

COLLECTIVE AGREEMENT

Between

WEST NIPISSING ENVIRONMENTAL SERVICES
(hereinafter referred to as the EMPLOYER)

And

**CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 535-03 C.L.C.**
(hereinafter referred to as the UNION)

September 1, 2023

to

December 31, 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 settled 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, employment, services, etc.;
- 3)** To encourage efficiency in operation and the right of the public to be served by qualified persons;
- 4)** To promote the morale, well being and security of all the employees in the Bargaining Unit of the Union.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

Now, therefore, the parties agree as follows:

ARTICLE 2 - EMPLOYER RIGHTS

2.01 The Union agrees that it is the exclusive right of the Employer to:

- 1)** Maintain order, discipline, and efficiency.
- 2)** Hire, lay-off, direct, transfer, promote; and for just cause to suspend, discipline, demote or discharge employees.
- 3)** Generally, to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operation, the types and location of equipment to be used, and the number of persons to be employed.

The Employer agrees that these functions shall be executed in a manner consistent with the terms and provisions of the Collective Agreement and subject to the right of the employee or the Union to lodge a grievance as set forth herein.

It is recognized that the Employer provides services for the safety, health, comfort, and general welfare of the citizens. Therefore, the employees must be prepared to assist in providing the many services wherever possible.

ARTICLE 3 - RECOGNITION AND SCOPE

3.01 a) The Employer recognizes the Canadian Union of Public Employees and its Local 535-03 as the sole and exclusive collective bargaining agent for all of its employees save and except supervisors and persons above the rank of supervisor, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

b) Full-time Employees – A full-time employee is an employee who works more than twenty-four (24) hours per week.

Part-time Employees – A part-time employee is an employee who works twenty-four (24) hours or less per week. A part-time employee shall be entitled to all the rights, benefits and privileges of the Collective Agreement unless specifically referenced otherwise.

A part-time employee may work more than twenty-four (24) hours per week to cover for temporary absences due to illness, compensable or non-compensable injury, vacations, and leaves of absence and still retain part-time status.

3.02 Persons whose jobs are not included in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purpose of instruction, experimenting or in emergencies when all employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

The parties agree that work which is of an unusual and non-reoccurring nature may be performed by persons who are not employees of the Employer.

3.03 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 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason or age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence nor by reason of his membership or activity in the Union or any other reason or any other prohibition under the Ontario Human Rights Code.

ARTICLE 5 - UNION SECURITY

- 5.01** The Employer hereby recognizes the Union as the sole collective bargaining agent for all employees covered by *Article 3 – Recognition and Scope* in respect to hours of work, wages and all other conditions pertaining to this Agreement.
- 5.02** All employees as outlined in *Article 3.01 a)* to this Agreement as a condition of continuing employment shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All future employees covered by *Article 3.01 a)* shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.

The Employer agrees to deduct union dues on all gross earnings of each new employee within the bargaining unit, and this from the date of hire.

- 5.03** The Employer shall deduct from every employee any monthly dues levied in accordance with the Union Constitution and / or By-laws and owing by him/her to the Union.
- 5.04** Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made.

ARTICLE 6 - CORRESPONDENCE

- 6.01** All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the manager of the Employer and the President and Secretary of Local 535 or their designates.
- 6.02** The Employer shall advise Union representatives prior to the implementation of any policy affecting unionized employees and provide the Union with a copy once finalized.

ARTICLE 7 - REPRESENTATION AND INFORMATION

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

- 7.02** A Bargaining Committee shall be appointed by the Employer as appointees of the Employer, and not more than two (2) members of the Union as appointees of the Union. The Union will advise the Employer of the Union nominees to the committee. It is understood that the President and/or Vice President of the Local Union have the option of attending negotiations at the local Union's cost.
- 7.03** The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. The Union agrees that it will provide the General Manager or designate with adequate notice of attendance on site as well as the nature of the Representative's business while on the premises of the Employer.
- 7.04** Any employee who is a representative on the Union's Bargaining Committee shall have the privilege of attending committee meetings with the Employer during normal working hours without loss of remuneration.
- 7.05** 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 classifications and wage rates.

7.06 REPRESENTATION AND INFORMATION

The Parties agree to commit themselves to maintaining communications. To this end, the Employer hereby agrees that Representatives of its administration will meet with Representatives of the Union a minimum of four (4) times per year, to discuss problems, Employee concerns and methods to improve relations. Dates for such meetings will be predetermined in January of each year. The Committee shall consist of two (2) members from each of the Parties. A staff representative or Employer consultant may attend any meeting between the parties. Additional resource persons may accompany the representatives of either party upon reasonable notice.

An Employer and a Union Representative shall be designated as joint Chairpersons and shall alternately preside over the meetings. Each party shall advise the other party of agenda items as far in advance of the meeting as possible but no later than one week before the meeting. Minutes shall be taken at each meeting and will be circulated by the Employer to the Committee Members as soon as possible following the meeting, for review. The Committee shall not have jurisdiction over any matters pertaining to collective bargaining or which are the responsibility of another joint committee. The Committee's Chairpersons shall be responsible for making recommendations to their respective principals regarding the issues discussed by the Committee. Decisions of the Committee shall not be binding upon the Employer or the Union. The Union Representatives on the Committee shall not suffer a loss of pay for attending at the Committee meetings jointly attended by the Parties.

