

# COLLECTIVE AGREEMENT

Between

Central Waste Management Authority

hereinafter called the Employer  
Party of the First Part

**CUPE** | Canadian Union  
of Public Employees

And

The Canadian Union of Public Employees

and its Local 5145, hereinafter called the Union  
Party of the Second Party

**January 1, 2022 – December 31, 2025**



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## **ARTICLE 1 – PREAMBLE**

### **1.01 Introduction**

Whereas in an Agreement executed the Central Regional Service Board accepted the Union as the bargaining agent of its employees.

And whereas the Union has established to the satisfaction of the employer that the majority in the bargaining unit, hereinafter specified, have become members of the Union, and that it is therefore entitled to represent the employees in the hereinafter described or specified bargaining unit as the collective bargaining agent, now agree together as follows:

### **1.02 Purpose**

The general purpose of this Agreement is to establish a mutually satisfactory relationship between the employer and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish satisfactory working conditions, hours of work and wages for all employees who are subjected to the provisions of the Agreement. It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

### **1.03 Masculine Includes Feminine**

Throughout this Agreement, the masculine includes the feminine and the plural includes the singular and vice versa as the context may require.

## **ARTICLE 2 - RECOGNITION**

### **2.01 Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent in respect to rates of pay, hours of work and all other conditions of employment for all employees coming within the Bargaining Unit in respect of which the Union was certified as Bargaining Agent by an Order of the Newfoundland Labour Relations Board issued by April 23, 2013.

### **2.02 Exclusions**

NOW, THEREFORE, it is hereby ordered by the Labour Relations Board that Canadian Union of Public Employees Local 5145 be, and it is hereby certified to be, the Bargaining Agent for a unit of employees of Central Regional Service Board (CRSB) comprising all employees save and except Manager, Manager of Finance, Non-Working Supervisor, and those above the rank of non-working Supervisor.

### 2.03 Employees outside the Bargaining Unit

Employees outside the bargaining unit shall not perform the work of bargaining unit members, except in the case of instruction or emergency or when bargaining unit employees are not available, and it does not reduce the regular hours of work of any employee, nor reduce any position in the bargaining unit.

### 2.04 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this collective agreement.

## **ARTICLE 3 – EMPLOYER’S RIGHTS**

### 3.01 Management Rights

The Union recognizes and agrees that the Employer has the exclusive right to direct and manage the operation of CRSB sites and to make, alter and enforce rules and regulations not inconsistent with terms of this agreement. The Employer agrees to exercise its right in a fair and reasonable manner.

### 3.02 Hiring of Non-Union Employees

It is agreed that management reserves the right to employ workers under government grants and for pilot projects to perform work which is not normally performed by union workers. The union will be notified in writing of employees hired on a grant or for a pilot project in advance of the hiring for such positions. These positions will be under a fixed term of employment mutually agreed to between the parties. Upon completion of the term the parties will review the position and terms if the employer deems, they would like the position to continue.

Regular union workers shall not lose hours, wages, seniority or be displaced due to the hiring of grant funded or pilot project employees.

### 3.03 Employer Shall Not Discriminate

The employer agrees that there shall be no discrimination, interference, restriction, or coercion in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation, sex or marital status, sexual orientation, family relationship, place of residence, nor by reason of their membership or activity in the union.

## **ARTICLE 4-UNION MEMBERSHIP REQUIREMENT**

### **4.01 Hiring Employees**

All employees of the employer as identified by the order of the Newfoundland Labour Relations Board issued on April 27, 2013, shall as a condition of employment become members in good standing of the union.

### **4.02 Deduction of Dues**

The employer agrees to deduct regular working dues from all employees covered by this agreement and remit the same to the union as per article 4.04.

The employer agrees to deduct initiation fees from any employee covered by this agreement providing the employee signs an authorization form, supplied by the union and remit same to the union as provided for in article 4.04.

### **4.03 Notification**

The union is responsible to notify the employer of the amount to be deducted per employee. The employer shall not be responsible to deduct dues until such notice is received in writing from the union. The employer shall be notified of any changes in union dues. If the union fails to properly notify the employer of amounts to be deducted the employer shall not be held liable for any incorrect deductions.

### **4.04 Remittance of Deductions**

Remittance of all deductions shall be accompanied by cheque. Full name, the amounts deducted for each individual, the total amount deducted to the union as soon as possible, but in any event not later than the 20<sup>th</sup> day following the month for which the deductions were made to the National Secretary-Treasurer of the Canadian Union of Public Employees.

### **4.05 Due Receipts**

At the same time the Income Tax (t-4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.

### **4.06 New Employees**

The employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Collective Agreement.

## **ARTICLE 5 – CORRESPONDENCE**

### **5.01 Correspondence**

All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Chief Administrative Officer or designate and the President of the union. A copy of any correspondence between the employer or their designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the President of the union or their designate.

### **5.02 Copies of Resolutions**

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the board which affects the members of this union are to be forwarded to the union and be posted on all bulletin boards as soon as possible. A copy of the minutes of the board shall be posted on Central Regional Service Board's website.

### **5.03 Employer Shall Notify the Union**

Any reports or recommendations about to be made to the Board dealing with conditions of employment which may negatively affect employees within this bargaining unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them and if deemed necessary of speaking to the Executive Committee of the Board.

## **ARTICLE 6 – LABOUR MANAGEMENT COMMITTEE**

### **6.01 Establishment of Committee**

A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

### **6.02 Function of Committee**

The Committee shall concern itself with the following general matters:

1. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
2. Improving and extending services to the public.
3. Promoting safety and sanitary practices.
4. Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
5. Correcting conditions causing grievances and misunderstandings.

### 6.03 Meetings of Committee

The Committee shall meet at least quarterly at a mutually agreeable time and place when necessary. Members shall receive a notice of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for the time spent with this Committee.

### 6.04 Chairperson of the Meeting

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

### 6.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairperson as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) working days following the meeting.

