



COLLECTIVE AGREEMENT

Between

THE CORPORATION OF THE TOWN OF ESPANOLA

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 534

FOR THE YEARS

January 1st, 2024

to

December 31st, 2026

Dated this 05 day of February, 2024
At the Town of Espanola

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ARTICLE 1 - PURPOSE

- 1.1** The purpose of this agreement is to establish mutually satisfactory relations between the Corporation and its employees, to provide machineries for the prompt and equitable dispositions of grievances and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.2** It is agreed by the parties hereto that every covenant, provision and agreement shall ensure to the benefit of and be binding upon the parties hereto and their assigns, and that all binding upon the parties hereto and their assigns, and that all covenants herein shall be construed as being joint and several and that when the context so requires or permits, the singular number shall read as if the plural were expressed and the masculine gender as if the feminine or neuter, as the case may be, were expressed.
- 1.3** Nothing in this Agreement shall be construed as imposing any personal liability upon an individual, who, from time to time, is a member of the Negotiating Committee of the Corporation or as a member of the Negotiating Committee of the Union.

ARTICLE 2 – SCOPE

- 2.1** This Agreement shall apply to all employees of the Corporation of the Town of Espanola, as defined in the Certificate of Certification issued by the Ontario Labour Relations Board, dated at Toronto on the 1st day of December 1960.
- 2.2** This being all employees of the Public Works Department of the Corporation of the Town of Espanola, save and except Managers, persons above the rank of Manager, Office Staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation periods.
- 2.3.1** Probationary Employee - is an employee who is serving a maximum probationary period of six (6) consecutive months of work with the Corporation prior to being considered as a Permanent employee. Employees who are absent during their probationary period may have the number of days on which they were absent added to their probationary period. Employees may be terminated during the probationary period by the Corporation without recourse to the grievance procedure in respect to termination unless the termination is claimed to be a discrimination for Union activity, in which case, the employee may present a written grievance at Stage Two. Upon completion of the probationary period, the employee's seniority date shall be from their most recent hiring date with the Corporation.

2.3.2 Permanent Employee - is an employee who has successfully completed the maximum probationary period of six (6) months in the service of the Corporation.

2.3.3 Seasonal Full-time Employee - is an employee who is hired on a seasonal full-time basis performing work as may be required including equipment operation as seniority permits. Seasonal employees shall be entitled to all rights under the Collective Agreement with the exception of the following:

Article 11: Lay-off & rehiring provisions are limited to within the Seasonal Classification provided that the employee has 12 months of cumulative service with the Corporation

Article 11: Seniority within their Classification

Article 16: Annual Vacation - Instead they shall receive ESA entitlements

Article 20: Benefits for Seasonal will be limited to Extended Health Care & Dental Coverage

Article 21: Credited Sick Time - 6 days per year pro rated on a minimum of 10 month per calendar year service.

Should a Seasonal Full-Time employee be on layoff beyond 1 month they will be responsible to reimburse the Corporation for benefits paid on their behalf.

Should a Full-Time position open within the bargaining unit and all prerequisites be met, the employees past experience with the Corporation will be taken into account during the selection.

It is understood that in order to be eligible for benefits set out above an employee must complete a probationary period of 12 months' cumulative service with the Corporation from their original hiring date as a Seasonal Full-Time Employee.

It is further understood that at no time will the number of Seasonal Full Time Employees exceed 15% of the permanent work force.

2.3.4 Temporary Employee - Temporary employees may be hired for specific term not to exceed 9 months to replace employees who are on approved leave of absences, illness, or accidents, who have been off work for or are expected to be off work for a minimum of 15 continuous working days or to perform a special non-recurring task.

The term may be extended upon mutual agreement in writing of the Union, the Employee and the Corporation.

However, the period of employment of such persons will not exceed the end of the current pay period in which the absentee returns.

Temporary employees shall be entitled to all the rights and benefits under the Collective Bargaining Agreement except Articles 11, 12, 16, 20, 21, 24.2 and 27.2

Temporary employees may be released by the Corporation at any time during the temporary period and the release or discharge of such employees shall not be subject to the grievance and arbitration proceedings.

Temporary employees will be eligible for the following benefits upon completion of 9 months of continuous service. The benefits shall be pro-rated where applicable for the balance of the calendar year:

- Credited Sick Time - 6 days per year.
- Boot allowance in accordance with Article 24.2
- Article 21.8.

2.3.4.1 Temporary employees who are hired by the Corporation on a permanent basis shall serve a probationary period, however, on the completion of the probationary period, their seniority date shall commence from their most recent date hired as a temporary employee. Employees who are hired permanently in the same classification as they were employed while working as temporary employees shall have such time worked applied to their probationary period.

2.3.4.2 The Corporation will outline to persons selected to fill such temporary vacancies and the union the circumstances giving rise to the vacancy and the special conditions relating to such employment.

2.3.5 Government Grant Employees - Shall be utilized by the Corporation from time to time. Government grant employees are excluded from the terms of the collective agreement. Government grant employees shall not be utilized in a manner which directly causes the lay off of full-time employees in the bargaining unit or causes the reduction of regular hours nor shall they be utilized to fill permanent vacancies in the bargaining unit.

ARTICLE 3 - UNION RECOGNITION

3.1 The Corporation hereby recognizes the Union as the sole collective bargaining agent for all employees covered by Article 2 - Scope, in respect to hours of work, wages and all other conditions pertaining to this Agreement.

3.2 The Corporation shall not recognize or bargain separately with any individual or group of employees for any purpose pertaining to this Agreement, but shall recognize the proper committees and representatives in matters relevant.

ARTICLE 4 - NO DISCRIMINATION

- 4.1** There shall be no discrimination practiced either by the Corporation or the Union because of an employee's race, religion, colour or place of origin, sex, marital status, age or political affiliation or in accordance with the Ontario Human Rights Code. It is further agreed and clearly understood that there shall be no discrimination exercised or practiced on the part of the Corporation or its representatives against any employee for their participation, either past, present, or future in the formation or administration of this Union.
- 4.2** Neither the Union nor any of its officers or representatives or any employee will engage in any Union activity during normal working hours or on the Corporation's premises at any time, except with express written permission of the Corporation or except as specifically provided elsewhere in this Agreement.

ARTICLE 5 - RESPONSIBILITY OF EMPLOYEES

- 5.1** It is recognized that the Corporation is responsible for the safety, health, comfort and general welfare of the citizens; therefore, the employees recognize they must be prepared at all times to assist in carrying out the services of the Corporation.
- 5.2** This responsibility to the citizens is the responsibility of the Corporation and requires that any dispute arising over the interpretation of the terms of this Agreement be adjusted and settled in an orderly manner without interruption to the said services to the citizens, therefore, the employees agree that if any differences with the Corporation occur during the time period of this Agreement, the same will be dealt with under the grievance procedure hereinafter set forth.
- 5.3** It shall be the duty of an employee or a laid off person to notify the Corporation's office promptly, in writing, of any change of address or telephone number. If an employee or a laid off person should fail to do this, the Corporation will not be responsible for the failure of a notice to reach them and any notice sent by the Corporation by registered mail or a telegram to the address which appears on the Corporation's personnel records, shall be conclusively deemed to have been received by the employee or laid off person.
- 5.4** When required by the employer, all employees will submit to a Medical Examination by a qualified Medical Practitioner in the Town of Espanola and mutually agreed upon by both parties. It being understood that the expense of such examination shall be borne by the Corporation. The Medical Practitioners report pursuant to the Medical Examination shall be made available to the Corporation with a copy to the Employee.

ARTICLE 6 - CORPORATION RIGHTS

6.1 The Union agrees that the Corporation has the right to manage all departments, direct the working force or forces, hire, discharge, promote, demote, transfer, lay off and to suspend, discipline or discharge employees for just cause.

