

COLLECTIVE AGREEMENT

between

The Corporation of the Town of Hawkesbury



and

**The Canadian Union of Public Employees
Local 1026-02**



May 4th 2023 to May 3rd 2026

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ARTICLE 1 - PREAMBLE**1.01** WHEREAS it is the desire of both parties to this Agreement:

1. to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
2. to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, and employment;
3. to encourage efficiency in operation;
4. to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

ARTICLE 2- MANAGEMENT RIGHTS**2.01 Management Rights**

The Union recognizes and accepts that it is the exclusive right and function of the Employer to administer and manage any and all of the affairs of the Corporation of the Town of Hawkesbury except as specifically limited by this Agreement.

The Employer agrees that it will exercise its management rights and administer the collective agreement in a reasonable manner and consistent with the provisions of this collective agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 1026-02, as the sole and exclusive bargaining agent for the employees of the Aquatics Department employed by the Corporation of the Town of Hawkesbury, Ontario, save and except supervisors and persons above the rank of supervisor, clerical and support staff and any employee already represented by a trade union.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the Bargaining Unit shall not perform work of the bargaining unit save and except for purposes of instruction, experimenting, training, emergencies or when employees are not readily available.

3.03 No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which may conflict with the terms of this collective agreement.

ARTICLE 4 - NO DISCRIMINATION**4.01 No Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by either of them or their representatives, because of an employee's membership in the Union or because of his or her activity or lack of activity in the Union.

The parties agree that there will be no discrimination within the meaning of the *Ontario Human Rights Code*, as amended from time to time, against any employee by the union or the Employer.

ARTICLE 5 – UNION SECURITY**5.01 All Employees Covered by this Agreement, to be Members**

All present and future employees must, as a condition of continued employment, become members of the signatory Union on the first day of work and remain members in good standing according to the constitution and by-laws of the said Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Deductions shall be made on a bi-weekly basis from the payroll and shall be forwarded, once a month, to the Secretary-Treasurer of the Union, not later than the 15th day of the month following, accompanied by two (2) lists of the names and addresses of all the employees from whose wages the deductions have been made.

6.02 The Union agrees to indemnify and save the Employer harmless against any and all claims or other forms of liability that may arise out of, or by reason of deductions made or payments made in accordance with this Article.

ARTICLE 7 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**7.01 New Employees**

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect.

7.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor or the Human Resources Officer shall introduce the new employee to his Union Steward or representative who will provide the employee with a copy of the collective agreement.

ARTICLE 8 - LABOUR MANAGEMENT RELATIONS**8.01 Representation**

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

8.02 Bargaining Committee

The Employer agrees to recognize two (2) employee members elected or selected by the Union for the purposes of conducting all discussions with the Employer regarding negotiations. Such employee shall suffer no loss of earnings for time spent during his regularly scheduled working hours in direct negotiations and mediation/conciliation with the Employer, up to but not including mediation and/or arbitration.

8.03 Grievance Committee

A Steward, elected or selected by the Union from the group of employee members shall be responsible for handling all grievances in accordance with the provisions of Article 10 of this Agreement. The Steward shall suffer no loss of earnings for time spent during his regularly scheduled working hours in attending meetings with the Employer in accordance with Article 8.05, up to but not including mediation and/or arbitration.

8.04 Local Union Representatives

A list of the members forming part of the Bargaining and the Grievance Committee, and the name of the Union Steward will be given to the Employer in writing and the Employer shall not be required to recognize any such committee member or Steward until it has been notified.

All committee members and the Union Steward must have completed their probationary period.

8.05 Permission to Leave Work

The Employer agrees that members of the Bargaining and Grievance Committees shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties. The Union understands and agrees that each member of the committees is employed to perform work for the Employer and that they will not leave their work during working hours without obtaining prior permission from the Employer. Such permission shall not be unreasonably withheld. Without limiting the generality of the foregoing, it is understood that permission will not be granted if doing so would be contrary to the Ontario *Health Protection and Promotion Act*, R.R.O. 1990, Regulation 565 Public Pools, as amended.