### 6.06 Jurisdiction of Committee

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

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

## **ARTICLE 7 – LABOUR MANAGEMENT BARGAINING RELATIONS**

### 7.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees the appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its representatives. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### 7.02 Union Bargaining Committee

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

### 7.03 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of the representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such Representative (s), with written permission shall have access to the Employer's premises to deal only with disputes of the collective agreement. The request shall not unreasonably be withheld.

### 7.04 Technical Information

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classification, and wage rates, annual budgets, audited financial statements, operational directives, and documents.

### 7.05 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

### 7.06 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

### 7.07 Union Space

In order that the Union can properly represent the employees in labour-management relations, the Employer shall provide the Union with reasonable space for a filing cabinet on the premises.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### 8.01 Recognition of Union Stewards

The employer acknowledges the right of the Union to appoint four (4) Stewards to assist employees in presenting their grievances to the proper authorities, when such matters are properly the subject of such Stewards. The steward may assist any employee (s) whom the steward represents, in preparing and presenting a grievance in accordance with the grievance procedure.

### 8.02 Grievance Committee

The union shall notify the employer in writing of each steward and the Department they represent and the Chief Steward before the employer shall be required to recognize them. The Stewards shall constitute the Grievance Committee so long as they remain chosen employees or until their successors are chosen.

### 8.03 Permission to Leave Work

The Employer agrees that Stewards and Executive members in absence of Stewards dealing with grievance shall not be hindered, coerced, restrained or interfered within the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward and executive member is employed full time by the Employer and that they shall not leave their work during working hours without first obtaining the permission from their Supervisor or the CAO.

### 8.04 Definition of Grievance

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

### 8.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly. The aggrieved employee(s) shall submit the grievance to their Steward. If the employee's Steward is absent, they may submit their grievance to the Chief Steward and/or another member of the Grievance Committee. At each step of the Grievance procedure the Griever shall have the right to be present. Replies to Grievances shall be in writing at all stages.

**Step 1-** If the Union Steward considers the grievance to be justified, the employee(s) concerned, together with their Steward, shall first seek to settle the dispute with the employee's Supervisor within ten (10) working days of the incident giving rise to the grievance.

**Step 2 -** Failing satisfactory settlement within six (6) working days after the dispute was submitted under Step 1, the employee(s) concerned, together with the Steward or Chief Steward, will submit to the Chief Administrative Officer, a written statement of the particulars of the complaint and the redress sought. The Chief Administrative Officer or designate shall render their decision within four (4) working days after receipt of such notice.

**Step 3 -** Failing settlement being reached in Step 2, the employee(s) concerned, together with the Grievance Committee shall submit the matter to the Central Regional Services Board Executive Committee in writing within five (5) working days, who shall render a decision immediately following the next regular meeting of the Central Regional Services Board. The griever and the Union may meet with the Central Regional Services Board Executive Committee if so desired prior to a decision being rendered at this step.

**Step 4 -** Failing a satisfactory settlement being reached in Step 3, the Union or the Employer may refer the dispute to arbitration within thirty (30) days of receipt of the decision of Central Regional Services Board Executive Committee.

#### **8.06 Union or Employer may Institute Grievances**

The Employer or Union shall have the right to originate a grievance. (Such a grievance shall commence at Step 3)

#### **8.07 Facilities for Grievances**

The Employer shall supply the necessary facilities for the grievance meetings.

#### **8.08 Failure to Act within Time Limits**

The time limits set in the grievance procedure may be changed by mutual agreement in writing and any mutually agreed changes shall not be deemed to have prejudiced a grievor's position in arbitration.

#### **8.09 Grievance on Lay-Off, Suspension or Discharge**

Grievances concerning lay-off due to reduction in the work force, suspension or discharge shall be initiated at step 3 of the grievance procedure.

#### **8.10 Mutually Agreed Changes**

Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

#### **8.11 Technical Objections to Grievances**

No grievance shall be defeated by any clerical or technical objection and the Arbitrator shall have the power to waive procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute.

### **ARTICLE 9- ARBITRATION**

#### **9.01 Arbitration**

When a difference arises between the parties to or the persons bound by this agreement or on whose behalf it has been entered into and where that difference arises out of the interpretation, application, administration or alleged violation of this agreement and including any questions as to whether a matter is arbitrable, one of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of the desire to submit the difference or allegation to arbitration by the party giving this notice.

The parties shall refer a grievance to a single arbitrator as follows:

1. Through the arbitration the parties deserve the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner.
2. The employer and the union may agree in writing to the appointment of a person as a single arbitrator. A period of five (5) days shall be allowed in which

to agree upon an arbitrator. If no agreement can be reached, the minister responsible for labour shall, on the request of either party, be asked to name an arbitrator.

3. The union and the employer shall be responsible for one half of the expenses and fees payable to the arbitration.
4. The time limits stated above may be extended by mutual agreement. No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

#### 9.02 Procedure

The Arbitrator named under this provision shall hear relevant evidence relating to the differences or allegations and arguments by the parties. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall have the power to change or alter any decisions handed down by the employer in case of discipline and discharge. The Arbitrator shall not be authorized to alter amend the provision of the collective agreement.

#### 9.02 Witness

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witness.

#### 9.03 Clarification on Decision

Should the parties disagree to the meaning of the decision, either party may ask the Arbitrator to clarify the decision which they shall do within 30 days. Parties may mutually agree to extend this time limit.

### **ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE**

#### 10.01 Discipline

The Union recognizes and agrees that the Employer has the exclusive right to discipline an Employee who has completed the probationary period for just and reasonable cause. When an employee is formally disciplined the employee shall be given the reason in the presence of a steward.

#### 10.02 Reprimand

The employer shall notify an employee in writing of any reprimand concerning their work within five (5) working days of the event or complaint. The notification shall include particulars of the work performance leading to the reprimand.