6.2 Without limiting the generality of the foregoing, the Corporation has the right:

- (a) to maintain standards, order, discipline and efficiency; to make and alter and enforce from time-to-time reasonable rules and regulations, policies and practices to be observed by its employees;
- (b) to select and hire new employees, train; assign; direct; schedule; promote; demote; classify; transfer; lay-off; recall;
- (c) to operate and manage in accordance with the Corporation's commitments, obligations, and responsibilities including the right to expand or curtail operations, schedule operations and work, set quality and quantity standards, determine job content, establish job assignments, and determine the qualifications required of an employee to perform any particular job;
- (d) to determine the methods and techniques of work including but not limited to the right to introduce new or improved operational procedures, the schedules of work, when overtime shall be worked;
- (e) to demote, discipline, suspend and discharge employees for just cause.

The Corporation will furnish the Union with a copy of its Discipline Policy and any changes in such Discipline Policy. Upon request of the Union, within one week of being furnished with the Discipline Policy or changes, the Corporation shall meet with the Union to discuss and explain the Policy and the reasonableness of such rules and regulations. The Union shall have the right to file a policy grievance in respect hereof pursuant to the provisions of Article 8.3 of this Agreement.

6.3 It is further agreed that all matters concerning the operation of the Corporation's Business and Commerce shall be reserved to management and be its exclusive responsibility.

6.4 The Corporation agrees that these functions shall be executed in accordance with all conditions and provisions of this Agreement and further, that they may be exercised in a manner consistent with the general purpose and intent of the Agreement and subject to an employee's right to lodge a grievance as set forth herein.

6.5 Employees in the bargaining unit shall not be laid off or lose their employment or suffer a reduction in their regular hours of work as a result of persons outside the bargaining unit performing work normally done by bargaining unit employees.

Despite the foregoing, managers, supervisors, and non-bargaining unit employees shall be permitted to perform work normally done by employees in the bargaining unit in emergency situations, and to address safety issues, where no qualified bargaining unit members are immediately available to complete required tasks.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.1** In view of the orderly procedure established herein for the disposition of employees' complaints and grievances, the Corporation agrees that it will not cause or direct any lockouts of its employees for the duration of this Agreement.
- 7.2** The Union agrees that there will be no strikes or collective action which will stop or interfere with the functioning of the Corporation's services for the duration of this Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.1** For 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 the agreement including any question as to whether a matter is arbitrable.

Prior to the commencement of formal grievance procedures an employee, who may be accompanied by a Steward at their request, shall attempt a verbal resolution to the alleged infraction with their Management. Failing settlement at this stage the formal grievance process may commence as set out below.

Grievances shall be dealt with in the following manner provided such grievances are in writing and filed within fifteen (15) working days of the discovery of the alleged grievance. Replies to grievances shall be in writing at all steps.

8.2 Step 1

The employee who may be accompanied by a Steward at their request shall first submit the grievance in writing and take the matter up with management. Department Management will reply within two (2) working days. Failing settlement at this stage within five (5) working days then Step 2 may be invoked.

8.3 Step 2

The grievance shall be submitted to the Grievance Committee, which shall consist of two (2) representatives of the bargaining unit and two (2) representatives of Management, shall take the matter up with the Chief Administrator. Representatives of the Corporation shall meet with a grievance committee within fifteen (15) working days to discuss the merits of the grievance. The Chief Administrator shall provide a

response in writing to the Union within fifteen (15) working days of such meeting. Failing settlement at this stage, the grievance may be submitted to arbitration within fifteen (15) working days of the answer at Step 2.

8.4 In order to provide an orderly and speedy procedure for the settling of grievances, the Corporation acknowledges the right of the Union to appoint or elect Stewards whose duties shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure.

8.5 A complaint or grievance arising directly between the Corporation and the Union, which is not properly lodged by an employee, concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within fifteen (15) working days following the circumstances giving rise to the complaint or grievance. In the case of a Corporation grievance, the matter should be submitted in writing to the local Union President.

The Parties shall meet within fifteen (15) working days to discuss the merits of the grievance. The response shall be in writing within fifteen (15) working days of such meeting. Failing settlement at this stage, the grievance may be submitted to Arbitration within fifteen (15) working days of the answer at Step 2.

8.6 When a grievance which affects an employee's rate of pay is settled in their favour, it shall be made retroactive to the time the grievance occurred.

8.7 In case of discharge, suspension and discipline, the burden of proof of just cause shall rest with the Corporation; in all other cases, the burden of proof shall rest with the Union.

8.8 Should it be found that an employee has been unjustly disciplined, suspended or discharged, such employee shall be immediately reinstated in the employee's former position without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discipline, suspension or Discharge, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

For clarity, this does not preclude a Board of Arbitration from determining that if an employee is unjustly discharged that the employee shall not be reinstated, and to determine an arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

8.9 One (1) year after the date of infraction, which may involve a letter of reprimand or suspension, except the infraction which indicates that a reoccurrence of a similar and/or related infraction may result in the termination of employment, the warning so given shall not be considered in subsequent disciplinary action and will be

removed from the employee's employment record, provided that there has been no reoccurrence of a similar and/or related infraction.

- 8.10** An employee, who may be accompanied by the employee's steward, has the right of access to review their personal file, provided the employee has made a written request to the Department Head two (2) working days in advance. Access shall be at a mutually agreeable time. It is understood that nothing shall be removed from the file without the consent of the Corporation.
- 8.11** For grievance proceedings, "days" and "working days" shall be Monday to Friday inclusive, excluding Saturdays and Sundays and Statutory Holidays identified in article 15.1 of this Collective Agreement.
- 8.12** The time limits set out in this article may only be extended by mutual agreement between the Parties and such agreement shall be confirmed in writing.

ARTICLE 9 - ARBITRATION

- 9.1** If any differences of opinion relating to the interpretation, application or alleged violation of this Agreement cannot be settled after exhausting the grievance procedure, they shall be settled by arbitration as defined in the Labour Relations Act, R.S.O. currently in force.
- 9.2** Each of the parties hereto shall bear the expenses of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party and any cost of the place of hearing of such arbitration, if and when the necessity arises.
- 9.3** Upon mutual agreement, either party may submit a grievance to a single Arbitrator who shall have the same powers as a Board of Arbitration.

ARTICLE 10 - UNION SECURITY

- 10.1** It is agreed and understood by the parties hereto that there shall be a compulsory dues check-off upon all employees who come within the unit to which this Agreement applies and it shall continue during the period of this contract.
- 10.2** The Corporation agrees to deduct dues from the earnings of each employee in the amounts certified by the Union, to be currently in effect, according to its Constitution and Bylaws.
- 10.3** The Corporation agrees to pay the amount of dues so deducted to the Treasurer of the Union no later than the last day of the month in which dues were deducted. In the case of initiation fees, the proper Officer of the Corporation shall act on the written instruction of the Treasurer of the Union.

- 10.4** The Treasurer of the Corporation, when remitting the dues or initiation fees deducted to the designated Officer of the Union, shall include a statement clearly setting forth the names of the employees from whom the dues or initiation fees were deducted, also showing any additions or deletions in staff.
- 10.5** No contract, other than this Collective Agreement, written or oral, shall be entered into between the Corporation or any of its designated representatives, and employees covered by this Agreement on matters relative to hours of work, wages and working conditions, promotions, demotions or any other conditions affecting the welfare of the employees in general.
- 10.6** The Union agrees to defend and hold the Corporation completely harmless against all claims, demands and expenses should any Bargaining Unit employee, at any time, contend or claim that the Corporation has acted wrongfully or illegally in making such dues deductions.
- 10.7** At a mutually agreed time recognized representatives of the Union shall be granted necessary time with pay during working hours for the purpose of meeting with management personnel of the Corporation for the purpose of investigation, consideration and adjustment of grievances or any other business pertaining to the Collective Agreement.
- 10.8** For the purpose of negotiations, the employer will pay all wages for employees elected to the negotiation committee. The Union will reimburse the Employer for all employees over two (2) sitting on the committee. The Union will advise the Employer in advance of the numbers and names of those employees who will be attending negotiations.