Such members will be replaced where the Employer deems it necessary based on operational requirements.

8.06 Representation of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of the National Representative of the Canadian Union of Public Employees.

The National Representative may, with the Employer's authorization, have access to the Employer's premises in order to investigate and assist in the settlement of a grievance; such access shall not be unreasonably denied.

8.07 Technical Information

The Employer, at the Union's request, will provide the necessary information on job descriptions and classifications of the employees included in the bargaining Unit, their wage rates, a breakdown of point ratings in job evaluation as well as pension and welfare plans or other pertinent documents required for collective bargaining purposes.

8.08 Employer/Union Relations Committee

The Employer will acknowledge the Employer/Union Relations Committee which will be made up of a maximum of one (1) executive member of the Union, from CUPE Local 1026-02, and up to one (1) representative of the Employer.

The Committee shall meet only where the parties agree there is a need to meet and at a time that is mutually convenient to the Employer and the Union. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed at least seven (7) working days in advance of the meeting. This Committee shall not have the jurisdiction to negotiate the provisions of the Collective Agreement nor to settle grievances and shall not supersede the activities of any other committee of the Employer or the Union.

The Employer is to provide the meeting room.

ARTICLE 9 – RESOLUTIONS AND REPORTS OF THE COUNCIL**9.01 Copies of Resolutions**

Policies and Procedures adopted by the Council which affect the employees in the bargaining unit or the terms of the labour agreement will be forwarded to the Union.

ARTICLE 10 - GRIEVANCE PROCEDURE**10.01 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement including any question as to whether a matter is arbitrable.

10.02 Policy/Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Employer, a group of employees or where the Union has a policy grievance, Steps 1 and 2 of this article may be by-passed.

10.03 Union May Initiate Grievance

The Union and its Representatives shall have the right to originate a grievance for an employee, or group of employees other than through an employee(s) or Stewart, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

10.04 Settling of Grievances

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1: The employee shall first discuss any complaint informally with the Aquatics Supervisor before filing a written grievance. The complaint shall be brought within five (5) working days of the incident giving rise to the complaint.

Step 2: If the matter cannot be resolved on an informal basis, then the employee(s) shall, with the consent of the Steward, file a written grievance outlining the nature of the dispute and the relevant Articles of the Agreement that have been allegedly violated, with the Director of Recreational Services within ten (10) working days of the response to the complaint at Step 1.

The Director of Recreational Services shall reply in writing to the employee and the Union within ten (10) working days from the date of submission of the grievance.

Step 3: Failing settlement being reached in Step 2, the employee concerned together with the Steward, shall, within ten (10) working days of receipt of the reply at Step 2, submit the matter in writing stating clearly the substance of the grievance and the redress sought, to the Chief Administrative Officer or his designate. A grievance meeting with the grievor, the Steward and the Chief Administrative Officer or his designate shall be held within ten (10) working days of the submission of the grievance. The Chief Administrative Officer or his designate shall render his decision in writing within ten (10) working days of the Step 3 grievance meeting.

Step 4: Failing settlement being reached, the Union may, within ten (10) working days of receipt of the reply from the Chief Administrative Officer, notify the Chief Administrative Officer of its intention to refer the matter to Arbitration in accordance with Article 11.01. If no written request for arbitration is received within ten (10) working days, the matter shall be deemed to have been abandoned or settled.

All agreements reached under the grievance procedure between the representatives of the Employer and representatives of the Union will be final and binding upon the Employer and the Union and the employees.

10.05 Facilities for Grievance Meetings

The Employer shall supply the necessary meeting rooms for the grievance meetings.

ARTICLE 11 - ARBITRATION**11.01 Single Arbitrator**

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, within ten (10) working days after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall include therein the names of possible arbitrators.

Within ten (10) working days of receipt of such notice the other party shall respond by accepting one of the arbitrators so mentioned or indicating the names of other possible arbitrators. Within ten (10) working days after such suggestions are received, failing agreement on an arbitrator, either party may request the Minister of Labour for the Province of Ontario to make an appointment of a single arbitrator, to hear such grievance and determine the grievance.