### 10.03 Procedure for Claim of Unjust Treatment

Any claim by employees that they have been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is lodged with the employer within five (5) working days of the discipline in writing as set out in step 3 of the grievance procedure. Such grievance at step 3 level may be settled by confirming the employer's action in dismissing the employee, or by re-instating the employee with full compensation for the time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.

### 10.04 Right to Meet with Shop Steward

When employees have been dismissed without notice, they shall have the right to meet with their Shop Steward for a thirty (30) minute period of time before leaving the employer's premises.

### 10.05 Record of Discipline

Employees will be shown their record of discipline at reasonable intervals upon request. All reprimands or reference to the reprimand will be deleted from an employee's record eighteen (18) months following the date it was given, provided no other discipline has occurred in that time frame. The employee's written reply to the reprimand shall become part of their record.

### 10.06 Right to Union Representative

Where any employee is required to attend a meeting with the employer which concerns a reprimand, written warning, suspension or discharge, the employer shall advise the employee that they have the right to be accompanied by a shop steward or an executive member.

### 10.07 Discharged or Disciplined Employees

The employer will provide in writing the reasons for which an employee has been disciplined or discharged within five working days of such discipline or discharge. Correspondence shall be copied to the Union.

### 10.08 Access to Personnel File

There shall be one (1) recognized personnel file which shall be maintained in the personnel department. The employer, upon the request from the employee, will provide access to the employee's personnel file and may be accompanied by a representative of the Union if they so desire.

## **ARTICLE 11-PROMOTIONS AND STAFF CHANGES**

### 11.01 Job Postings

When a vacancy or a new position occurs inside the bargaining unit, the Employer shall post notice of the position in the Employer's offices, locker rooms, shops and on

all bulletin boards for a minimum of two weeks, so that all members will know about the vacancy. Job Postings will be posted on the Central Regional Services Board World Office system. Such notices shall contain the following information: nature of position, qualifications, required knowledge and skills, education, hours of work, wage or salary rate or range. Such qualifications shall not be established in an arbitrary or discriminatory manner.

#### 11.02 Role of Seniority in Staffing and Transfers

Both Parties recognize:

1. The principle of promotion within the service of the Employer.
2. That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having sufficient qualifications and the required abilities for the position.

Upon request, a representative of management shall meet with an unsuccessful applicant to advise the employee of the reason (s) why they were unsuccessful in the job competition.

#### 11.03 Trial Period

The successful applicant shall be placed on trial for a period of 60 calendar days and such period may be extended by mutual agreement between the union and the employer. Conditional on satisfactory service, the employee shall be declared permanent after the period of 60 calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate at the discretion of the Management.

#### 11.04 Outside Advertising

Outside advertising can run concurrent with the job posting within the bargaining unit as per Article 11.01. First consideration and the staffing of the vacancy will be given to the members inside the bargaining unit.

#### 11.05 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant. The employer upon request of the interviewed candidates shall give a de-briefing of any shortcomings in their qualifications. The union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and termination of employment.

#### 11.06 Promotions Requiring Higher Qualifications

In cases of promotion requiring higher qualifications or certification, the employer will

give consideration to an employee who does not possess the required qualification but is preparing for qualifications prior to filling a vacancy. Such employee will be given a trial period to qualify within a reasonable length of time to be agreed upon by both parties at the time the appointment is made. If the required qualifications are not met within the set time, they shall revert to their former position, wage, or salary rate. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position.

#### 11.07 Alternate Employment

An employee, who, through advancing years, illness, disability, or injury is unable to perform their regular duties will be given preference in filling a vacancy.

### **ARTICLE 12 – EMPLOYEE EDUCATION AND TRAINING COURSE POLICY**

#### 12.01 Training

The employer will ensure that all employees are trained sufficiently on all equipment and operations that will be required to operate maintain, or repair within their existing job descriptions.

#### 12.02 Training Request

Employees shall send any special request for training to the Chief Administrative Officer for approval. Only cost incurred after the approval of the request to be borne by the employer.

#### 12.03 Training Courses

The employer shall notify employees of any training courses and experimental programs identifying time, duration, and location of course, and basic minimum qualifications required for the applicants. The notification shall be posted, when possible, for two weeks to afford all interested employees an opportunity to apply for such training. Employees shall be selected on the basis of existing jobs requirements and their qualifications.

#### 12.04 Education

The employer recognizes that education is a continuing process. Accordingly, the employer shall allow the Union to sponsor educational functions such as seminars, lectures, etc., to be held on the employer's premises. It is understood that such seminars, workshops, lectures, etc., will be held outside regular working hours and at no cost to Central Regional Services Board.

#### 12.05 Mandatory Education Cost

The Employer shall continue to pay 100% cost of all employer required membership/education fees for all employees.

## 12.06 Education Leave and Examination

The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Accordingly, the employer agrees that the employees with three (3) years employment, who wish to further their education, shall be permitted up to one-year unpaid educational leave. Any benefits based on service and seniority shall be retained but not accumulated. The employee shall be placed in a position equivalent to that which they held prior to the education leave. An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

## ARTICLE 13 – HOURS OF WORK

### 13.01 Schedule Hours of Operation

Regional Site and Local Waste Management Facilities hours of operation shall be from 8:00 a.m. to 5 p.m., Monday to Saturday, unless re-negotiated as outlined in the Memorandum of Understanding attached as Appendix "A". Curb Side Collection hours of operation shall be from 7:00 a.m. to 6:00 p.m.

### 13.02 Hours of Work

The scheduling of the number of days worked in a two-week period, the number of shifts and the hours per shifts, within the hours of operation outlined in 13.01 shall be at the sole discretion of the employer. The Employer shall provide a minimum of two (2) calendar weeks' notice of any changes to an employee's regular schedule or hours of work.

### 13.03 Overtime

Overtime shall be paid at time and one half of the regular rate for all hours worked in excess of the regularly scheduled hours per pay period for each employee and for all hours worked in excess of ten (10) hours a day for collection operators, nine (9) hours a day for transfer station workers, eight and a half (8.5) hours a day for workers at the regional site and seven (7) hours a day for office workers. Overtime shall be paid to part time employees only after they have worked in excess of 42.5 hours per week, or as per the daily hours listed above. An employee who is absent on any approved leave shall be considered to have worked. All overtime shall be distributed among the employees as evenly as possible. Fully qualified employees will be given the first opportunity for overtime.