ARTICLE 8 - PROBATIONARY EMPLOYEES

8.01 Newly hired full-time employees shall serve a probationary period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure unless the Union claims discrimination as the basis of termination.

Newly hired Part-Time employees shall serve a probationary period of four hundred (400) hours worked from the date of hiring. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure unless the union claims discrimination as the basis of termination.

After completion of the probationary period, seniority shall be effective from the original date of employment.

ARTICLE 9 - DISCIPLINE

9.01 Whenever the Employer deems it necessary to censure an employee covered by the terms of the Collective Agreement in a manner indicating that termination of employment may follow in the event of a further occurrence or that termination of employment may follow if the employee fails to meet the required work standard by a given date, the Employer shall give written details of the censure to the employee. A copy of the written confirmation of censure shall be forwarded to the Secretary of the Union or designate within five (5) days thereafter.

9.02 An employee who has completed his probationary period may be dismissed for just cause only.

9.03 When an employee is disciplined, suspended, or discharged, the employee will be advised in writing of the reasons for the discipline. A copy of the written notice of discipline, suspension or discharge will be promptly forwarded to the Secretary and President of Local 535 or designate.

9.04 An employee considered by the Union to be wrongfully or unjustly disciplined, suspended or discharged shall be entitled to a hearing under the grievance procedure. Step 2 of the grievance procedure shall be omitted in such cases.

9.05 Should the parties agree after an investigation that an employee has been unjustly disciplined, suspended or discharged, such employee shall be immediately reinstated in the employee's former classification, without loss of seniority and shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such

disciplinary action, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties.

9.06 An employee shall have the right to obtain copies of any material contained in his/her personnel record.

9.07 Any notice of disciplinary action shall be disregarded after a period of twenty-four (24) consecutive months, provided that no further disciplinary action has been recorded.

ARTICLE 10 - SENIORITY

10.01 Seniority is defined as the length of service in the Bargaining unit from date of hire. One seniority list shall be maintained for both full-time and part-time employees, on a bargaining-unit-wide basis.

Both parties recognize:

- a)** The principle of promotion within the service of the Corporation and;
- b)** That job opportunity should increase in proportion to length of service and qualifications.

In all cases of promotions, demotions, transfers and recalls, seniority shall be the governing factor provided the senior employee is qualified to do the work.

Except as expressly provided for in this Agreement, an employee absent from work due to illness, disability, accident, lay-off or leave of absence approved by the Corporation, shall not lose seniority rights. An employee shall only lose seniority in the event:

- a)** The employee is discharged for just cause and is not reinstated;
- b)** The employee resigns, and a record of employment has been issued;
- c)** The Employee is laid off for a continuous period exceeding twenty-four (24) months calculated from the last date at work;
- d)** The employee is absent without reasonable explanation for any period in excess of five (5) consecutive working days.

Seniority shall operate on a bargaining unit-wide basis.

The Employer shall, wherever practicable, provide in-house training for employees or training opportunities for employees to improve their chances for advancement.

10.01 Part-Time Seniority

The service of a part-time employee shall be determined on a pro-rata basis calculated on the number of hours paid. For purposes of conversion, the number of hours equal to one (1) year of service shall be 2080 hours.

A part-time employee who becomes a full-time employee will have her/his hire date adjusted to reflect the prorated service of part-time employment.

10.02 The Employer shall maintain a seniority list in accordance with *Article 10.01*. An up-to-date seniority list shall be forwarded to the Secretary of the Union and posted on all bulletin boards during the month of January of each year.

10.03 Protests in regard to seniority standing must be submitted in writing to the Solid Waste Manager or designate within thirty (30) days from the date the seniority list is posted. When proof of error is presented by the employee or his/her representative, such error will be corrected. It is agreed and understood that no change in the seniority status of an employee shall be made unless agreed to by the Union.

10.04 Should the Employer merge, amalgamate or combine any of its operations or functions with another employer, the Employer will attempt to ensure that seniority rights for all employees with the new Employer will be retained.

10.05 Both parties recognize that job security should 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. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

10.06 Layoff Procedure

- a)** The parties agree that any reduction in hours of work as per *Article 17.01* or the loss of any jobs, constitutes a lay-off under this Agreement. All relevant provisions of this Collective Agreement regarding lay-off shall apply.
- b)** In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification provided that there remain on the job employees who are able to meet the normal requirements of the job.
- c)** Any lay-off will be administered in accordance with the provisions of the Employment Standards Act.
- d)** An employee who is subject to layoff shall have the right to either:
 - i) Accept the layoff and take severance in accordance with the Employment Standards Act; or

- ii) be placed on a recall list for 24 months; or
- iii) displace a more junior bargaining unit employee provided he/she has the skills, ability, and qualifications to perform the work in accordance with the job description.
- iv) An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.

