 the current Operator will need to be at Step 3 for six (6) months AND complete at least two (2) remaining courses successfully as previously defined.
 - e. To move to Step 5 (top rate) the current Operator will need to be at Step 4 for twelve (12) months and complete all three (3) remaining courses successfully as previously defined thereby becoming eligible for CIT designation.
3. The six (6) and twelve (12) month intervals will initially be based on date of ratification and will subsequently be based on the date of the employee's last Step increase on the wage grid. In the event there is delay in scheduling the training, any rate increase will be retroactive to the date that the Step increase should have applied. If there is a

catastrophic event such as the pandemic that prevents the employer from arranging the training required to move up in the wage grid the parties will meet to discuss.

4. If an employee is unsuccessful in any of the required courses and chooses not to re-take such course, they will remain at the Step they are qualified for until such time that they meet the minimum qualification of the next step as laid out herein.
5. Any employee who chooses not to complete all four courses to be eligible for full CIT designation, will remain at the Step equivalent to the number of designated courses completed.
6. The Municipality will provide any individual course/training only two times. If the employee fails to complete/pass the course after two (2) attempts and still wishes to seek completion, any further cost will be borne by the employee.





In the event an employee is not successful after 2 attempts, management will provide for a meeting with the employee and union representation to discuss possible further attempts to be provided by the municipality if the employee believes there are extenuating circumstances. The decision to offer additional training would be at management's discretion.

7. In the event that an employee should voluntarily terminate his employment less than 10 weeks following completion of any training/course, the employee will be required to reimburse the Municipality for the cost of that training/course.

While the assignment of the work is at the discretion of the employer, in order for employees to continue to maintain skills and seat time the employer will make reasonable efforts to ensure that employees have opportunities related to the operation of the equipment

NOTE: Note For DM. This employee will be placed at Step 2 of the new grid and after the 8-month probationary period they will be moved to Step 3 of the grid. Any further progression will begin based on the timelines outlined in # 2 d, e) of this recreation letter.

DATED IN WELLESLEY, ONTARIO THIS 15TH DAY OF JULY 2025

FOR THE EMPLOYER	FOR THE UNION
<i>Rik Louwagie</i>	
Rik Louwagie, CAO	Mike Therrien, Steward, Local 1542.01
<i>Danny Roth</i>	
Danny Roth, Director of Recreation	Jim Hehn, Steward, Local 1542.01
<i>C Cook</i>	
Chris Cook, Director of Public Works	Paul Tataryn, Vice-President Local 1542
<i>Jeff Dyck</i>	
Jeff Dyck, Director of Corporate Services	Bev Newman