### 13.04 Call-Ins

If an employee has completed their regular shift, and is called back to work, they will be paid at the regular overtime rate of four (4) hours straight time, whichever is the greater.

### 13.05 Split Shifts

Employees shall not be required to work split shifts except where mutually agreed between an employee and the Supervisor. The Employer will advise the union president or their delegate of any agreement between the supervisor and an employee to work split shifts.

### 13.06 Breaks

1. One half hour unpaid lunch break will normally be taken at mid shift. In addition, there shall be two fifteen (15) minute rest breaks taken midway between the first half of the shift and midway between the second half of the shift.
2. At the discretion of the employer, lunch break and rest periods may be staggered one (1) hour before and one (1) hour after regularly scheduled time.

### 13.07 Time off In Lieu of Overtime

Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a time to be mutually agreed between employee and supervisor. The employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of the conclusion of overtime.

Employees shall be entitled to receive payment of all or a portion of their banked time to be added to their earnings in any pay period by requesting same within a reasonable time period. All accrued overtime leave not used shall be paid out on the last pay period of the calendar year. It is understood that forty-two and one-half (42.5) hours of converted banked time will be the maximum an employee can take as time off in a calendar year.

### 13.08 Travel Policy

The following meal allowances shall be paid if employees are sent to another community without 12 hours prior notice, in accordance with CRSB travel policy, unless an employer policy is more favorable.

Breakfast \$8  
Lunch - \$12  
Supper - \$20

## **ARTICLE 14 – HOLIDAYS**

### 14.01 Holidays

The Central Regional Service Board will provide for employees the following paid holidays:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Memorial Day (Canada Day)
5. Civic Holiday – 1<sup>st</sup> Monday in August
6. Labour Day
7. Thanksgiving
8. Remembrance
9. Christmas Day
10. Boxing Day

#### 14.02 Compensation for Holidays Falling on Regular Day Off

When a paid holiday falls on an employee's regular day(s) off, the next working day(s) shall be deemed to be the paid holiday for the purpose of this agreement. For Transfer Station Employees, when the paid holiday falls on a Sunday or Monday, the Saturday prior to the holiday shall be deemed to be the paid holiday for the purpose of this agreement.

#### 14.03 Paid Holiday Overtime Rate

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal days' pay. Employees who are required to work shall be paid 1 ½ times the regular wage for hours worked.

#### 14.04 Paid Holidays – Casual Employees

Only casual employees who have worked thirty (30) days in the calendar year shall be entitled to a full day's pay for the above-named holidays provided that such employee worked on the day preceding and the day after the holiday.

### **ARTICLE 15 – VACATION**

#### 15.01 Earning of Vacation

An employee shall receive annual vacation with pay as follows:

1-8 years (1.25 days per month)	15 working days
9-19 years (1.67 days per month)	20 working days
20 years or more (2.08 days per month)	25 working days

Earned vacation is based on a calendar year (Jan.1 to Dec. 31)

Permanent part-time employees shall receive annual vacation with pay on a pro-rated basis and will have the option to have their vacation paid out on their pay cheque. It is the employee's responsibility to inform the employer of which option they choose.

## 15.02 Vacation Leave

Vacation leave credit is earned before vacation time is taken.

## 15.03 Compensation for Paid Holidays During Vacation

An employee shall receive an additional day's paid vacation for each paid holiday that occurs during their vacation period.

## 15.04 Annual Vacation Scheduling

Annual vacation scheduling is to be worked out between the employer and employee in a way that treats all employees in a fair and equitable manner. A rotation system shall be utilized in the event of a conflict between employees. The vacation schedule shall be posted on or before April 30<sup>th</sup> in each year. An employee may request a change in their vacation schedule after it has been posted and such request shall not be unreasonably denied.

## 15.05 Carry over Provision

All employees may carry forward a maximum of one year's entitlement to the following year. If an employee, through sickness or Workers Compensation is unable to take their vacation in the current year, they shall be entitled to carry their vacation forward to the next calendar year.

## 15.06 Sick Time on Vacation

Central Regional Service Board will allow sick time to override vacation time with a doctor's certificate if the employee has accumulated sick leave to cover it.

## 15.07 Vacation Pay – Casual Employees

Casual employees shall receive paid vacation based on six percent (6%) of base salary.

## 15.08 Vacation Overtime Rate

No employee shall be required to work during their scheduled vacation period except in cases of emergency. Should an employee be required to work they shall be paid at double time the regular rate of pay and no loss of vacation for each day worked.

## 15.09 Vacation as a Benefit

Vacation shall be deemed an earned benefit and on termination of employment an employee shall receive all vacation pay due them in accordance with the table of vacation credits set forth in section 15.01 of this Article.

## 15.10 Unbroken Vacation Period

An Employee shall receive an unbroken period of 2 weeks' vacation unless mutually agreed upon between the Employee and Employer.

## **ARTICLE 16 – SICK LEAVE**

### **16.01 Accumulation of Sick Leave**

The Central Regional Service Board will allow 12 sick days per year of employment. Sick leave can be accumulated up to a maximum of 168 days.

### **16.02 Deduction for Days Taken**

Absence on account of illness, or doctor's appointment for two (2) hours or less shall not be deducted. Absence for more than two (2) hours shall be deducted on an hour for hour basis.

### **16.03 Sick Leave during Lay-Off or Leave of Absence**

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc. they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off, providing such absence does not exceed twenty four (24) months.

### **16.04 Extension of Sick Leave**

An employee with more than five (5) years of service, who has exhausted their sick leave credits, shall be allowed to anticipate extension of their sick leave to a maximum of five (5) working days. This sick leave extension shall be repaid by the employee upon their return to duty through their normal monthly accumulation. However, the employee shall be limited to five (5) days sick leave for any one illness.