10.07 The Employer agrees to pay the full coverage to the Group Insurance Plans in *Article 20* for the employees laid off from the first to and including the third month following the date of lay-off. In the event of a longer lay-off, employees so affected will be given the right to continue this coverage through direct payments to a maximum of twenty-four (24) months.

- a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability and qualifications to perform the work, and provided such opening is first posted under the job posting procedure and has not been filled.
- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c) It is the responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) working days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- d) Employees on layoff or notice of layoff shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. The provision supersedes the job posting provision.

10.08 Grievances concerning lay-offs due to a reduction in the working force shall be initiated at Step 2 of the grievance procedure.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01** In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards, whose duties shall be to assist any employee whom the Steward represents in preparing and presenting his/her grievance in accordance with the Grievance Procedure.
- 11.02** All grievances shall be in writing and all replies to all Steps shall also be in writing.
- 11.03** An employee grievance must be signed by the aggrieved employee and his or her Section Steward or designate. A policy grievance must be signed by the President of the Union Local.
- 11.04** The Union shall notify the Employer in writing of the name of each Steward and the department the Steward represents and the Chief Steward, before the Employer shall be required to recognize him or her. The Stewards so selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen. One (1) Steward will be appointed by the Union as Chief Steward.
- 11.05** The Union understands and agrees that each Steward is employed to perform full-time work for the Employer and that the Steward will not leave his or her work during working hours except to perform his or her duties under this Agreement. Therefore, no Steward shall leave his or her work without obtaining the permission of the Supervisor, which decision shall be given within an hour.
- 11.06** For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- 11.07** It is understood that an employee has no grievance until the employee has given his or her immediate Supervisor outside the Bargaining Unit an opportunity to adjust the complaint. In discussing the complaint, the employee may be accompanied by a Steward. The Supervisor shall provide a verbal response within three (3) working days.
- 11.08** An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1

The aggrieved employee shall submit the grievance to his Section Steward, provided that no more than fifteen (15) working days have elapsed since the time that the employee should have reasonably been aware of the event giving rise to the grievance.

Step 2

If the Section Steward considers the grievance to be justified, the grievor and the Section Steward shall first seek to settle the dispute with the Employee's immediate Supervisor or designate, provided no more than twenty (20) working days have elapsed since the occurrence of the alleged grievance. It is agreed and understood that the grievance shall be submitted to the Supervisor in writing. The presentation of the grievance to the Supervisor shall include all particulars of the complaint for the grievance as well as the remedy that is sought. The Supervisor will give full and serious consideration to the information presented by the grievor and the Union Steward. The Supervisor shall submit a written response to the Section Steward within five (5) working days of the meeting at Step 2.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union President or designate may request a meeting between the local's National Servicing Representative and the General Manager provided no more than five (5) working days have elapsed since the grievance meeting at Step 2. If such a request is made by the Union, the meeting between the National Servicing Representative and the General Manager shall be held within twenty (20) working days of the request for said meeting failing to do so the Union may proceed to Step 4.

Step 4

Failing a satisfactory settlement being reached at Step 2 or the Union's failure to request a meeting at Step 3, the Union may provide the Employer with notice in writing of its intention to refer the dispute to Arbitration provided no more than five (5) working days have elapsed since the grievance meeting at Step 2 or Step 3, as the case may be.

11.09 a) Where a dispute involving a question of general application or interpretation of this Collective Agreement occurs (generally referred as a policy grievance), Steps 1, 2 and 3 of this Article may be by-passed.

b) Where a dispute involving a group of employees (generally referred to as a group grievance), Step 1 of this Article may be by-passed.

11.10 At any stage of the grievance or Arbitration Procedure, the parties may have the assistance of the employee concerned as witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

- a) Where a dispute involving a question of general application or interpretation of this Collective Agreement occurs (generally referred to as a policy grievance) occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 and 3 of this Article may be bypassed.
- b) Where a group involving a group of employees (generally referred to as a group grievance), Step 1 of this Article may be bypassed.

11.11 In the event the Section Steward is unavailable, another Steward may make the representations on behalf of the employee.

11.12 For the purposes of this Article "Working Days" shall be defined as Monday to Friday, exclusive of Saturday and Sunday and the paid holidays outlined in *Article 16* of this Agreement.

ARTICLE 12 - ARBITRATION

12.01 It is agreed and understood that upon mutual consent of the parties, either party may request that the matter(s) in dispute be submitted to an independent mediator in an attempt to resolve the dispute prior to proceeding to Arbitration.

12.02 Each of the parties shall jointly bear equally the expense of the independent mediator and any costs of the place of hearing of such mediation, if and when the necessity arises.

12.03 When either party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within seven (7) working days thereafter, the other party shall answer by registered mail indicating the name and address of this appointee to the Arbitration Board. The two nominees shall then meet to select an impartial chairman.

12.04 If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a chairman within seven (7) days of appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

12.05 The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairman is appointed.

12.06 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the

power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discipline, suspension, or discharge grievance by any arrangement, which in its opinion it deems just and equitable.