ARTICLE 11 – SENIORITY

- 11.1** All things being equal and the ability to meet the normal requirements of the position being considered, seniority shall be the basis for promotions. All things being equal and the ability to meet the normal requirements of the position being considered seniority shall be the basis for lay-off and rehiring. In the event the Corporation is unable to fill a vacancy from within the bargaining unit, it shall be permissible to hire an employee from the outside the bargaining unit.
- 11.2** A layoff shall be defined as a reduction in the workforce, or a reduction in the regular hours of work of an employee.
- 11.3** Should circumstances require a reduction of permanent employees, employees shall be laid off in the following order:
1. Students
 2. Temporary Employees (non-students)
 3. Seasonal Full-time employees-starting with those with the least seniority

4. Probationary Employees
5. Permanent Employees - starting with those with the least seniority.

11.4 When a permanent employee is laid off under this section and jobs have re-opened with the Corporation, the permanent employees shall be recalled in accordance with their seniority provided they are qualified and capable of performing the job available with no or only minimal retraining not to exceed three (3) months.

11.5 When employees are to be recalled by the Corporation, they shall be notified by registered mail to their last place of residence known to the Corporation, and if they fail to report within fifteen (15) days after the mailing of such notice, the Corporation shall be under no obligation to re-employ them.

11.6 No new employees shall be hired until those permanent employees on recall have had an opportunity to fill any existing vacancies subject to the permanent employees having the necessary qualifications as outlined in the job description.

11.7 A seniority list of all employees covered by this Agreement shall be posted in January and June each year. This list will show names, positions and dates of last entry into the service in positions covered by this Agreement. Copies of the seniority list will be posted on all bulletin boards and one copy will be supplied to the Union.

11.8 Protests in regard to seniority standing must be submitted in writing to the Clerk within thirty (30) days from the date the seniority list is posted. When proof of error is presented by the employee or their representative, such error will be corrected and when so corrected, the agreed upon seniority date shall be final. No change in the seniority status of an employee shall be made unless concurred with the Union.

ARTICLE 12 - LOSS OF SENIORITY

12.1 An employee shall lose all seniority rights and shall be deemed to have quit the employ of the Corporation if:

1. they voluntarily resign;
2. they are discharged for just cause;
3. they fail to report to work within fifteen (15) days after a notice of return to work has been sent by registered mail or telegram to their last known address with the Corporation;
4. they are on lay-off extending for a period of more than twelve (12) consecutive months;
5. they absent themselves from work for seven (7) or more working days without legitimate reason. This article shall not be interpreted as permitting unauthorized absences of any duration;
6. they utilize a Leave of Absences of longer than a seven (7) days period for purposes other than those for which the Leave was granted;
7. they falsely claim to be absent due to illness or accident.

8. The parties agree that should an employee's sick leave or disability leave exceed 24 months the parties will meet to determine the employee's ability to return to work with accommodations. If it is determined that return to work is unlikely or improbable and no accommodation is reasonable within the employer's duty to accommodate, then the employee will be deemed terminated in accordance with the Employer Standards Act, providing such termination does not violate the Human Rights Code.

ARTICLE 13 - JOB POSTING

- 13.1** All vacant, newly created and temporary classifications which have an expected duration of thirty (30) calendar days or more, and which are covered by the scope of this agreement which the Corporation requires to be filled, shall be posted in the Public Works Department only, in a conspicuous place, where all employees may have an opportunity to observe same, for a maximum of five (5) working days, during which time, the permanent employees will have an opportunity to apply for such positions before Seasonal Full Time, temporary or non-employees are considered.
- 13.2** The posting period shall begin within five (5) working days of the date the vacancy occurs and the notice will be reposted after the selection period of seven (7) working days following the removal of the notice of posting, for a five (5) working day period naming the successful applicant, if any. Upon request, employees who apply and are unsuccessful, shall be given written reasons for the rejection.
- 13.3** A temporary classification shall mean a classification which is for a limited duration not to exceed twelve (12) months or such longer period as may be mutually agreed upon between the Corporation and the Union.
- 13.4** The notice of posting with regards to the temporary classification will indicate the estimated probable duration.
- 13.5** An employee filling a temporary classification shall, on termination of such classification, revert to the classification and grade held immediately preceding the selection. Employees who receive a temporary posting which pays a higher rate of pay shall receive the higher rate of pay for a total duration of posting.
- 13.6** Seniority and the ability to meet the normal requirements of the job shall be the basis of awarding the job to an employee who applies for a job posting or requests a transfer to a classification which receives a lower wage; the employee shall sign off from the higher classification however shall have the right to bid on any future job postings.
- 13.7** The employer need not post subsequent vacancies in the labour classification.

13.8 The rate of pay for additional positions established shall be in conformity with the rate of pay for positions of similar kind and class. When changes in the basic rate of pay are proposed, the work of the job classification will be reviewed and compared with the duties of comparable positions by the proper officers of the Corporation and the Union, with the intent of reaching an agreement on revised rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same. In the event that the parties cannot reach an agreement, the matter may be referred to an arbitrator or arbitration board.

13.9 The successful applicant shall be placed on trial for a period of five (5) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of up to five (5) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds them self-unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and at their former wage or salary.

Notwithstanding the above, it is understood that the trial period may be extended for an additional period of up to five (5) months by mutual agreement of the Employer, the Union and the employee.

ARTICLE 14 - LEAVE OF ABSENCE

14.1 Employees elected or appointed as salary representatives of a Union shall be granted leave of absence without pay or benefits while so engaged, provided written request is made by the Union.

14.2 Duly appointed delegates shall be granted a leave of absence without pay and without loss of seniority to attend conventions and/or seminars of the Union. It is understood that there shall only be a maximum of two (2) employees at any one time on such leave and in order to qualify for such leave of absence, the Union shall provide two (2) weeks' notice in writing to the Corporation. Delegates shall not be chosen from the same classification. Delegates who receive a leave of absence shall cease to receive any benefit coverage if the leave of absence lasts longer than thirty (30) days, and the benefit coverage will resume only after their return to full time employment with the Corporation.

14.3 Employees at the discretion of the Corporation, may be granted a personal leave of absence without pay. Leaves of absence in excess of thirty (30) days shall be without benefits.

14.4 The name of an employee on authorized leave of absence shall be continued on the seniority list but shall not accumulate seniority while on such leave of absence.

- 14.5** In the event an employee is accused of a criminal offence which requires a court appearance, they will be given an automatic leave of absence without loss of seniority but without pay. In the event the accused employee is jailed and awaiting a court appearance, they shall be given an automatic leave of absence without loss of seniority but without pay. In the event the accused employee is found guilty and sentenced, they may receive a leave of absence without seniority and without pay or benefits to cover the period of the sentence, at the discretion of the Corporation.
- 14.6** An employee absent for a continuous illness or a disability as defined under the Ontario Human Rights Code, will continue to accrue seniority for the duration of the illness or disability.
- 14.7** During any leave of absence with the exception of leaves under Article 14.6, or lay-off greater than seven (7) calendar days, there shall be no accumulation of vacation credits, or seniority for any employee.
- 14.8** Bereavement - Employees will be allowed three (3) working days leave of absence with pay to attend deaths in their immediate family. Family shall mean: father, mother, sister, brother, wife, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, stepmother, stepfather, step brothers, step sisters and step grandparents. Employees shall receive an additional two (2) days' leave of absence with pay to attend deaths of their wife, husband, son, daughter, mother or father.