### **16.05 Sick Leave Records**

The Employer agrees that upon request an employee will be informed of sick leave used and the accrued leave to their credit.

## **ARTICLE 17 – OTHER LEAVES**

Central Regional Service Board may consider personal leave for the following:

### **17.01 Bereavement Leave with Pay**

When a member of the employee's family dies, and employee shall be entitled to bereavement period which must include the day of the memorial commemoration of the deceased or must begin within two (2) days following the death. During such period, the employees shall be paid for those days which are not regular scheduled days of rest for the employee.

In the case of Immediate Family:

Wife, husband, common law spouse, child, stepchild - 5 days.

In the case of:

Parent, Stepparent, grandmother, grandfather, brother, sister, mother/father-in-law - 3 days.

To attend funeral of the Employee's:

Brother-in-law, sister-in-law, Aunt, Uncle - 1 day.

Employees on paid holidays or vacation shall have their paid holidays or vacation deferred to be taken at a time to be mutually agreed by the employer and their supervisor.

#### 17.02 Personal Responsibility Leave

Central Regional Service Board may grant up to 5 days of personal responsibility leave per calendar year with authorization from Department Head. Authorization to be given in advance of leave for at least, but not limited to the following categories deemed to qualify for this leave: Fire, Flood. Other severe residential damage to employee's personal residence up to 5 days. In the event of a serious illness in the family. if the employee is the caregiver or medical appointments for a family member. Leave shall be granted. Family is defined for the purpose of this clause as Spouse. child. Parent or Parent-in-Law as follows.

(a) Sickness of family members without doctor's certificate —2 days.

(b) Sickness of family members with doctor's certificate —5 days.

Employer will require documentation to confirm reason for time off.

#### 17.03 Compassionate Care Leave

Unless legislation is more favorable, the Central Regional Service Board may provide up to 28 weeks unpaid compassionate leave.

#### 17.04 General Leave

An employee may be entitled to a leave of absence without pay and without loss of seniority. Notwithstanding Section 30:01, no seniority shall be accumulated if they are granted such leave. Such request shall be in writing and may be approved by the Employer, if the employer can refill the position from the existing workforce.

#### 17.05 Notification of Pregnancy

Unless legislation is more favorable, an employee who becomes pregnant shall notify the employer of the pregnancy at least eight (8) weeks prior to the expected date of birth. Such notice shall be in writing.

#### 17.06 Protection During Parental Leave

No employee shall be laid off or otherwise adversely affected in their employment because of pregnancy. The Employer will not deny the pregnant employee the right to continue employment during pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee and where there is no safeguard, the

employee shall be entitled to transfer to a vacant position provided they are capable of and has the ability to perform the work and is otherwise entitled thereto by reason of seniority.

#### 17.07 Length of Parental Leave

Unless Legislation is more favorable, Parental leave without pay shall cover a period up to fifty-two (52) weeks before and /or after the birth or adoption of a child. Where a doctor's certificate is provided, stating that a longer period of parental leave is required for health reasons, an extension up to maximum of one (1) additional year shall be allowed. During this period, full seniority shall accumulate.

#### 17.08 Procedure Upon Return from Parental Leave

Unless Legislation is more favorable, when an employee decides to return to work after parental leave, they shall provide the Employer with at least two (2) weeks' notice. On return from parental leave, the employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in a position of equal value at the same rate of pay. However, the employee shall not replace any employee having greater seniority.

#### 17.09 Payment of Employee Benefits During Parental Leave

Unless Legislation is more favorable, During the period of parental leave, the Employer shall continue to pay the Employer's share of hospital, medical disability and group life insurance premiums only for a maximum of seventeen (17) weeks. The employee must continue to pay the employee's share of these benefits for seventeen (17) weeks and thereafter the full premiums. If the employee opts for pension coverage during parental leave, such coverage may be continued if the employee pays both the employees and employer contributions.

#### 17.10 Jury or Court Witness Duty

The Employer shall grant leave of absence without the loss of seniority to an employee who serves as a juror, or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment he received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

#### 17.11 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievances and arbitration procedures.

#### 17.12 Leave of Absence for Full Time Union or Public Duties

The Employer recognizes the right of an employee to participate in public affairs, therefore, upon written request, the Employer may allow an unpaid leave of absence up to two (2) months without loss of benefits so that the employee may be a candidate on a Federal, Provincial or Municipal election. The employee shall have

the option to continue in the group insurance and pension plans and shall continue to pay the employee's and the employer's portion of the premiums if they elect to remain in the plans.

An employee who is elected to public office shall be allowed an unpaid leave of absence without loss of accumulated seniority, although notwithstanding Section 30:01, no seniority shall be accumulated during their first term of office.

An employee who is elected or selected for a full-time position with the union shall be granted an unpaid leave of absence for up to two (2) years without loss if accumulated seniority. The employee shall have the option to continue in the group insurance and pension plans and shall continue to pay the employees and the employer's portion of the premiums if they elect to remain in the plans. Notwithstanding section 30.01, no seniority shall be accumulated for the leave period.

#### 17.13 Time off for Elections

Employees shall be allowed three (3) consecutive hours off before the closing of polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

#### 17.14 Leave of Absence for Union Duties

Leave of absence without loss of pay or seniority to a total of five (5) days annually shall be granted on the union's written request for members of the Union to represent the Union at Labour Conventions, school or seminars. One (1) calendar weeks-notice of such leave request shall be made. Additional leave of absence with respect to the foregoing without pay and without loss of seniority to a total of four (4) days annually shall be granted on the Union's written request.

#### 17.15 Negotiation Pay Provisions

Representatives of the Union on the Bargaining Committee shall not suffer any loss of pay or benefits for days involved in negotiations with the Employer.