12.07 Each party shall pay:

- (1) The fees and expenses of the Arbitrator it appoints;
- (2) One-half the fees and expenses of the chairman.

12.08 Whenever an Arbitration Board is referred to in this Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to Arbitration. The other provisions referred to Arbitration Board shall appropriately apply.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 Elections

In order for employees to vote in Federal, Provincial and Municipal elections, the employer shall grant the employees the legislated appropriate clear time off with pay for working time lost.

13.02 Leave of absence with pay will be granted to representatives of the Union while in consultation with the Employer or its officials on matters pertaining to the Agreement during working hours.

13.03 Leave of absence without pay and without loss of seniority will be granted to employees to attend various functions of the Union.

- 13.04 a)** An employee shall be granted four (4) regularly scheduled days for full-time employees and four (4) calendar days for part-time employees leave (intent is to include cremation, spring burial and celebration of life) without loss of salary or wages following the date of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, or grandchildren.
- b)** An employee shall be granted five (5) regular scheduled days leave (intent is to include cremation and spring burial) without loss of salary or wages following the date of death of an employee's child, spouse, parent, or sibling.
- c)** In addition to the entitlement in a) and b), an employee shall be granted upon request, up to an additional (3) days unpaid leave for the purpose of travel.
- d)** An employee shall be granted one (1) regular scheduled day leave

without loss of salary or wages following the date of death of an employee's aunt, uncle, niece, or nephew.

- e) It is understood that bereavement leave must include the day of the funeral.

13.05 Pregnancy and Parental Leave

Employees shall be granted as a minimum, pregnancy, and parental/leave in accordance with the Employment Standards Act.

13.06 Jury or Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee selected to act as a juror or who is subpoenaed to act as a

witness in any court. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment the employee receives 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.

13.07 Compassionate Care Leave

Compassionate care leave shall be granted to an employee in accordance with the provisions of the Employment Standards Act.

An employee who is on compassionate care leave shall continue to accumulate seniority.

Subject to any changes to the employee's status which would have occurred had he/she not been on compassionate care leave, the employee shall be reinstated to his/her former duties, on the same shift in the department, and at the same rate of pay.

The employee and the Employer will continue to pay their respective shares of the benefits and pension premiums.

ARTICLE 14 - JOB POSTING

- 14.01** When a vacancy occurs, the parties agree that the Employer retains the right to determine if the work is still required to be performed. The decision shall be based on the employer's operational requirements.

The Employer shall provide the Union with written notice of its intention to postpone or not to fill a vacancy within eight (8) working days of the occurrence of the vacancy.

14.02 a) Temporary Vacancies

It is agreed and understood that the temporary vacancies expected to last for over thirty (30) days shall be filled and the job posting procedure shall apply.

b) Posting of vacancies

All vacancies, including newly created vacancies that are subject to the job posting procedure shall be posted within ten (10) working days of the Employer's decision to fill the vacancy for a period of seven (7) working days, excluding Holidays.

14.03 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education skills, shift, wage and salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner. The notice of posting with regard to temporary vacancies will indicate estimated probable duration.

14.04 An employee filling a temporary vacancy shall, on termination of such vacancy, revert to the classification and grade held immediately preceding selection.

14.05 In making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications as contained in the established job description. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

When higher qualifications are required by the Employer, in order to upgrade or change the existing position(s), the Employer shall advise the Secretary and President of the Local 535 in writing of the changes.

14.06 The successful applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory performance, the employee will be confirmed in the position following the three (3) month trial period. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if the employee finds himself/herself unable to perform the duties of the new job classification, the employee shall be returned to his/her former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and wage or salary.

14.07 The Employer shall advise the Secretary and President of Local 535 of all appointments, hiring, lay offs, transfers, recalls and terminations of employment that are within the jurisdiction of Canadian Union of Public Employees, Local 535-03.

14.08 When the duties in any classification are changed or increased, or where the Union and/or an employee feels he is unfairly or incorrectly classified, or when

any position not covered by 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 an employee.

14.09 No outside applicant for any vacancy in the bargaining unit shall be considered until the applications of present Union members have been fully processed. Full-time employees shall be given consideration before part-time employees.

ARTICLE 15 - VACATIONS

15.01 a) All full-time employees covered by this Agreement will be entitled to the following vacations with pay, which shall be taken:

After one year service	Two weeks vacation with pay or 4% of total earnings, whichever is greater
After three years service	Three weeks vacation with pay or 6% of total earnings, whichever is greater
After eight years service	Four weeks vacation with pay or 8% of total earnings, whichever is greater
After fifteen years service	Five weeks vacation with pay or 10% of total earnings, whichever is greater
After twenty years service	Six weeks vacation with pay or 12% of total earnings, whichever is greater
After twenty-five years service	One additional day of vacation with pay for every year of service over 25 years to a maximum additional 5 days.

b) Part-time employees

All part-time employees covered by this Agreement will be entitled to the following vacations with pay:

After one-year service	Two weeks vacation at 4% of total earnings
After three years service	Three weeks vacation at 6% of total earnings
After eight years service	Four weeks vacation at 8% of total earnings
After fifteen years service	Five weeks vacation at 10% of total earnings
After twenty years service	Six weeks vacation at 12% of total earnings

After twenty-five years service

One additional day of vacation with pay for every year of service over 25 years to a maximum of 5 days.