Bereavement days under this provision are inclusive of employees' entitlement to bereavement leave under the Employment Standards Act, 2000.

14.8.1 Compassionate Leave - At the discretion of management an employee may be granted up to two (2) days leave to attend a funeral of those not listed in Article 14.8. An Employee may choose to use Vacation credits, Banked Overtime, Credited Sick Time, or Leave of Absence to cover such Compassionate Leave

- 14.9** The Corporation shall grant leave of absence without loss of seniority to an employee who serves as a juror, prospective juror or crown witness. The Corporation shall pay such an employee the difference between their normal earnings and the payment they receive for jury or crown witness service, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

ARTICLE 15 - STATUTORY HOLIDAYS

- 15.1** The following statutory holidays with pay shall be granted to all employees covered by this Agreement paid on the basis of eight (8) hours of the employee's regular rate of pay if not worked. This will also include employees who are on Credited or Uncredited Sick Time.

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

The last four (4) hours on the employee's last regular scheduled day or shift prior to New Year's Day. The last four (4) hours on the employee's last regular scheduled day or shift prior to Christmas Day.

Statutory holidays shall not be paid during absence on Workers' Compensation, Long or Short-Term Insurance absences.

When a statutory holiday falls during illness and Credited Sick Time credits apply, the employee shall receive Statutory Holiday Pay instead of Credited Sick Time Pay.

15.2 In addition to the above-named statutory holidays, any other holidays proclaimed by the Lieutenant-Governor, Governor-General or the Mayor shall be subject to the provisions of this Article.

15.3 In the event of any of the above-mentioned statutory holidays falling on a Saturday or Sunday, the day substituted by the employees department shall be observed.

15.4 Employees called out to work on any of the statutory holidays provided for in this Article shall be paid their regular day's pay plus time and one-half (1-1/2) their regular rate per hour for all hours worked with a guaranteed minimum of four (4) hours pay for two (2) hours work or less.

Despite the above, employees called out to work on Christmas Day, Boxing Day or New Years' Day shall be paid their regular day's pay plus double (two times) their regular rate per hour for all hours worked with a guaranteed minimum of four (4) hours pay for two (2) hours work or less.

15.5 Employees, to qualify to be paid for a statutory or proclaimed holiday, must work their regular shift before and after such holiday unless said employees be on Vacation, Credited or Uncredited Sick Time or on a regular scheduled day off.

ARTICLE 16 - ANNUAL VACATIONS

16.1 All employees in their first year of continuous employment with the Corporation following January 1 shall be entitled to three (3) weeks' annual vacation with pay.

16.2 All employees in their seventh (7th) year of continuous service with the Corporation following January 1 shall be entitled to four (4) weeks' vacation with pay.

- 16.3** All employees in their twelfth (12th) year of continuous service with the Corporation following January 1 shall be entitled to five (5) weeks' vacation with pay.
- 16.4** All employees in their fifteenth (15th) year of continuous service with the Corporation shall receive an additional day of vacation for each year of service completed over fifteen (15) years.
- 16.5** Should any of the holidays provided for in Article 15 - Statutory Holidays fall during an employee's vacation period, then said employee shall be entitled to an extra day's vacation for each holiday.
- 16.6** Employees, upon termination, with less than one (1) year's service with the Corporation, shall be entitled to four percent (4%) of their earnings in accordance with the Employment Standards Act.
- 16.7** Employees shall request their vacations and the vacation schedule shall be completed by May 1st of any year. Seniority shall be the basis for vacation approval during this period.

Employees requesting vacation will make their requests at least 2 days in advance of required time off. Vacation requests made after May 1st will be awarded on a first come first served basis. The Corporation requires that it be given 2 days notice of vacation cancellation.

From January 1st to May 1st, vacation requests shall be dealt with on a first come first served basis. In the event requests for this time frame are received on the same day from more than one employee for the same vacation period, they shall be dealt with in order of seniority. For this time frame only, requests may be received after November 1st but before December 1st of the preceding year.

- 16.8** All vacation credits shall be used by December 31st. Should an employee wish to carry over a maximum of 10 days vacation, they shall make the request to management by Dec 1st.
- 16.9** Three (3) floating holidays with pay per year shall be granted to all permanent employees covered by this Agreement, paid on the basis of eight (8) hours at the employee's regular rate of pay. Three floating holidays shall be taken at a time mutually agreed upon between the employee and management. Permanent employees who complete their probationary period prior to July 1st shall be given three (3) float days for the remainder of the calendar year. Permanent employees who complete their probationary period after July 1st shall be given one and one half (1.5) float day for the remainder of the calendar year.

ARTICLE 17 - HOURS OF WORK

17.1 The normal hours of work for all employees covered by this Agreement shall be forty (40) hours per week.

17.2 Day shift 7:30 a.m. to 4:00 p.m. with a half hour unpaid meal break normally scheduled between 12:00 p.m. and 12:30 p.m. The meal break may be adjusted based on operational demands providing the meal break is taken between 11:00 a.m. and 1:00 p.m.

When shift work is required the following shift shall be considered regular hours of work:

Afternoon shift: 3:30 p.m. to 11:30 p.m. with a half hour paid meal break during which time the employee must remain at work.

Night shift: 12:00 a.m. to 8:00 a.m. with a half hour paid meal break during which time the employee must remain at work.

17.3 When shift work is required three working days notice shall be given prior to the implementation of the shift change.

17.3.1 Where all parties involved are in agreement, the required notice of shift change in Article 17.3 shall be waived.

17.4 Modified shifts, weekend shifts or amendments to the hours of work set out above, may be set up to accommodate specific tasks as mutually agreed between the corporation and the union.

17.5 Employees shall receive a shift premium as set out in Schedule A above the standard rate of pay for the work being performed for all scheduled shifts as set out in 17.2:

Afternoon shift - 3:30 p.m. to 11:30 p.m. as per Schedule A

Night Shift - 12:00 a.m. to 8:00 p.m. as per Schedule A

A weekend premium as per Schedule A will be paid in addition to any shift premium for all regular scheduled hours of work between 12:00 a.m. Saturday and 8:00 a.m. Monday.

Where a modified shift is in effect the employee shall be paid a shift premium that complies with the hours worked.

17.5.1 Shift Premium is compensation for employees on a scheduled shift outside the Regular Hours of Work defined as Day Shift in Article 17.2. This compensation is not viewed as a promotion and therefore seniority will not apply for the selection of employees for shift.

17.6 Employees who are late for their scheduled shifts shall be deducted according to the following schedule:

1 -10 minutes	nil
10 - 15 minutes	15 minutes
16 - 30 minutes	1/2 hour
31 - 45 minutes	3/4 hour
46 - 60 minutes	1 hour
and so on in units of 1/4 hour	

It is further understood that in addition to the above, employees may be disciplined when they are late for a scheduled shift, unless they supply a reason satisfactory to their Management.

The intent of this clause is to outline permitted deductions and the lack of any deduction for 1-10 minutes shall not be interpreted to mean that the Corporation condones such behaviour nor shall this article prevent the Corporation from imposing discipline on employees who are 1-10 minutes late for their scheduled shift.

ARTICLE 18 - OVERTIME

18.1 Compensation at the rate of time and one-half (1-1/2) of the standard rate per hour shall be paid for all work, authorized by the Employer, performed outside the employee's regular scheduled hours of work as defined in 17.2 Hours of work. For clarity, the standard rate per hour does not include any wage premiums outlined in Schedule A.

18.2 Call Outs: Employees called upon to perform work not continuous with their regular shift shall be entitled to a minimum of four (4) hours pay for two (2) hours work or less at the prevailing overtime rate.