#### 17.16 Leave for Court Appearance

In the event that an employee is accused of an offence which requires a court appearance, they shall be entitled to access any accumulated vacation leave, or unpaid leave of absence without loss of seniority to cover the time leading up to and including court appearance.

### **ARTICLE 18 – PAYMENT OF WAGES AND ALLOWANCES**

#### 18.01 Pay Days

The Employer shall pay salaries and wages bi-weekly. Wages for all time worked shall be paid by-weekly by direct deposit. On each pay day each employee shall be

provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions

#### 18.02 Wage Rates

**See Schedule "A" attached.**

#### 18.03 Pay during Temporary Transfer

1. An employee can be assigned by the employer to carry out the duties of another classification that they would be qualified to perform on a temporary basis.
2. When an employee in a position paying a specific rate of pay temporarily substitutes in or performs the principal duties of a higher paying position for a period of more than two (2) hours, they shall receive the higher rate. When an employee temporarily substitutes in or performs the principal duties of a position paying a lower rate of pay, they shall suffer no reduction in their rate of pay.

### **ARTICLE 19 – JOB CLASSIFICATION AND RECLASSIFICATION**

#### 19.01 Job Descriptions

The Employer agrees to draw up job descriptions and classifications for which the Union is bargaining agent. These descriptions shall be presented as a Job Descriptions Manual to the Union and shall become the recognized job description, unless the Union presents written objection. If the parties agree on a job description, it will be submitted to mediation or a mutually agreed outside consultant. If there are costs associated with this process they will be shared equally by each party.

#### 19.02 Changes in Duties to be Negotiated

When the duties or volume of work in any classification are substantially changed or increased, or where the Union and/or employee feels they are unfairly or incorrectly classified, or when a position not covered in Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by the employee.

#### 19.03 Emergency Assignment of Work

In cases of emergency or when there is no work available in an employee's own classification, the Employer may assign the employee to perform work of another classification provided the employee is qualified and able. The employer shall exercise its right in a fair and reasonable manner.

## **ARTICLE 20 - CONTRACTING OUT**

### **20.01 Contracting Out**

The Union recognizes the responsibility and duty of the employer to arrange for the Public Service as efficiently and economically as possible. However, notwithstanding the foregoing, and in order to provide job security for the members of the bargaining unit the employer will not contract out any work or services which are currently performed by bargaining unit members that will result in a layoff or reduction of hours of employees in the bargaining unit.

## **ARTICLE 21 – CLOTHING POLICY**

### **21.01 Clothing Provisions**

CRSB will provide the basic PPE which will include the following as required:

- Safety Vest CSA Approved
- Hard Hat and winter liners
- Safety Glasses
- Required work gloves
- Ear Protection
- Respirators
- Winter clothing
- Summer Coveralls (with safety stripes)
- Rain Gear (with safety stripes)

Replacement of unserviceable PPE will occur as required. Employees must return unserviceable PPE prior to receiving a replacement. If a disagreement arises as to whether or not an article is unserviceable the matter may be referred to the Chief Administrative Officer.

### **21.02 Safety Footwear**

CRSB will contribute 100% of the cost of CSA safety footwear to a maximum of \$250.00 per employee either annually, or as needed, in consultation with management. Employees are to submit an invoice for re-imbusement of the 100%. For purposes of this article, annually is Jan. 1<sup>st</sup> to Dec. 31<sup>st</sup>.

### **21.03 Tools**

The Employer shall supply all tools and equipment required by employees in the performance of their duties.

### **21.04 Prescription Protected Eye Wear**

CRSB will contribute up to \$150.00 for Prescription Protected Eye Wear every two (2) years. Employees are to submit a receipt for re-imbusement.

## **ARTICLE 22 - HEALTH BENEFIT PLAN**

### **22.01 Employee Participation Requirement**

All employees shall participate in the Health Insurance Plan. If a spouse of an employee has a plan, the employee may opt out of the health/dental portion but must take part in the life/accidental portion.

### **22.02 Eligibility**

Eligibility for coverage is per contract # 100793 of Newfoundland and Labrador Municipal Employees Benefits Small Town Plan. See Appendix "B" Employee Benefit Plan

### **22.03 Cost Share**

The Plan is cost shared 60/40 with the employer making 60% and employees making 40% contributions to the Plan.

### **22.04 Benefits Covered**

Coverage under the Plan is outlined in the Group Benefits booklet for contract #100793.

### **22.05 Plan Guarantee**

The Employer shall ensure that this benefit plan, or a plan of a similar nature, continues for the life of the collective agreement. In the event that a new plan is required, a transition period will be permitted but this transition period shall not exceed 60 days.

## **ARTICLE 23 – RETIREMENT**

### **23.01 Retirement Plan**

Employees will be given an option to participate in Group RRSP Retirement Plan after the first anniversary of employment at CRSB.

### **23.02 Employees Maximum Contributions**

CRSB will match employee's contribution up to a maximum of 5% of basic salary.

### **23.03 Employee Withdrawals**

Withdrawals are not allowed from the contribution made by the member that attracted an employer's contribution without employer's approval.

## **ARTICLE 24 – NO LOCKOUTS**

### **24.01 Strikes and Lockouts**

During the term of this agreement the Central Regional Service Board agrees that there will be no lockouts and the Union agrees that there will be no strikes or other collective action which will stop, curtail or interfere with the work required.

#### **Right to Refuse to Cross Picket Line**

An employee covered by this agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees where a legal strike or lockout is in effect. Failure to cross such a picket line by an employee shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Employees will be reassigned to alternate work if available.

## **ARTICLE 25 – COPIES OF AGREEMENT**

### **25.01 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Union and the Employer shall equally share the cost of making sufficient copies of the Agreement.

## **ARTICLE 26 – OCCUPATIONAL HEALTH AND SAFETY**

### **26.01 Occupational Health and Safety Committee**

A Health and Safety Committee shall be established and composed of three representatives appointed by the employer and three representatives appointed by the union. The union representatives shall be one from each of curb side collections, transfer stations, and the regional site. Meetings of the committee shall only take place if at least two members from the union and two members from the employer are present.