15.02 When a paid holiday as defined in *Article 16* falls or is observed during an employee's vacation period, the employee shall be entitled to a day off in lieu thereof at the employee's regular rate and at a time mutually agreed to between the employee and his/her Supervisor.

15.03 Employees will be paid for all unused vacation credits upon termination of employment.

15.04 Vacation schedules shall be posted on the bulletin board and shall not be changed unless mutually agreed to by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off. Annual vacations shall be taken at a time mutually agreed upon between the employee and the Employer. Vacations shall be granted first on the basis of seniority and if two or more employees are desirous of having the same vacation period, then the seniority ranking of the employee shall govern provided however, that the employees concerned have submitted their choice of vacation to the manager by March 15th of any year. The Employer shall provide vacation request approval no later than March 31st. For vacation requests received after March 15th, employees will be notified within two (2) weeks after submitting their request.

15.05 Employees may defer a maximum of ten (10) vacation days from one year into the next year. Any such vacation deferred into the next year shall be taken at a time mutually agreed upon. The ten (10) days are inclusive of vacation, banked overtime, and standby days.

15.06 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be reinstated for use at a later date. Where an employee is sick, he/she shall provide a doctor's certificate in accordance with *Article 19.07*.

ARTICLE 16 - LIST OF HOLIDAYS

16.01 The following holidays are recognized as paid holidays:

New Year's Day	January 2	Good Friday
Easter Monday	Victoria Day	Canada Day

Civic Holiday	Labour Day	National Day of Truth and Reconciliation
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	Family Day	

and any holiday proclaimed by the Government of Canada or the Government of the Province of Ontario.

16.02 In the event that the following paid holidays fall on a day set out below, the following schedule of days off with pay shall be observed by all employees;

<u>Holidays</u>	<u>Falling On</u>	<u>Day Off with Pay</u>
New Year's Day	Saturday	Friday preceding
New Year's Day	Sunday	Monday following
Canada Day	Saturday	Monday following
Canada Day	Sunday	Monday following
Remembrance Day	Saturday	Friday preceding
Remembrance Day	Sunday	Monday following*
Christmas Day	Saturday	Friday preceding
Christmas Day	Sunday	Friday preceding
Boxing Day	Saturday	Monday following
Boxing Day	Sunday	Monday following
Boxing Day	Monday	Friday preceding

* (If during an election year, preceding Friday)

ARTICLE 17 - HOURS OF WORK

17.01 Employees working four (4) hours on Saturdays will be paid for six (6) hours.

Any eight (8) hour shift between the hours of 4:00 a.m. to 5:00 p.m. The Employer agrees, whenever possible, to post work schedules one (1) week in advance. During the eight (8) hour period of work, the employee shall be entitled to a one (1) hour unpaid lunch period.

Should the employee elect not to take a one (1) hour lunch period, he/she must notify their immediate supervisor prior to the posting of the schedule.

Notwithstanding the provisions of *Article 17.01* the Employer may schedule employees working in Commercial Bin Service to work two twelve (12) hour shifts and two eight (8) hour shifts between the hours of 4:00 a.m. and 5:00 p.m., for a total of forty (40) hours in any given work week provided the Employer maintains the current schedule.

17.02 All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift.

ARTICLE 18 - OVERTIME

18.01 All time worked beyond the normal workday, the normal workweek, or on a holiday, shall be considered as overtime.

18.02 a) Overtime rates shall apply for work as follows:

- On a regular workday - time and one half for all hours in any one day or shift.
- On a regular scheduled day off - double time for all hours in any one day or shift.
- On Saturday - double time. On Sunday - double time.
- On a holiday when the employee was not scheduled to work – double time and one half.

b) An employee may select any of the following methods of payment of overtime:

- 1) Payment as outlined in 18.02 a).
- 2) Time off in lieu of payment at the applicable rate outlined in 18.02 a).
- 3) Any combination of 1 and 2 which does not exceed the applicable rate outlined in 18.02 a).
- 4) Time off in lieu of overtime shall be taken at a time mutually agreed upon by the employee and his immediate supervisor.

18.03 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

18.04 Overtime will be divided as equally as possible among regular employees in each site as per employee classification.

Note: Equalizing is measured on a monthly basis, the roster starting with the most senior employee and going down the list. A shift refused, is a shift counted towards equalization.

18.05 Employees required by their Supervisor to work during the lunch period, shall be paid at the rate of double time their regular rate for the full period.

- 18.06** Where employees are called home or for planned work, they shall be entitled to double time for the first two (2) hours of work and same will not be applicable to work performed between the hours of 7 a.m. to 8 a.m., Monday to Friday inclusive, where said hour(s) shall be payable at the rate of time and one half.
- 18.07** When the employees relieve in a position of higher rating within the bargaining unit, he/she will receive the rate for the position he/she is relieving for the full period he is so employed. When an employee is detailed to relieve in a position outside the bargaining unit, the employee shall be entitled to an additional twenty percent (20%) over and above his/her regular rate of pay.