18.2.1 This clause shall not apply where:

18.2.2 An employee who is called in to work prior to the commencement of a regular scheduled shift provided the employee receives eight (8) hours notice prior to commencing said overtime.

18.2.3 An employee who is requested (scheduled) to work outside of their regular scheduled hours of work, provided they are asked prior to the end of their regular scheduled shift.

18.2.4 An employee who is requested to work beyond the conclusion of their regular scheduled shift.

18.2.5 Overtime as set out above shall be paid at the prevailing overtime rate for the work being performed.

18.3 Overtime will be assigned on the following basis:

18.3.1 All scheduled and non-scheduled overtime shall be offered first to the employee in the required classification, starting with the employee with the least amount of overtime. If there are no persons available in the required classification, then the overtime will be offered to the most senior qualified employee available.

***Note: Available will be defined as:**

1. When overtime is being scheduled prior to the end of a shift for work required after or prior to a regular scheduled shift, available will mean a permanent employee on shift at the time will be asked prior to permanent employees on scheduled days off being asked.
2. When overtime is being scheduled for a non-regular workday, a permanent employee on shift at the time will be asked prior to permanent employees on scheduled days off being asked.

It is understood that if an employee on a regular scheduled day off is asked if they are available to work scheduled overtime and accepts, then no call out will be paid provided the request is made prior to the conclusion of the last scheduled shift prior to the said overtime.

18.3.2 Authorized overtime which is not scheduled, such as overtime which occurs at the end of the shift, shall be assigned to the employee (including Seasonal Full Time and temporary employees) who is performing the work at the end of the shift.

18.3.3 All overtime with the exception of overtime as set out in Article 18.3.2, shall be assigned to permanent employees before Seasonal Full Time or temporary employees are considered.

18.3.4 Any scheduled overtime on a Saturday or Sunday will be paid at a minimum of 2 hours at the prevailing overtime rate.

18.4 Every three months the Employer shall meet with the president of the union to review the distribution of overtime. Where inequities in the assignment of overtime are identified, such employee affected shall receive preference of overtime during the next three months.

18.5 Payment shall be in accordance with the hourly wage rate of the classification being performed.

18.6 If an employee is called upon to work one and one-half (1 ½) hours or more beyond the regular scheduled tour of duty, they shall, at the discretion of the Manager, be entitled to only one of the following three options:

- (a) the employee shall be provided with a meal; or
- (b) be permitted to go home for one-half (1/2) hour without interruption of pay; or
- (c) work continuously and receive an additional 30 minutes of overtime pay beyond the end of the overtime period worked.

If an employee is called upon or scheduled to work two and one-half (2½) hours or more before the commencement of their regularly scheduled tour of duty, they shall be entitled to the morning breakfast per diem in accordance with the Township per diem policy.

18.7 A list of all overtime worked by each employee shall be posted monthly.

18.8 Instead of a cash payment for overtime an employee may choose to bank their overtime and take it as time off in lieu of pay at a time mutually agreeable to the employee and management. This will be allowed up to a maximum of (forty) 40 hours banked in any calendar year. The employee will not be allowed to re-bank hours.

Notwithstanding the above it is understood that an employee who has exhausted his/her (10) ten days of sick credits, will be able to re-bank a maximum of (16) sixteen hours in any calendar year, where such hours are utilized for the purpose of uncredited sick time.

18.9 The overtime bank time shall be used by December 1st of each year unless otherwise arranged. The overtime banked shall be paid out on the first pay period of December and shall not be carried over from year to year.

18.10 When an employee is on a training course, he/she shall adjust their hours of work to coincide with the training course and there shall be no overtime paid. Employees will remain eligible for overtime for all training hours and travel time that fall outside the employees' weekly hours of work.

ARTICLE 19 - RELIEVING IN OTHER GRADES

19.1 When an employee is detailed to relieve in a position of higher rating, they shall receive the rate for the position in which they are relieving for the full period of the relief.

19.2 When an employee is detailed to relieve in a position of lower rating for any period, they shall maintain their regular rate of pay while so assigned.

ARTICLE 20 - HOSPITALIZATION AND MEDICAL BENEFITS, GROUP LIFE INSURANCE COVERAGE

20.1 The Corporation will contribute one hundred percent (100%) of the premiums for the following plans, for permanent employees only. The employer may substitute insurance carriers for any policy provided the benefits are substantially the same. It shall also be the responsibility of the employer to keep all Policy benefits current with respect to changes in employee wages and percentages as set out in the policies.

20.1.1 Long Term Disability Insurance or equivalent carrier; Paying 70% of the employee's salary.

20.1.2 Extended Health Care Insurance or equivalent carrier;

*note: Vision Care coverage is \$400.00 every two years per person for glasses. Extended health care benefits include:

1. Chiropractors
2. Physiotherapists
3. Massage Therapists
4. Dieticians
5. Podiatrists
6. Naturopaths
7. Osteopaths
8. Psychologists/Social Workers (combined)
9. Speech Therapists

Coverage is \$500 each per calendar year.

20.1.3 Short Term Disability or equivalent carrier; Paying 75% of the employee's salary.

20.1.4 Dental Insurance or equivalent carrier;

Current O.D.A. fee schedule, as amended, from time to time.

*note: Dental coverage increased to include crowns, dentures and braces etc. within carrier's limitations. Dental benefits provided up to \$2,000 annually.

20.1.5 Accidental Death and Dismemberment Insurance or equivalent carrier; paying up to three (3) times the employee's salary to a maximum of \$200,000.00.

***Note: Seasonal full-time employees receive benefits in accordance with Article 2.3.3**

20.2 The Corporation's contributions to the welfare benefits set out in Article 20.1 shall cease when an employee is on strike, lay-off or on a personal leave of absence greater than one (1) month.

20.3 Early Retirement Benefits- Employees who retire early and their dependants will be entitled to receive a life insurance of \$10,000.00, extended health care benefits being prescription drug, dental and vision care until the age of 65. For clarity, retiree benefits do not include out of country travel, major dental or paramedical services.

ARTICLE 21 - SICK TIME

21.1 Effective January 1st all permanent employees shall be credited with ten (10) days Credited Sick Time with a payout of 50% of un-used credits at the end of the calendar year.

21.2 Newly hired permanent employees shall receive a pro-rated portion of the ten (10) days Credited Sick Time based on the month of hire; or date of transfer as the case may be. Newly hired permanent employees will not be entitled to use the Credited Sick Time bank until they have completed six (6) months of regular work based on the calendar year.

***Note: Seasonal Full Time employees shall receive sick time benefits in accordance with Article 2.3.3**

21.3 Credited Sick Time shall be pro-rated based on absences due to illness accident or leave of absence in excess of 30 consecutive days in the previous year; effective on ratification.

21.4 Credited Sick Time may not be used where the absence from work is a result of the consumption of alcohol or illegal drugs. The Union and employee shall be alerted prior to invoking this clause.

21.5 Any employee who is absent from work due to sickness or injury, for more than three (3) consecutive days, or immediately prior to or immediately after a Statutory Holiday, must submit a return to work slip from a Doctor or Nurse Practitioner in order to return to work and be entitled to Credited Sick Time payment. In its sole discretion, management may waive the requirement that a return-to-work slip be required.

21.6 Employees that are off work due to sickness, injury or who are attending appointments with a health care provider that are without or have used up their allotment of Credited Sick Time will be considered to be on Uncredited Sick Time.

21.7 Employees who are off work on Uncredited Sick Time due to sickness or injury will be required to provide acceptable proof of treatment from a health care provider.

21.8 The Corporation agrees to cover the cost of all forms or proofs of treatment from a health care provider that they require an employee to produce.