### **26.02 Meetings**

The Health and Safety Committee shall meet at least quarterly. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of Minutes of all committee meetings shall be sent to the Employer and to the Union.

### **26.03 Safety Provisions**

With regard to safety measures, employees working on any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing. The Employer shall provide and maintain work place monitoring equipment for detecting and recording health and safety hazards.

#### 26.04 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or operate any equipment which, in the opinion of the employee, is not safe.

#### 26.05 Health and Safety Reports, Accident Reports, Records and Data

The Employer shall provide the members of the Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in the previous quarter. In addition, the Employer shall provide members of the Committee with any other health and safety records in the possession of the Employer, including records, reports and data provided to and by the Workers' Compensation Commission and other government departments and agencies.

#### 26.06 Pay During Time Injured While on Shift

An employee who is injured while working and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a Doctor states that the employee is fit for further work on that shift. An employee having to leave their job because of such injury for further temporary treatment authorized by a medical Doctor shall be paid for time lost during regular working hours for one treatment only.

#### 26.07 Transportation to Doctor or Hospital

The Employer agrees "Transportation" to the nearest physician or hospital for employees requiring emergency medical care as a result of an accident shall be at the expense of the Employer.

#### 26.08 Workplace Violence

With the exception of confidential information, the Occupational Health and Safety Committee shall be informed of all incidents of workplace violence that have occurred at the workplace.

"Violence" means the attempted, threatened or actual conduct of any person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that persons, including employees, supported individuals or members of the public are at risk of injury.

Violence includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment.

It also includes incidents of domestic violence entering the workplace, stalking, personal harassment, psychological harassment, bullying or any other behavior that abuses, devalues or humiliates.

The workplace is any location in which work-related activities under the control of the organization are performed.

Where an employee alleges workplace harassment and/or workplace violence, the employee may request, through the Union, to discontinue contact with the alleged harasser. Upon such a request, every effort will be made to separate the employees in their employment relationship without the complainant or the respondent suffering any penalty. It is understood that such a separation does not constitute discipline for the complainant or the respondent.

The Employer agrees that the JOHSC shall concern itself with matters relating to violence in the workplace that affect employees represented by the OHSC, including but not limited to:

- (1) Consulting on the Employer's Workplace Harassment Policy.
- (2) Recommending measures and procedures to prevent violence to and by staff.
- (3) Be informed by the employer of actions it has taken to prevent reoccurrence of an incident of violence at the workplace.
- (4) Recommending violence prevention training programs

#### 26.09 Domestic Violence Leave

The parties acknowledge that when domestic leave occurs, it is significant problem that can affect the health and wellbeing of employees and their families. When employees experience violence or abuse in their personal lives, it may affect their attendance or performance at work.

(a) The Employer agrees to provide the following leave(s) for victims of domestic violence:

- (i) Up to five (5) days leave with pay.
- (ii) Twenty-six (26) weeks of unpaid leave in one consecutive period.

(b) Domestic violence leave may be taken for the following purposes:

- (i) To seek medical attention for the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence.
- (ii) To obtain services from a victim services organization.
- (iii) To obtain psychological or other professional counselling.
- (iv) To relocate temporarily or permanently.
- (v) To seek legal advice or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

## Access and Approval

The foregoing leaves are accessed by request to, and approval of, the Chief Administrative Officer (CAO).

## Confidentiality

The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or as required by law, or with the consent of the employee.

## **ARTICLE 27 – TECHNOLOGICAL CHANGES**

### 27.01 Notice of Changes

As far in advance as possible, but not less than three (3) months before the introduction of any technological change or method of operation which affects the conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change.

Any such change shall be made only after the Union and the Employer have discussed such change through consultation.

If the Employer and the Union fail to agree on the results of the change, the matter shall be referred to the grievance procedure of this Agreement.

### 27.02 Transfer Agreements

An employee, who is displaced from their job by technological change or improvements, will be given the opportunity to fill vacant positions according to seniority.

### 27.03 No New Employees

No permanent employee shall be hired by the Employer until the employees already working, shall be notified of the proposed technological change and allowed a training period not to exceed one (1) year to acquire the necessary knowledge or skill for retaining their employment.

## **ARTICLE 28 – GENERAL CONDITIONS AND BENEFITS**

### 28.01 Changes in Law Shall Not Invalidate Agreement

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges

and obligations of the employees shall remain in existence and either party, upon notice to the other, may reopen this present agreement for negotiation.

#### 28.02 Proper Accommodation

Proper accommodation shall be given for employees to have their meals and store and change their clothes.

#### 28.03 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.

### **ARTICLE 29 – SENIORITY**

#### 29.01 Seniority Defined

Seniority is defined as date of hire with the Employer and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preferences or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement.

#### 29.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day; highest ranking seniority shall be determined by drawing a name from a hat in the presence of a representative from the Union and the Employer. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and June of each year.

#### 29.03 Probation for Newly Hired Employees

The Union will acknowledge the first 80 days of employment to be the probationary period during which time the employer will assess the probationer's general suitability for employment. The terminated of a probationary employee for unsuitability shall not be subject to the grievance and arbitration provisions of this agreement except where discrimination or bad faith is alleged. After completion of the probationary period, seniority shall be effective from the original date of employment.

#### **29.04 Loss of Seniority**

An employee shall not lose seniority if they are absent from work because of sickness, disability, accident, layoff or leave approved by the employer. An employee shall only lose their seniority in the event:

1. They are discharged for just cause and is not reinstated
2. They resign in writing and does not withdraw within two (2) days.
3. They fail to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address. Laid off employees engaged in alternate employment and who are located shall be permitted to give their current employer reasonable notice of termination in order that they may accept the recall.
4. They are off the payroll for a period longer than twenty-four (24) months. This does not apply where a person is absent on LTD, paid or unpaid sick leave, or Worker's Compensation or the provisions in Article 17.12.