ARTICLE 19 - SICK PAY ALLOWANCE (applicable to Full-Time employees only)

- 19.01** Each permanent full-time employee shall be credited with one and one half (1 ½) day's sick leave for every month of regular attendance at work.
- 19.02** A newly hired full-time employee will be entitled to sick leave after the employee has completed three (3) months of employment. If retained in employment of the Employer following the aforesaid three (3) month probationary period, the employee will be credited with four and one half (4 ½) days sick leave allowance and be credited in accordance with *Article 19.01* thereafter.
- 19.03** When an employee is unable to attend work as a result of illness or injury, the employee will be entitled to receive pay from his or her accumulated sick leave bank. It is agreed and understood that no employee shall receive sick pay for an absence in excess of the employee's accumulated sick leave credits.
- 19.04** It is agreed and understood by the parties that the accumulation of sick leave credits cease once an employee as been absent from work for a period of four (4) continuous months. Exception: Maternity/Parental Leave and WSIB Leave for up to twelve (12) months.
- 19.05** A statement of accumulated sick leave credits will be issued to each employee by no later than July 1 of each year.
- 19.06** On the first of July of each year, the Employer will disburse (show as income) to the Employee, from its accumulated sick leave credits, a gross amount, which after tax will be equivalent (or close thereof) to the yearly value of the Long-Term Disability premiums. Also, the Employer will deduct the Long-Term Disability premiums for the year. It is understood that the said premiums are submitted and paid to the insurance carrier on a monthly basis, on behalf of the Employee.
- 19.07** On July 1st of each year, the Employer will calculate the cash value of fifty percent (50%) of each employee's remaining unused sick leave. The Employer will then advise each employee of the cash value of the unused sick leave and

other information as set out in the "Cash Value Worksheet" attached hereto and forming a part of this Agreement as Schedule "B".

19.08 The employee will make one of the following choices and will advise the Employer of the choice by no later than five (5) working days following the date of issuance of the "Cash Value Worksheet":

- 1) Request full or partial payment of the cash value.
- 2) Request that the money be banked for time off in lieu during the next calendar year. Such time off shall be taken at the sole discretion of the Employer. Ten (10) days maximum in the bank time or carryover at the end of the year.
- 3) Request that the cash value be banked for future use as a supplement to the Short-Term Salary Continuation benefit.

19.09 When an employee is absent from work for three (3) or more continuous workdays, the employee may be required to provide a doctor's certificate to establish his or her eligibility for sick leave. The employee may be required to provide supporting documentation for return to work after extended absences, or in situations of rehabilitation or workplace accommodation. The cost of such certificate will be paid by the Employer.

19.10 In the event of the death of an employee, the beneficiary as shown on the Group Life Insurance Record or the employee's estate shall be paid one hundred percent (100%) of the number of days accumulated sick leave standing to the employee's credit. The rate of pay shall be based on the employee's current annual salary.

ARTICLE 20 - EMPLOYEE'S BENEFITS

20.01 In addition to the Canada Pension Plan, all full-time shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.). All other classification of employees shall have the choice of enrolling in the O.M.E.R.S plan based on meeting the eligibility requirements. The employees and the Employer shall make contributions as required by O.M.E.R.S.

20.02 The Employer shall pay the full cost of the following plans, or equivalent plans:

- 1) Ontario Health Tax
- 2) Canada Life Drug Plan; or equivalent
- 3) Canada Life 7 Dental Plan – with current O.D.A. fee schedule; or equivalent
- 4) Vision Care at \$500 maximum benefit (with incremental increase of \$25

each year for term of contract), which includes the cost of eye examinations every twenty-four (24) months; \$500 maximum benefit (with incremental increase of \$25 each year for term of contract), which includes the cost of eye examinations every 18-month period for dependents to age eighteen (18) years;

- 5) Group Life Insurance - \$50,000 policy (covering each eligible employee); Accidental Death and Disability - \$50,000 policy (covering each eligible employee); \$5,000 dependent life insurance policy for all employees and their dependants.

In the case of absence for illness, the Employer contribution will be paid to the above plans to a maximum of two years from commencement of absence. Thereafter, the employee may pay the full premium through the Employer.

- 6) Dependents under the Drug, Dental and Vision plans shall include dependents up to twenty-five (25) years of age, providing dependent is enrolled in a recognized educational facility.
- 7) Short term Disability Salary Continuation - providing a benefit equal to two thirds (2/3) of the employee's base pay commencing on the fifteenth (15th) day of continuous disability and ending on the one hundred and nineteenth (119th) day of continuous disability. The Employer reserves the right to provide Short Term Disability Benefits at the current benefit levels by any other means it determines to be appropriate.

20.03 All employees shall be covered by the provisions of the Employment Insurance Act and shall make contributions in accordance with the provisions of the Act. The Employer agrees to contribute its share in accordance with the provisions of the Act.