ARTICLE 22 - WSIB ADVANCES

22.1 If requested by an eligible employee, the Employer shall pay the amount of weekly WSIB benefits to an injured employee. This clause is restricted to uncontested claims. The employee shall require WSIB to make payments directly to the Employer. Such payments shall continue until the employee:

1. Terminates or is terminated.
2. Returns to work
3. Unable to work and receive a pension or payout
4. Ceases to be eligible by WSIB

Contested WSIB claims shall be discussed with the Corporation, the employee, and the Union.

ARTICLE 23 - LABOUR MANAGEMENT COMMITTEE

23.1 The Corporation and the Union agree to establish a Labour-Management Committee consisting of three (3) representatives of management and three (3) representatives of the union. A quorum shall be four (4) persons.

23.2 It is understood that this committee should have no power to usurp the authority of the grievance or negotiation committees.

23.3 A representative of the Union and a representative of management may attend any meeting of the committee, and, in addition, a member of council may attend. The parties may, upon mutual agreement, invite any person to attend such meeting provided notice is given to the other party.

23.4 The committee shall meet at a mutually agreed upon time, with a minimum of four (4) meetings per year, without loss in pay or benefits.

23.5 Where possible, either party will notify the other party in advance of the meeting concerning the items they wish to discuss.

23.6 The chairperson of the meeting shall rotate between members of the Union and the Corporation.

23.7 The Corporation shall prepare the minutes of each meeting and such minutes shall be posted with a copy sent to the Union and Council.

ARTICLE 24 - PROTECTIVE CLOTHING

24.1 The Corporation shall supply each employee with rubber suits, rubber boots, hard hats and safety glasses for their own personal use when required by the Corporation.

These shall be stored in the employee's locker and shall be replaced at the discretion of the Manager. Replacement cost of articles that are subject to malicious damage or carelessness shall be paid by the employee. Safety hats, safety boots and safety glasses shall be worn, and criteria set out in the Occupational Health and Safety Act shall be followed.

24.2 The Corporation shall issue each permanent employee a cheque(s) up to the amount of five hundred (\$500) dollars per calendar year upon proof of purchase of safety equipment not supplied by the Corporation. Unused dollars up to a maximum of \$150 can be carried over however a maximum of \$650 per calendar year applies. There shall be no cash payout of these monies.

***Note: Seasonal full-time employees shall receive protective allowance in accordance with Article 2.3.3.**

24.3 In the first year of employment, new employees shall receive a pro-rated amount of the above amount, according to the number of months employed.

24.4 Mechanics shall be granted a Tool Allowance of up to four hundred (\$400.00) in each calendar year upon proof of purchase of tools or equipment not supplied by the Corporation and required to complete the duties of their job. Unused dollars cannot be carried over. There shall be no cash payouts of these monies.

Mechanics must submit a receipt as evidence of the purchase and will only receive the allowance following submission of such receipt.

ARTICLE 25 - PAY DAYS

25.1 Pay days shall be every 2nd Thursday by direct deposit in the bank of the employee's choice, except that should a holiday fall on that day, the preceding day shall be deemed to be pay day.

25.2 The Corporation will show conspicuously in writing on the pay envelope or slip accompanying the wages paid to each employee, the following facts: Employee's wage rate, number of regular hours worked, number of overtime hours worked (overtime may be converted into regular hours) and all deductions made.

ARTICLE 26 - BULLETIN BOARDS

26.1 The Corporation agrees that the Union shall have the right to use bulletin boards supplied by the Corporation. Such bulletin boards to be used to post notice of meetings and other such notices that may be of interest to the employees concerned.

ARTICLE 27 - GENERAL

- 27.1** In the event that the Corporation should introduce new methods or machines which require new or greater skills within the classification of the employee concerned, such employee shall at the expense of the Corporation begin a maximum period of three (3) months or a mutually agreeable time which they may perfect or acquire the skills necessitated by the new machine or methods. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.
- 27.2** Employees who obtain a motor vehicle class DZ license or any required licensing renewal, the Corporation shall reimburse the employee the cost of said license or renewal.
- 27.3** The Corporation may request that a representative of the Canadian Union of Public Employees be present at any meeting involving Union matters with the Corporation.
- 27.4** The Corporation agrees to indemnify and save harmless its employees from civil liability flowing from their duties and shall provide coverage under its general liability policy or equivalent coverage.
- 27.5** When an employee is charged with a criminal or quasi-criminal or statutory offence flowing from acts done in the attempted performance in good faith of their duties they shall be indemnified by the Employer for the necessary and reasonable legal costs incurred in the defence of such charges.
- 27.6** The Employer will implement and maintain a formalized system of "on the job" training so that every employee shall have the opportunity of receiving training and qualifying for promotions.

Accordingly, senior employees shall be allowed, wherever feasible, regular opportunities to learn the work of such positions during the regular working hours.

ARTICLE 28 - SCHEDULES

- 28.1** Attached hereto and forming an integral part of this Agreement are the following Schedules and Letters of Understanding:

Schedule "A" Classification and Hourly Wage Rates

Schedule "B" Letter of Understanding - Maintenance Leader

Schedule "C" Letter of Understanding - Distribution/Collection Operator

Schedule "D" Letter of Understanding - DZ Drivers License

Schedule "E" Letter of Understanding - Resolution for Overtime Grievances

Schedule "F" Letter of Understanding - Mechanic Exemption for training

Schedule "G" Letter of Understanding - Banked Overtime

Schedule "H" Letter of Understanding - Modified Shifts

ARTICLE 29 - VALIDITY OF AGREEMENT

29.1 In the event of any provisions of this Agreement or any practice established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be or deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.

ARTICLE 30 - TERM OF AGREEMENT

30.1 This Agreement shall be effective from the **1st day of January 2024** and shall remain in effect until the **31st day of December, 2026**, and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

30.2 Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than one hundred and eighty (180) days and not less than thirty (30) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.

30.3 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiating within a period of thirty (30) days from the termination date of contract date, if requested to do so.

30.4 The parties hereto agree to exchange proposals either by mail or personal delivery at least ten (10) working days prior to the first scheduled negotiation meeting.

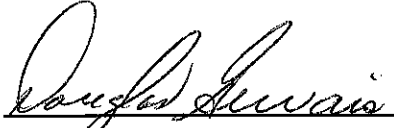
30.5 If during the course of this Agreement an issue arises that can only be resolved with new contract language, both parties agree to meet for the purpose of resolving the issue. Should an agreement be reached and ratified by both parties it will form a Letter of Understanding and be attached to this collective agreement for a period of one (1) year.

At the end of such time, the letter will be subject to review and to a second ratification by both parties. Once so ratified the letter of understanding will be converted to a numbered article in the appropriate section and form a permanent part of this collective agreement.

However, if not ratified the second time, it is agreed by both parties that the letter shall be removed from the Collective Agreement and any prior wording it may have affected will come back into effect.