The individual appointed as single arbitrator shall hear and determine the difference or allegation, and shall issue a decision, which decision is final, and binding upon the parties and upon any employee or Employer affected by it.

If no written request for arbitration is received within the ten (10) working days after exhausting the grievance procedure, the matter shall be deemed to be abandoned or settled.

11.02 Board of Arbitration

Whenever a single arbitrator is referred to in this Agreement, the parties may mutually agree in writing to substitute a Board of Arbitration for the single arbitrator at the time of reference to arbitration. In such case, the party referring the grievance to arbitration will provide the name of its nominee to the other party at the same time the notice of arbitration is sent to the other party. Within ten (10) working days thereafter, the recipient of the notice shall inform the other party of the name of its nominee to the Board of Arbitration. The two (2) nominees shall then confer to select an impartial chairperson.

If the recipient of the notice fails to appoint a nominee or if the two (2) nominees fail to agree upon a chair within the time limit, the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

The appointment and jurisdiction of the Board of Arbitration shall conform to the provisions of this Article.

11.03 Jurisdiction of Single Arbitrator

No matter may proceed to arbitration which has not first been carried through all of the steps of the grievance procedure in a timely fashion. The jurisdiction of the single arbitrator is limited to the grievance itself and the interpretation of the Collective Agreement. The arbitrator shall not have the right to add to, delete from or otherwise amend this Collective Agreement.

11.04 Expense of the Arbitrator

Each party to this Agreement shall jointly and equally share the fees and expenses of the arbitrator.

11.05 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure are mandatory and may only be extended by written agreement of the parties.

11.06 Settlement of Grievance

No person shall act as a single arbitrator or member of a Board of Arbitration who has been involved in attempts to settle the grievance, unless otherwise agreed in writing by the parties.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Clearing of Record

Any letter of reprimand, suspension, discipline or any other sanction shall be removed from an employee's file eighteen (18) months following the receipt of such letter of reprimand, suspension, discipline or other sanction provided that no further disciplinary action has been recorded during that period. Copies of any letters which are put on an employee's record shall be provided to the employee and the Union.

Where the Employer suspends or discharges or disciplines an employee, the Employer shall notify the employee in advance in order that the employee may contact his or her Union Representative to be present at such meeting. When

an employee waives the right to Union representation at the meeting, the employee will complete and sign a waiver which will be provided to the designated Union representative.

12.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to file a grievance at Step 3 of the Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

12.03 Personnel Records

An employee shall have the right to have access to and to review his personnel file in the presence of authorized personnel. All such access and review shall be arranged at a mutually convenient time by appointment.

An employee shall have the right to obtain a copy of their personnel file upon a written request to the Human Resources Department.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

Seniority is a factor used when selecting vacation periods, scheduling, layoffs and recalls.

Seniority is defined as the length of continuous service with the Employer and shall be calculated based on regular hours worked up to a maximum of 1820 hours per calendar year. One year's seniority equals 1820 hours. Notwithstanding actual hours worked, no employee may accumulate more than one year's seniority per calendar year.

Where more than one employee has the identical number of regular hours worked, the employees' day, month and year of last date of hire shall be used to determine who has the greater seniority.

13.02 Seniority List

The Employer shall maintain a seniority list for employees showing the number of years and hours worked by each employee from their original date of continuous employment. Up-to-date seniority lists shall be sent to the Union and posted on the bulletin board in February and August of each year. An allegation that an error exists in the seniority list is subject to the grievance procedure but not after fifteen (15) days of its posting. This period may be

lengthened by an equivalent time if the employee is away for any authorized reason.

13.03 Probationary Period

Newly hired employees shall be considered on a probationary basis for a period of seven hundred and twenty hours (720) worked from the date of hire. After completion of the probationary period, seniority shall be effective from the date of last hire.