20.04 Retirement Benefits

An employee who retires from the Corporation of the Municipality of West Nipissing between the ages of fifty-five (55) and sixty-five (65) shall continue to participate in all of the applicable group benefit plans, at the employee's expense, until the employee attains the age of sixty-five (65).

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 The Employer shall pay wages bi-weekly on Thursdays in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of his wages and deductions.

21.02 Should a holiday occur on payday; the preceding day shall be deemed

to be payday for the purpose of this Agreement.

21.03 The principle of equal pay for equal work shall apply regardless of gender.

21.04 The Employer will provide a meal allowance amounting to fifteen (\$15) dollars under the following conditions:

- 1) When the employee is required to work for a continuous period of three (3) hours or more immediately following his normal quitting time.
- 2) When the employee is required to work for a continuous period of three (3) hours or more immediately preceding the employee's normal starting time.
- 3) When the employee is called upon to perform non-scheduled overtime work immediately prior to the employee's normal starting time on a regular workday and the employee is therefore unable to eat at home before reporting for work.

21.05 A shift premium of \$1.50 per hour will be paid for all employees working between midnight (12:00 a.m.) and 7:00 a.m.

21.06 Employees on call who are required to carry the cell phone shall receive a daily premium of \$4.00.

ARTICLE 22 - CLOTHING ALLOWANCE

22.01 The Employer agrees to include the following items of apparel:

- 1 safety rain suit each three years – provided by April 1st of each eligible year. Should the rain suit be damaged while on duty, the rain suit shall be replaced at the discretion of the Solid Waste Manager or his designate as soon as possible.
- 1 pair of safety winter boots each three years – provided October 1st of each eligible year. Should the boots be damaged while on duty, the boots shall be replaced at the discretion of the Solid Waste Manager or his designate as soon as possible.
- At the employee's option, 1 reflective winter jacket or 1 pair of winter insulated bibs provided October 1st of each eligible year.
- 2 toques each year provided by October 1st provided every three (3) years, if requested by the employee.
- 2 pairs of summer safety bibs provided April 1st of each year.

- 1 pair of regular safety boots – provided April 1st of each year.
- 3 safety t-shirts – provided by April 1st of each year.
- 2 high visibility sweaters provided by October 1st every second year.
- Safety glasses and safety gloves as required.

ARTICLE 23 - FIRST AID KITS

23.01 First aid kits will be supplied by the Employer in accordance with the Worker's Compensation Board rules and kept in places easily accessible to all employees.

23.02 A member of the Union in conjunction with the superintendent will check first aid kits monthly.

23.03 Any use of the first aid kits must be reported to the immediate supervisor and accidents must be reported immediately, no matter how small.

ARTICLE 24 - SAFETY AND HEALTH

24.01 The Union and the Employer shall cooperate in continuing and perfecting regulations, which will afford adequate protection to employees engaged in hazardous work.

24.02 A Health & Safety Committee shall be established and composed of two (2) representatives appointed by the Employer and two (2) representatives of the Union. This Committee shall periodically meet to review Health & Safety matters that may arise.

24.03 All employees are required to wear protective apparel, which the Employer will supply, where determined necessary by Supervisory staff and any applicable legislation (i.e., safety glasses, safety boots, etc.).

24.04 Employees failing to follow safety rules and regulations may be subject to disciplinary action.

24.05 The Employer shall arrange to have safety meetings for employees on a quarterly basis. The meetings shall be held during working hours.

24.06 The Employer agrees to supply the Gate Attendant at the Field Landfill Site with a cell phone.

ARTICLE 25 - PAY AND TRANSPORTATION FOR INJURED EMPLOYEES

25.01 An employee who is injured during working hours and is required to leave for

treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at the employee's regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

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

ARTICLE 26- GENERAL

26.01 All rights, benefits, privileges and working conditions which employees now enjoy, receive, or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

26.02 Training, Licenses and Testing

- a)** The Employer shall pay the cost of an academic or technical course related to the employee's job only if approval is received prior to enrolment and the employee completes the course. If the request is denied, reasons shall be given in writing to the employee.
- b)** The Employer shall, wherever practicable, provide in-house training for employees or training opportunities for employees to improve their chances for advancement, in accordance with the Municipality's Training Policy.
- c)** The Employer will allow an employee to complete mandatory driver's tests/exams during regular working hours and without loss in pay. The Employer will reimburse the employee the costs associated with maintaining the DZ license including testing and mandatory medical examinations.
- d)** It is agreed and understood that the Employer will reimburse full-time employees engaged in trade work for the cost of renewing their trade licenses that are required by legislation or regulation upon receipt of proof of payment. The Employer agrees to pay a premium of \$2.25 per hour to employees who are qualified to perform the work of a recognized trade that is required in the performance of their duties. The requirements of such a trade shall be determined by the Employer.

26.03 Complex Membership

Employer to pay fifty percent (50%) of fees for employees only.