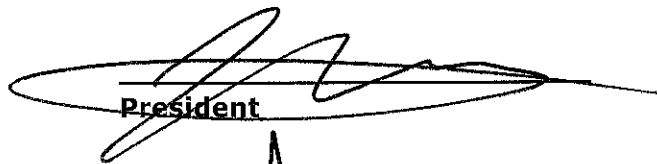
IN WITNESS WHEREOF the parties have hereunto set their hands and seals,
this 05 February, 2024 at Espanola,

**For the Corporation of
the Town of Espanola:**

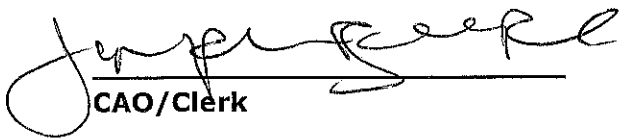


Mayor

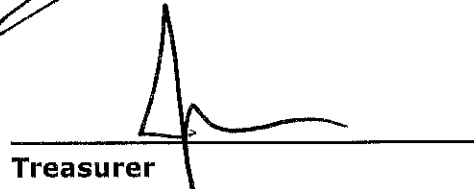
**For the Canadian Union of
Public Employees, Local 534:**



President



CAO/Clerk



Treasurer

SCHEDULE A

CLASSIFICATION AND HOURLY WAGES RATES

<u>Classifications</u>	# of Positions	Base Year	4%	2.50%	2.50%
		Jan 1/23	Jan 1/24	Jan 1/25	Jan 1/26
Public Works Dept					
Maintenance Leader	1	\$39.12	\$40.68	\$41.70	\$42.74
Mechanic Leader	1	\$35.84	\$37.27	\$38.21	\$39.16
Mechanic 1st Class	1	\$35.29	\$36.70	\$37.62	\$38.56
Mechanic 2nd Class		\$33.96	\$35.32	\$36.20	\$37.11
Distribution/Collection Op.	1	\$33.30	\$34.63	\$35.50	\$36.39
Equipment Operator:					
1st Class	1	\$32.63	\$33.94	\$34.78	\$35.65
2nd Class	1	\$32.30	\$33.59	\$34.43	\$35.29
3rd Class	1	\$32.00	\$33.28	\$34.11	\$34.96
Heavy Truck Drive (3 ton+)	1	\$31.79	\$33.06	\$33.89	\$ 34.74
Truck Driver	4	\$31.58	\$32.84	\$33.66	\$34.51
Labourer	3	\$30.91	\$32.15	\$32.95	\$33.77
Water Distribution Level 1 Lic.		\$ 0.55	\$ 1.00	\$ 1.00	\$ 1.00
Waste Water Coll. Level 2 Lic.		\$ 0.55	\$ 1.00	\$ 1.00	\$ 1.00
Water Distribution OIT		\$ 0.30	\$ 0.75	\$ 0.75	\$ 0.75
Waste Water Coll. OIT		\$ 0.30	\$ 0.75	\$ 0.75	\$ 0.75
<u>Shift Premiums:</u>					
Afternoon Shift		\$ 1.00	\$ 2.00	\$ 2.00	\$ 2.00
Night Shift		\$ 1.50	\$ 2.50	\$ 2.50	\$ 2.50
Weekend Shift		\$ 1.50	\$ 3.50	\$ 3.50	\$ 3.50

NOTE:

1. New employees hired as temporary employees, and probationary employees, seasonal full-time shall receive fifty (50) cents per hour less than the rates set out in this Schedule for a period of six (6) months, after which they shall receive the base rate. Temporary employees who are rehired in the same classification shall have the full period of employment applied to the six (6) month period and shall receive the base rate.

2. Persons employed in government sponsored programs shall be paid in accordance with the program. Prior to hiring employees under an incentive program, the Corporation shall notify the Union as to the number of employees that will be hired and the rate of pay which shall be paid, and the duties and functions to be performed by such employees.

3. Should an employee obtain a provincial or other license requested or required by the Corporation, the Corporation agrees to sit with the Union for the purpose of setting a rate and said rate shall be included into Schedule "A".

*Note: This does not include periodic training or retraining required for the safe operation of equipment.

4. License premiums shall be added to the employees' standard hourly rate but will not be included in the overtime calculation.

5. #10 Pick-up Truck pays Heavy Truck Driver rate for plowing and sanding work performed.

SCHEDULE B

**LETTER OF UNDERSTANDING BETWEEN THE CORPORATION OF THE TOWN OF
ESPANOLA AND CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 534**

This Letter of Understanding shall form part of and be attached to the current Collective Agreement.

In order to better meet the Corporation's responsibility in regards to safety and legislative demands, the Corporation wishes to institute minimum training requirements and qualifications for those filling the position of Maintenance Leader. The person shall be:

1. "A competent person under the OH&S Act" meaning a person who,
 - (a) is qualified because of knowledge, training and experience to organize the work and its performance,
 - (b) is familiar with this Act and the regulations that apply to the work; and
 - (c) has knowledge of any potential or actual danger to health or safety in the work place;
2. Completion of T.J. Mahoney Road School;
3. Completion of specific C.S. Anderson courses such as "Human Relations" and "Effective Management" or equivalents; and
4. Be certified in Health and Safety including the OH&S Supervisor.

It is recognized that not all senior employees meet these suggested requirements. To this end, the Corporation will enter interested employees into a training program with a reasonable timeline for the completion of the suggested requirements. Priority will be given to senior employees closest to completion of the suggested requirements followed by the remainder of interested employees on a seniority basis.

It is understood should an employee not express interest in writing or passes up the opportunity to meet the suggested requirements they will not be considered for the position of Maintenance Leader and be deemed to have waived their seniority rights should the position open up on a temporary or permanent basis.

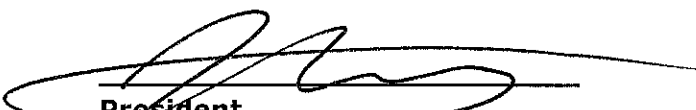
Dated this 05 day of February, 2024

**FOR THE CORPORATION OF
THE TOWN OF ESPANOLA**

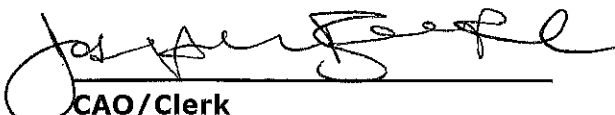


Mayor


**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 534**



President



CAO/Clerk



Treasurer

SCHEDULE C

**LETTER OF UNDERSTANDING BETWEEN THE CORPORATION OF THE TOWN OF
ESPANOLA AND CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 534**

***This Letter of Understanding shall form part of and be attached to the current
Collective Agreement.***

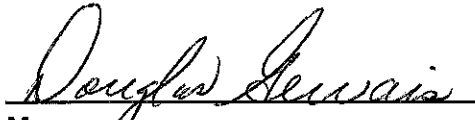
In order to better meet the Corporations responsibility in regards to legislative demands,
the Corporation wishes to institute minimum training requirements and qualifications for
those filling the position of Distribution/Collection Operator.

It is agreed that for all future Distribution/Collection Operators, preference will be given to
individuals who hold a valid Level 1 M.O.E. Certification in Water Distribution and Supply
Subsystems and be an Operator-In Training in Wastewater Collection.

The Corporation agrees to provide training and assistance to any union member wishing to
obtain these certifications.

Dated this 05 day of February, 2024

**FOR THE CORPORATION OF
THE TOWN OF ESPANOLA**

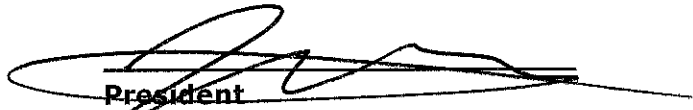


Mayor




CAO/Clerk

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 534**



President



Treasurer

SCHEDULE D

**LETTER OF UNDERSTANDING BETWEEN THE CORPORATION OF THE TOWN OF
ESPANOLA AND CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 534**

***This Letter of Understanding shall form part of and be attached to the current
Collective Agreement.***

To better meet its needs and provide versatility the Corporation requests all existing
Permanent Employees obtain a DZ Drivers License.

As set out in the Collective Agreement, the Corporation will bear the cost of obtaining such
licensing and provide all possible assistance with the required training.

It is understood that from this day forward all newly hired Permanent Employees regardless
of position hired for must have and maintain a valid DZ drivers license or must obtain a
valid DZ drivers license in their first 6 months of employment.

Should an employee's DZ license be temporarily suspended they will not lose their job,
however failure to renew the DZ license as previously described is not defined as a
temporary suspension.