The employee may be terminated at any time during the probationary period at the sole discretion of the Employer and the termination shall not be subject of a grievance or arbitration.

13.04 Loss of Seniority

An employee shall lose his or her seniority and service and shall be deemed terminated in the event:

1. He is discharged for just cause and is not reinstated pursuant to the grievance and arbitration process.
2. He resigns or he retires.
3. He is absent from work in excess of five (5) scheduled shifts without notifying the Employer and providing the Employer with satisfactory reason for the absence, unless such notice was not reasonably possible.
4. He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so. It shall be the responsibility of the employee to keep the Employer informed of his current address.
5. He is laid off for a period longer than eighteen (18) months.
6. He is not available to work a minimum of ten (10) shifts within a six (6) month period, except for reasons of illness or accident substantiated by a medical certificate approved by the Employer.
7. He fails to return to work upon termination of an authorized leave of absence without providing the Employer with a satisfactory reason, or utilizes a leave of absence for purposes other than that for which the leave was granted.
8. He is absent due to illness or disability or Workplace Safety and Insurance benefits for a period of twenty-four (24) months. This clause will be interpreted in accordance with the provisions of the Ontario *Human Rights Code*, as amended from time to time.

13.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. Such transfer shall not exceed a period of one (1) year. If an employee is transferred to such a position, he/she shall retain his/her seniority acquired at the date of leaving the bargaining unit but will not accumulate any further seniority. If such an employee returns to the bargaining unit, before or at the expiration of the one (1) year period, he/she shall be placed in his/her job with his/her newly adjusted seniority. Such return shall not result in the lay-off or bumping of an employee. During such leave, he/she shall continue to pay union dues.

13.06 Retention of Seniority Rights

Should the Employer merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to the retention of seniority rights for all employees with the new employer.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES**14.01 Notification**

The Union shall be notified in writing of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment of employees within the bargaining unit.

14.02 Accommodation of Disabled Employees

The Employer and the Union recognize their duty to accommodate disabled employees in accordance with the provisions of the Ontario *Human Rights Code*, as amended from time to time.

ARTICLE 15 – LAY-OFF AND RECALL**15.01 Lay-off and Recall Procedure**

In the event of a lay-off, employees shall be laid off in reverse order of their seniority, provided the remaining employees have the required knowledge, ability and qualifications to perform the work available.

Employees on lay-off shall be recalled in the order of their seniority, provided they have the required knowledge, ability and qualifications to perform the work available.

Employees who have been laid-off shall be eligible to be recalled for a period of up to eighteen (18) months from the date of lay-off.

An employee who is subject to lay-off shall have the right to either:

- (i) accept the layoff and be placed on the recall list; or
- (ii) resign.

The decision of an employee to choose (i) or (ii) above shall be given in writing to the Employer within seven (7) calendar days following notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

15.02 No New Employees

No new employees will be hired until those laid off who have recall rights have been given an opportunity of recall provided they are qualified to do the work.

15.03 Notice of Lay-off

In the event of layoff of a permanent or long-term nature, the Employer shall provide affected employees with the minimum notice and severance, if applicable, required by the Ontario *Employment Standards Act*, as amended from time to time.

ARTICLE 16 - HOURS OF WORK

16.01 The Employer determines the hours of operation, work schedules, nature of activities and staff required, according to the operational needs and the provisions of the Ontario *Health Protection and Promotion Act*, R.R.O. 1990, Regulation 565 Public Pools, as amended. It is understood that there is no guarantee of hours of work.

16.02 The work schedules are established by the Employer according to operational needs and taking into account employee qualifications, availability and order of seniority.

16.03 Work schedules are determined as follows:

1. Employees shall submit their availability for the fall session by August 15th at the latest;
2. Employees shall submit their availability for the winter session by December 1st at the latest;
3. Employees shall submit their availability for the spring/summer session by March 1st at the latest.