26.04 In recognition of the principle that the long service employee is of increased value to the Employer through the employee's acquired knowledge and

experience, the Employer agrees to long service pay in accordance with the following table:

After 5 years of service	\$90.00
After 10 years of service	\$160.00
After 15 years of service	\$230.00
After 20 years of service	\$300.00
After 25 years of service	\$370.00

The Long Service Pay shall be due on November 30 of each year. On severance or retirement, an employee shall be entitled to Long Service Pay calculated on a pro-rate basis from December 1 to the date of departure. In case of death, Long Service Pay shall be paid to the employee's beneficiary.

ARTICLE 27 - TERM OF AGREEMENT


27.01 This Agreement shall be binding and remain in effect from September 1, 2023 to December 31, 2026, and shall continue from year to year thereafter, unless either party gives to the other party notice in writing during the period of ninety (90) days prior to the 31st day of December in any year that it desires its termination or amendment.

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


27.03 If notice that amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within twenty (20) days of the giving of such notice, if requested to do so.

Signed electronically this _____ day of _____ 2024.


FOR THE UNION




PETER J GIETZ (Jan 19, 2024 16:27 EST)




Steve Fortin (Jan 19, 2024 17:03 EST)




Daniel Jachapelle (Jan 26, 2024 18:33 EST)



THE EMPLOYER



Alisa Craddock (Jan 23, 2024 10:34 EST)



Jason Sullivan (Jan 22, 2024 10:17 EST)

SCHEDULE A - WAGES AND CLASSIFICATIONS

Job Classification	January 1, 2024 2.75%	January 1, 2025 To follow CUPE Local 535-01	January 1, 2026 To follow CUPE Local 535-01
Gate Attendant/Labourer	29.33		
Truck/Loader/Garbage	31.30		
Lead Hand/Sub-Foreman	36.57		

For the term of this collective agreement, the parties agree that the wage classifications in CUPE Local 535-03 shall maintain parity with the equivalent wage classifications in CUPE Local 535-01. Retroactivity will apply to rates.

All employees active at the time of ratification will receive a one-time payment of \$125.00, payable within 3 weeks of the date of ratification.

LETTER OF UNDERSTANDING #1

Between:

WEST NIPISSING ENVIRONMENTAL SERVICES
(hereinafter referred to as "the EMPLOYER")
of the first part

And:

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 535-03
(hereinafter referred to as "the UNION")
of the second part


The Employer agrees to inform the Union in writing of any change of Insurance carrier and to supply the union with a copy of the benefit booklet.

Dated at Sturgeon Falls, Ontario this _____ day of _____, 2024.


FOR THE UNION



PETER J GIETZ (Jan 19, 2024 16:27 EST)




Steve Fortin (Jan 19, 2024 17:03 EST)



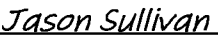
Daniel LaChapelle (Jan 19, 2024 18:33 EST)



THE EMPLOYER



Alisa Craddock (Jan 23, 2024 10:34 EST)



Jason Sullivan (Jan 22, 2024 10:17 EST)

LETTER OF UNDERSTANDING #2


Christmas Scheduling:

Parties agree that for December 24th and December 31st of each year of the collective agreement, the employer will amend the hours to work as follows for the gate attendant position;


The hours of work will be on those two days from 07:00 a.m. to 15:00 p.m.

Dated at Sturgeon Falls, Ontario this _____ day of _____, 2024.


FOR THE UNION



PETER J GIETZ (Jan 19, 2024 16:27 EST)



Steve Fortin (Jan 19, 2024 17:03 EST)




Daniel LaChapelle (Jan 19, 2024 18:33 EST)




[unclear]

THE EMPLOYER



Alisa Craddock (Jan 23, 2024 10:34 EST)



Jason Sullivan (Jan 22, 2024 10:17 EST)

SCHEDULE "B"

CASH VALUE WORKSHEET AS PER SICK LEAVE POLICY

Employee #:	Employee's choice of options:
Employee Name:	
As of November 30th.....	Hourly rate:
	Daily rate:
Cash Banked bal. forward:	Option "A" Amount:
	Option "B" Amount:
Short term requirement: <i>(see calculation method below)</i>	Option "C" Days of=#:
Current Earned Days:	Employee's signature: _____
Less Days Used:	Date:
Net Days Credited:	Holidays
Less Long-Term Cost:	
<u>Net Current Cash Available:</u>	Days earned:
Converted cash value at 50%:	Days Taken:
<u>Converted Time-Day value at 50%:</u>	Balance:
<i>This section to be completed after employee made choices</i>	
Adjustments:	Options "A":
	Options "B":
	Options "C":
Cash closing balance:	
<u>Note:</u> First 14 calendar days – employee's responsibility from banked. Between 15 th and 120 th day, employer 2/3, employee 1/3. 119 less(-) 14 equals (=)105 days div.(÷) 7=15 wks. X 5 = 75 workdays (12 days – Sept. 2007/15 days- Sept. 2008/18 days – Sept. 2009)	Employee can choose any combination of options: Option "A" request payment -cash value Option "B" cash value banked – future use Option "C" time value banked for next year vacation