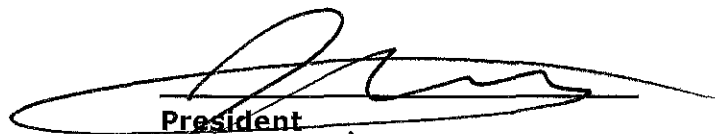
Dated this 05 day of February, 2024

**FOR THE CORPORATION OF
THE TOWN OF ESPANOLA**

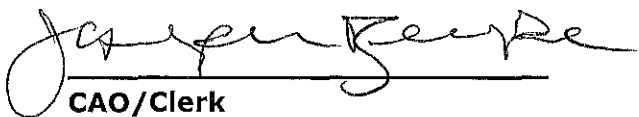


Mayor

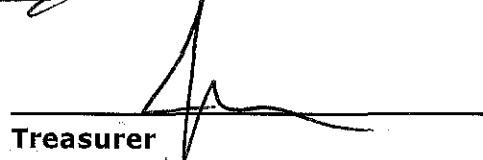
**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 534**



President



CAO/Clerk



Treasurer

SCHEDULE E

**LETTER OF UNDERSTANDING BETWEEN THE CORPORATION OF THE TOWN OF
ESPANOLA AND CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 534**

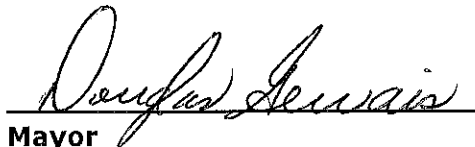
RE: Resolution for Overtime Grievances

- 1) Where the Employer acknowledges an error in overtime distribution, the Employer will offer the affected employee a remedy in kind in the form of the appropriate number of hours of alternate work of equal value for what was missed to be paid at the appropriate overtime rate when worked.
- 2) It is agreed that such alternate work is not work that would normally be done in the relevant classification and will not result in another employee missing an overtime opportunity.
- 3) Within three (3) months of acknowledging the error, the Employer will make at least three (3) remedy in kind offers for days when the employee is neither scheduled to be at work nor on an approved leave.
- 4) If the employee declines all three (3) offers, the error will be considered corrected. If the Employer fails to make the appropriate offers within three (3) months, the complaint or grievance may continue.
- 5) The employee will have the right to Union representation during any discussions with management on issues related to this Article.
- 6) Notwithstanding the above noted process, this letter will not be used in a manner to contradict Article 18 of the Collective Agreement.

The parties agree to review this process after one year and either party may terminate this agreement at that time if it is believed that the goals and objectives of this letter are not being met.

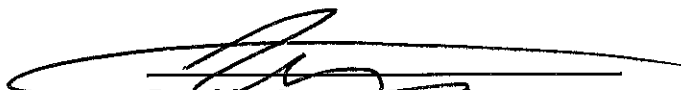
Dated this 05 day of February, 2024

**FOR THE CORPORATION OF
THE TOWN OF ESPANOLA**




Mayor


**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 534**



President



CAO/Clerk



Treasurer

SCHEDULE F

**LETTER OF UNDERSTANDING BETWEEN THE CORPORATION OF THE TOWN OF
ESPANOLA AND CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 534**


***This Letter of Understanding shall form part of and be attached to the current
Collective Agreement.***

In an effort to better meet the needs of the Corporation with regard to the training of employees, parties agree that individuals in the Mechanic Classification will be exempt for training outside their classification and therefore waive their seniority rights for overtime outside their classification under Article 18.

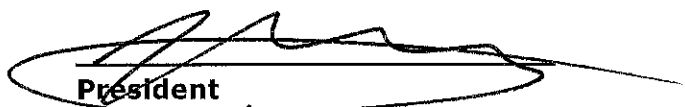
Dated this 05 day of February, 2024

**FOR THE CORPORATION OF
THE TOWN OF ESPANOLA**

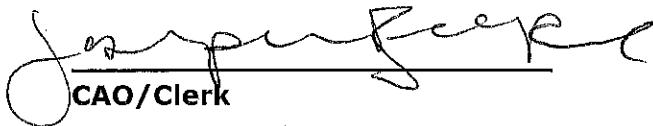
**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 534**



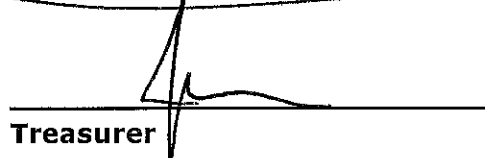
Mayor



President



CAO/Clerk



Treasurer

SCHEDULE G

LETTER OF UNDERSTANDING BETWEEN THE CORPORATION OF THE TOWN OF ESPANOLA AND CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 534

This Letter of Understanding shall form part of and be attached to the current Collective Agreement.

That Article 18.8 be amended to increase the number of hours of banked time in a calendar from 80 hours to 100 hours. See changes below.

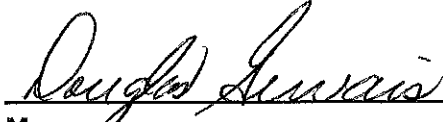
That the time duration for this article outlined in Section 30.5 of one year be amended for the duration of this Collective Agreement at the end of the term both parties agree that the letter will be subject to review and to a second ratification by both parties. Once so ratified the Letter of Understanding will be converted to a numbered article in the appropriate section and form a permanent part of this Collective Agreement. However, if not ratified the second time, it is agreed by both parties that the letter shall be removed from the Collective Agreement and any prior wording it may have affected will come back into effect.

18.4 Instead of a cash payment for overtime, an employee may choose to bank their overtime and take it as time off in lieu of pay at a time mutually agreeable to the employee and management. This will be allowed up to a maximum of (eighty) 80 hours banked in any calendar year. The employee will not be allowed to re-bank hours.

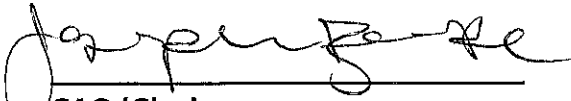
Notwithstanding the above it is understood that an employee who has exhausted his-her (10) then days of sick credits, will be able to re-bank a maximum of (16) sixteen hours in any calendar year, where such hours are utilized for the purpose of uncredited sick time.

Dated this 05 day of February, 2024

**FOR THE CORPORATION OF
THE TOWN OF ESPANOLA**

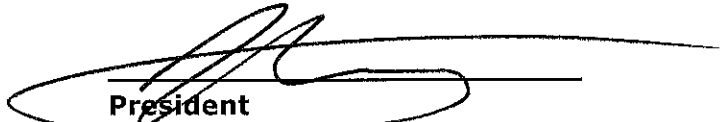


Mayor



CAO/Clerk

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 534**



President



Treasurer

SCHEDULE H

LETTER OF UNDERSTANDING BETWEEN THE CORPORATION OF THE TOWN OF ESPANOLA AND CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 534

For the duration of this Agreement, Article 17.4 shall have no force and effect and shall be amended as set out below.

Modified shifts, weekend shifts or amendments to the hours of work set out above, may be set up to accommodate specific tasks in the sole discretion of management provided that the Corporation provides ten (10) business days' notice to the Union.

Despite the foregoing, weekend shifts shall only be scheduled as follows:

1. 7:30 a.m. to 3:30 p.m.;
2. 3:30 p.m. to 11:30 p.m.; or
3. 9:00 a.m. to 5 p.m.

Employees will be compensated at the prevailing rate for the work being performed.

When shift work is required in accordance with this letter of understanding, the parties may mutually agree to waive the notice requirements.

Dated this 05 day of February, 2024

**FOR THE CORPORATION OF
THE TOWN OF ESPANOLA**

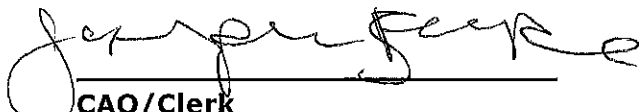
**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 534**




Mayor



President



CAO/Clerk



Treasurer