All employees who submit available hours for the upcoming session must include at least three (3) hours continuous availability on the weekend in order to be considered valid. Employees who submit their availability shall be scheduled hours and days in order of seniority provided the employee has the necessary qualifications to perform the work as determined by the Employer. Unassigned hours of work or hours that become open due to employee absence may be offered to employees and filled at the discretion of the Employer taking into account an employee's availability, qualifications and seniority.

16.04 Employees who report to work for any scheduled shift which is cancelled will be paid:

1. For the length of the scheduled shift if the length of the scheduled shift is less than three (3) hours;
2. Three (3) hours of work if the scheduled shift is more than three (3) hours.

Notwithstanding the above, an employee who reports to work for any scheduled shift which is cancelled because of mechanical breakdown or inclement weather shall be paid the remainder of his/her scheduled shift.

This provision does not apply if the employee is given a minimum of four (4) hours' notice of shift cancellation.

If an employee is to be absent, it is their responsibility to find an equally qualified replacement. The Employer shall find a replacement in the case of illness, however a medical certificate must be provided when requested by the Employer, at the employee's expense.

16.05 Break and Eating Periods

Employees working a five (5) hour shift or more shall be entitled to an unpaid thirty (30) minute lunch period.

Employees shall be permitted a paid fifteen (15) minute rest period for each four (4) consecutive hours worked.

Employees are expected to work for their entire shift and may take breaks for meals or rest periods as appropriate in accordance with the operational requirements of the Employer and as determined by the Employer.

ARTICLE 17 - OVERTIME**17.01 Overtime Defined**

Authorized overtime shall be paid for all hours worked in excess of forty (40) hours in a week at the rate of time and one-half (1½) the employee's straight time hourly rate.

Notwithstanding the above, overtime at the rate of time and one half (1½) the employee's straight time hourly rate shall be paid for all shifts added to the schedule that are not replacement and within eight (8) hours of the expected start.

17.02 Assignment of Overtime

The Employer shall assign overtime to available employees who are qualified to perform the work. Where there are no available employees who are qualified to perform the work the Employer shall assign overtime at its discretion taking into account an employee's availability, qualifications and seniority.

ARTICLE 18 - HOLIDAYS**18.01 Paid Public Holidays**

Employees shall be entitled to the following public holidays in accordance with the qualifying terms and conditions as set out in the Ontario *Employment Standards Act*, as amended from time to time.

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

ARTICLE 19 - VACATION

19.01 Employees shall be granted vacation in accordance with the Ontario *Employment Standards Act*, as amended from time to time. Employees shall be paid four percent (4%) vacation pay, paid bi-weekly based on gross wages.

After 5460 continuous hours worked, or five (5) years of continuous employment whichever occurs first, employees shall be paid six percent (6%) vacation pay, paid bi-weekly based on gross wages.

19.02 While on long-term disability (LTD) or other unpaid leaves of absence, employees shall not receive vacation credits for such period of absence.

When such employee returns to work following long-term disability (LTD), such period of absence shall be counted toward the credited service for the determination of the length of vacation.

ARTICLE 20 - SICK LEAVE PROVISIONS

20.01 Proof of Illness

An employee shall report his illness during the first day on which such employee is absent from his work.

A doctor's certificate satisfactory to the Employer may be required for any absence due to illness or injury in excess of three (3) consecutive working days, or as required at the discretion of the Employer, certifying that the employee has an illness or injury which prevents him from performing the essential duties of the job, that the employee is following a treatment plan recommended, and the expected return to work date.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Pregnancy and Parental Leave

Pregnancy and Parental Leave will be granted in accordance with the Ontario *Employment Standards Act*, as amended from time to time.

21.02 For Union Business

Employees may be entitled to a leave of absence for purposes of attending union events such as conventions, conferences and educational workshops. Such leaves shall be at no cost to the Employer and shall be subject to the operational needs of the Employer. Employee wages, benefits and other compensation costs shall be reimbursed by the Union upon presentation of an invoice by the Employer.

21.03 Jury or Crown Witness Duty

The Employer shall grant an unpaid leave of absence without loss of seniority to an employee who serves as a juror or receives a subpoena to be a witness

in a court proceeding involving the Crown. The employee shall provide the Employer a copy of his subpoena or a court approved notice to participate as a juror.