#### **29.05 Retention of Seniority after Promotion**

An employee promoted to a supervisory position not subject to this agreement shall retain seniority for a period of sixty (60) days after the date of the employee's promotion. Employees terminated, for any reason, from their supervisory position, or who request a return to their former position, shall be entered on the seniority list at their previous union seniority.

### **ARTICLE 30 – LAYOFF AND RECALL**

#### **30.01 Roll of Seniority in Lay-Offs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority in their classification in accordance with Article 30.02. An employee who is given notice of lay-off, job redundancy or bumping, may bump into a job, the duties of which they have the qualifications and ability to perform by replacing any employee who has less seniority. The right to bump shall include the right to bump up.

#### **30.02 Recall Procedure**

Employees shall be recalled in the order of their seniority provided they possess the necessary qualifications and ability to perform the duties required of the position.

### 30.03 No New Employees

No new employees within the bargaining unit will be hired until those laid off and having the required qualifications and abilities have been given an opportunity for re-employment.

### 30.04 Notice of Lay-Off

Unless legislation is more favourable, employees who have worked continuously for six (6) months or more shall be given by the employer fifteen (15) days' notice of lay-off or pay in lieu of.

### 30.05 Bumping Procedure

An employee who is bumped in accordance with Article 30.01 shall be contacted and notified by the employer and exercise their right to bump within forty-eight (48) hours of receiving the notification of being bumped.

## **ARTICLE 31 – TERM OF AGREEMENT**

### 31.01 Duration

The term of this agreement shall be binding and remain in effect from January 1, 2022, to December 31, 2025.

### 31.02 Agreement to Continue in Force

This agreement remains in effect until a new Agreement has been negotiated and signed or until the conciliation process has been exhausted, whichever shall first occur. If negotiations extend beyond the termination of the Agreement, any increase wages for hours worked during the period between the termination of this agreement and the commencement of the new agreement shall be retroactive.

### 31.03 Notice to Commence Bargaining

Either party desiring to propose changes to this Agreement shall, not more than ninety (90) days and not less than thirty (30) days prior to the date of expiration, give notice in writing to the other party of the desire to commence collective bargaining with a view to the renewal or revision of the Agreement or the conclusion of a new collective agreement.

### 31.04 Amendments

Any amendments to this agreement during its current term shall only be incorporated by mutual consent of the parties to this agreement.

### 31.05 Retroactive Pay for Terminated Employee

Any employee who has severed their employment between the termination date of this agreement and the effective date of the new agreement, shall receive the full

retroactivity of any increased wages, for the hours worked during the period between the termination of the Agreement and the termination of employment. Employees shall bear full responsibility to ensure the Employer has up to date contact information. This retroactive pay shall not apply to employees who were terminated for cause.

IN WITNESS WHEREOF the parties hereto have caused these present to be excited in accordance with their respective regulations

SIGNED ON BEHALF OF THE  
CENTRAL REGIONAL SERVICES BOARD

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5145



Chair person - CRSB



Witness to above Signatures



Witness to Above Signatures

## SCHEDULE "A"

### WAGE INCREASES

January 2022	\$1.10 per hour across the board
January 2023	\$0.90 per hour across the board
January 2024	\$0.90 per hour across the board
January 2025	\$0.90 per hour across the board

Classification	Current	Schedule "A" Hourly Wage Rates			
		Jan 1/22	Jan 1/23	Jan 1/24	Jan 1/25
Accounting Clerk	\$25.16	\$26.26	\$27.16	\$28.06	\$28.96
Accts Pay/SH/Admin	\$23.85	\$24.95	\$25.85	\$26.75	\$27.65
Admin Assistant	\$21.49	\$22.59	\$23.49	\$24.39	\$25.29
Heavy Equipment Mechanic	\$28.21	\$29.31	\$30.21	\$31.11	\$32.01
Heavy Equipment Operator – Class 8	\$27.13	\$28.23	\$29.13	\$30.03	\$30.93
Labourer	\$16.62	\$17.72	\$18.62	\$19.52	\$20.42
Sanitary Collection Operator	\$25.33	\$26.43	\$27.33	\$28.23	\$29.13
Scale House Operator	\$20.70	\$21.80	\$22.70	\$23.60	\$24.50
Transfer Station Operator – Class 5	\$23.77	\$24.87	\$25.77	\$26.67	\$27.57
Transfer Station Operator/Collection – Class 3	\$24.33	\$25.43	\$26.33	\$27.23	\$28.13
Truck Driver/Spotter	\$23.77	\$24.87	\$25.77	\$26.67	\$27.57
HHW/Spotter	\$24.88	\$25.98	\$26.88	\$27.78	\$28.68
P/T Transfer Station Operator/Collection	\$24.33	\$25.43	\$26.3	\$27.23	\$28.13
Heavy Equipment Mechanic Apprentice					
1st year - 70% Journeyperson Rate	\$19.75	\$20.85	\$21.75	\$22.65	\$23.55
2nd year - 75% Journeyperson Rate	\$21.16	\$22.26	\$23.16	\$24.06	\$24.98
3rd year - 80% Journeyperson Rate	\$22.57	\$23.67	\$24.57	\$25.47	\$26.37
4th year - 90% Journeyperson Rate	\$25.39	\$26.49	\$27.39	\$28.29	\$29.19

## **Appendix "A"**

### **Memorandum of Understanding Concerning Hours of Operations**

This Memorandum of Understanding is to give effect to the understanding reached between Central Regional Service Board and the Canadian Union of Public Employees in negotiations of the collective agreement which comes into effect January 1, 2014.

Accordingly, the Parties agree to amend the hours of operations of the Regional Site 13.01, if the volume of waste warrants an extension of those hours the parties shall meet within thirty (30) days following notification of the required changes by the employer.

The Parties further agree that if there is no mutual agreement between the parties within the sixty (60) days, this issue will be resolved through mediation/arbitration.

Any changes to clause 13.01 shall become part of the agreement and be subject to the Grievance Procedure.