21.04 Education Leave

Leave of absence without pay and without loss of seniority shall be granted to allow employees time to attend courses and/or to write examinations to improve qualifications in the service, provided the course for which the examinations are written are courses approved by the Employer. Such leave of absence shall not exceed five (5) working days per calendar year.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

The Employer shall pay salaries and wages every second week in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions. The Employer may use direct deposit for payment into the employee's personal bank account.

22.02 Equal Pay for Equal Work

The Employer agrees to comply with the equal pay for equal work provision of the Ontario *Employment Standards Act*, as amended from time to time.

22.03 Lifeguarding Certification

It is the responsibility of the employee to keep all certifications current.

Employees who have successfully completed their probationary period, will be reimbursed by the Employer the cost of maintaining (i.e. re-certification) the following certifications required to perform their work:

1. National Lifeguard Service – Pool option
2. Standard First Aid and CPR Level C
3. Swimming Instructor
4. Aquafitness CAIA membership

Reimbursement shall be made after proof of successful completion of the course(s) and a course receipt is provided to the Employer.

Reimbursement shall be limited to course material and registration fees.

Lapses in any certification resulting in an employee being unqualified to work will result in an immediate unpaid suspension of the employee. In such circumstances, the employee shall assume the full cost of obtaining his/her certification(s).

22.04 Mileage Allowance

Employees required to use their own vehicles for the Employer's business shall receive mileage allowance in accordance with the Employer's policy, as amended from time to time at the sole discretion of the Employer. Employees shall not receive mileage allowance when using their own vehicle within the Town limits.

ARTICLE 23 - BENEFITS

23.01 Pension

In addition to the Canada Pension Plan, every qualifying employee (as per the terms and conditions of the OMERS plan) shall join the Ontario Municipal Employees Retirement System. The Employer and the employee shall make contributions in accordance with the provision of the plan.

23.02 Pay in Lieu of Benefits

Employees shall receive 11% of their regular wages earned in lieu of the following benefits:

- (i) Health Insurance
- (ii) Dental Insurance
- (iii) Long Term Disability Insurance
- (iv) Life Insurance
- (v) Extended Health Care Insurance
- (vi) Vision Care Insurance
- (vii) Semi-Private Hospitalization Coverage
- (viii) Income Replacement Coverage

Notwithstanding the foregoing, employees who participate in the OMERS pension plan will receive 2% of their regular wages in lieu of the aforementioned benefits.

ARTICLE 24 - HEALTH AND SAFETY

24.01 The Employer and the Union shall comply with the requirements of the Ontario *Occupational Health and Safety Act* and its Regulations, as amended from time to time.

24.02 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay unless a doctor or nurse states that the employee is fit for further work on that shift.

ARTICLE 25 - JOB SECURITY**25.01 Job Security**

The performance of work by outside contractors will not cause the reduction of hours of work or lay off of any employees.

The Employer shall have the right to contract out any work provided, however, that prior to contracting out work normally performed by members of the bargaining unit, advance discussions will take place between the Employer and the Union. The Union shall be accorded an opportunity to make comments on the Employer's plans regarding the letting of such proposed contracts and the Employer shall give weight to such comments in light of all attendant circumstances.

ARTICLE 26 - UNIFORM AND CLOTHING ALLOWANCE**26.01 Uniform and Safety Equipment**

The Employer shall provide all employees on an annual basis with the following:

- (i) One (1) pair of shorts. An employee may choose to refuse the shorts provided by the Employer; reimbursement of a maximum of twenty-five dollars (25\$) per year will then be authorized for a pair of shorts on the condition that the employee complies with the established uniform characteristics of the Employer.
- (ii) One (1) tank top
- (iii) One (1) whistle
- (iv) One (1) bathing cap. Effective January 1, 2025, add a pair of goggles.
- (v) Employees required to work outside shall be provided with sunscreen and one (1) hat
- (vi) One (1) pair of sandals or "flip-flops". An employee may choose to refuse the sandals or flip-flops provided by the Employer;

reimbursement of a maximum of twenty-five dollars (25\$) per year will then be authorized for sandals or flip-flops on the condition that the employee complies with the established uniform characteristics of the Employer.

- (vii) One (1) bathing suit for instructors working in the water only; to be worn at all times when teaching. An employee may choose to refuse the bathing suit provided by the Employer; reimbursement of a maximum of ninety dollars (90\$) per year will then be authorized for a bathing suit on the condition that the employee complies with the established uniform characteristics of the Employer.
- (viii) One (1) rashguard for instructors working in the water only
- (ix) Effective January 1, 2025 - One (1) quick-drying microfiber towel

All items will be replaced at the Employer's discretion.

Employees shall be responsible for the proper care and maintenance of their issued clothing and personal equipment on a regular basis.

ARTICLE 27 - GENERAL CONDITIONS

27.01 Lunch Room

The Employer will provide employees with access to a lunch room.

27.02 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

27.03 In-Service Training

Employees are required to attend in-service group training as condition of continued employment. A minimum of three (3) hours of in-service group training will be scheduled for every session.

Time spent at in-service group training will be paid at the employee's regular rate of pay and will be calculated as hours worked for the purposes of this Agreement. It is understood that an employee's regular rate of pay for the purpose of this clause is the regular rate of pay for the lifeguard classification (excluding any premium pay).

27.04 Employee Responsibility

The Employee shall notify the Human Resources Department in writing of any change in his/her address, phone number or dependent status within one (1) week of any change.

ARTICLE 28 - COPIES OF AGREEMENT

28.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. To this end, the Parties shall share equally the printing costs of the Agreement.

ARTICLE 29 – GENERAL**29.01 Plural or Feminine Terms May Apply**

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

29.02 The Employer agrees to translate the collective agreement into French at its own expense. The English version of the collective agreement shall be the official version.

ARTICLE 30 - TERM OF AGREEMENT**30.01 Effective Date**

This Agreement shall be binding and remain in effect from May 4, 2023 to May 3, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least two (2) months prior to the end of the Agreement in any year that it desires its termination or amendments.

30.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

30.03 Notice of Changes

Desired changes or amendments to this Agreement may be submitted by each party between the 60th and 30th day preceding the termination date of the Agreement. Both parties shall enter into negotiations not later than fifteen (15) days prior to the termination date of this Agreement.

SIGNED AT HAWKESBURY THIS 3 TH DAY OF March 2025.

[Handwritten signature]

Ann Gauthier
Ann Gauthier (Mar 8, 2025 13:31 EST)

Sebastien Huard

Devaki Schachtler
Devaki Schachtler (Mar 3, 2025 13:00 EST)

APPENDIX “A”

SALARY GRID - AQUATIC SECTOR - Local 1026-02

Classifications	Wage Rate as of May 4, 2023	Wage Rate as of May 4, 2024	Date of Ratification of the Agreement	Wage Rate as of May 4, 2025
Advanced Instructor	\$26.62	\$27.42	\$27.42	\$28.11
Instructor	\$16.66	\$17.16	\$21.98	\$22.53
Lifeguard	\$16.54	\$17.04	\$18.16	\$20.00

Notes:

- (1) Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked between 06:30 am to 4:00 pm on Monday to Friday.
- (2) Head Lifeguard
Where an employee is assigned by the Employer to perform the duties of a head lifeguard, the employee shall receive premium pay in the amount of one dollar (\$1.00) for each hour worked in that capacity.
- (3) Head Instructor
Where an employee is assigned by the Employer to perform the duties of a head instructor, the employee shall receive premium pay in the amount of one dollar (\$1.00) for each hour worked in that capacity. *The Union will propose a job description for Head Instructor.

For the Employer



Sebastian Huard

For the Union


Ann Gauthier (Mar 8, 2025 13:31 EST)


Devaki Schachtler (Mar 3, 2025 13:00 EST)


