

COLLECTIVE AGREEMENT

BETWEEN:

**THE CORPORATION OF THE
MUNICIPALITY OF WEST NIPISSING**



West Nipissing Ouest

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 535-01, C.L.C.**

CUPE·SCFP | *Canadian Union of Public Employees*
| *Syndicat canadien de la fonction publique*

Term: January 1, 2025 to December 31, 2027

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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 matter 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 those methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

Now, therefore, the parties agreed 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 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 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 as the sole and exclusive collective bargaining agent for all employees of the Municipality

of West Nipissing save and except: Chief Administrative Officer, Engineer and acting Chief Administrative Officer, Treasurer and Clerk, Fire Chief and Fire Department personnel, Deputy Clerk, Deputy Treasurer and Tax Collector, Public Works Superintendent, Assistant Clerk Rural, Building Inspector, Museum Curator, all employees of the Police Service Board and Human Resource Director, who are excluded by virtue of Section 1.3 of the Act, 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 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 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. A regular employee is an employee who has successfully completed the probationary period outlined in Article 8.01.

- 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 of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence nor by reason of his or her 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, from date of hire.

5.03 The Employer shall deduct from every employee any monthly dues levied in accordance with the Union's Constitution and/or By-laws and owing by him 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 name 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 Chief Administrative Officer 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 five (5) members of the Union as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

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 Chief Administrative Officer/Clerk 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** 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 two (2) 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 are the responsibility of another joint committee. The Committee's Chairperson 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. In the event that the Employer determines that the probation needs to be extended, the employee affected, and Union shall be notified in writing with the duration of the probation extension.

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 discipline 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 discipline to the employee. A copy of the written confirmation of discipline shall be forwarded to the Secretary and President of Local 535 or designate within five days thereafter.
- 9.02** An employee who has completed his/her 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** Should the parties agree after an investigation that the employee has been unjustly disciplined, suspended or discharged, such employee shall be immediately reinstated to 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.
- 9.05** An employee shall have the right during normal business hours of the administration office to have access and review his/her personnel file. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.
- 9.06** 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 the most recent date of hire. The seniority will be determined under one list for both full-time and part-time employees.

Both parties recognize:

- The principle of promotion within the service of the Municipality and;
- 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 Municipality 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 day of work;
- d) the employee is absent without reasonable explanation for any period in excess of five (5) consecutive working days;
- e) the employee fails to report to work within ten (10) working days after having been recalled from a layoff.

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 as follows:

- 1872 hours for a part-time employee working in a job classification where the normal hours of work are thirty-six (36) per week.
- 1820 hours for a part-time employee working in a job classification where the normal hours of work are thirty-five (35) per week.

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 An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards on April 1 and October 1 of each year.

When addressing seniority issues, all ties shall be broken by lottery in the presence of the bargaining unit president and/or vice-president and the affected members by placing in a hat, the names of all members who are tied. The president of the bargaining unit or designate will draw the names. The first name drawn is to be most senior and so on until the names of the persons tied have been drawn.

10.03 Protests in regard to seniority standing must be submitted in writing to the C.A.O. 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 or 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 Layoff and Recall

- a) The parties agree that any reduction in hours of work or loss of any job constitutes a lay-off under this Agreement. All relevant provisions of the Collective Agreement regarding lay-off shall apply.
- b) Any lay-off will be administered in accordance with the provisions of the *Employment Standards Act*.
- c) 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.
- d) Employees subject to lay-off or subsequently displaced employees shall have the following options:
 - 1. accept the layoff and take severance in accordance with the *Employment Standards Act*;
 - 2. be placed on a recall list for 24 months;
 - 3. 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.

10.06 The Employer agrees to pay the full cost of the Group Insurance Plans outlined in *Article 21* for employees laid off from the first to and including the third month following the date of lay-off.

10.07 Grievances concerning lay-offs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

10.08 Upon receipt of written notification (by way of registered mail to the most recent address on file) the employee shall contact the Employer within three (3) working days stating his/her intention to return. The agreed upon return date shall be within ten working days of having received the written notification of recall from a lay-off.

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 Departments covered by each steward(s) shall be as follows: Public Works Section; Office Section; and Community Services Section. One steward will be appointed by the Union as chief steward.
- 11.05** 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.
- 11.06** The Union understands and agrees that each steward is employed to perform 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.
- 11.07** 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.
- 11.08** 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.
- 11.09** 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. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- 11.10** 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 or her 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 Supervisor concerned 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 grievor's immediate supervisor shall include the 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

section steward. The supervisor, in consultation with the Department Head 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 at Step 2, the Union President or designate may request a meeting with the Chief Administrative Officer 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 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. It is agreed that the Union may invite the local's National Servicing Representative at this meeting.

STEP 4 Failing a satisfactory settlement being reached at Step 3, or the Union's failure to request a meeting at Step 4, 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 3 or Step 4, as the case may be.

11.11 a) Where a dispute involving a question of general application or interpretation of this Collective Agreement occurs (generally referred as a policy grievance) occurs, or where a group of employees or the Union has a grievance, Steps 1, and 2 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.

11.12 All grievances shall be in writing and all replies to all Steps shall also be in writing.

11.13 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.

11.14 In the event that the section steward is unavailable, another steward may make the representations on behalf of the employee.

11.15 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 a) When either party requests 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 five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of his appointee to the Arbitration Board. The two nominees shall then meet to select an impartial chairman. By mutual agreement, the parties may elect to go with a single arbitrator.

- b)** 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** 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.
- 12.03** 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.
- 12.04** 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 arrangement, which in its opinion it deems just and equitable.
- 12.05** Each party shall pay:
- 1) The fees and expenses of the Arbitrator it appoints;
 - 2) One-half the fees and expenses of the chairman.
- 12.06** 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, and the other provisions referred to Arbitration Board shall appropriately apply.

ARTICLE 13 – LEAVE OF ABSENCE

13.01 Elections

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

13.02 Union Leave

- a)** Leave of absence with pay will be granted to representatives of the Union while in consultation with the Employer or the Employer's officials on matters pertaining to the Agreement during working hours. Union leave will only be granted upon written authorization of the Department Head or their designate on a form provided by the Employer.

- b)** Employees elected or appointed to represent local 535 at a conference, convention or on other Union business shall be granted leave of absence with consideration to operational needs of the department without loss of seniority, pay and benefits, provided such leave is requested in writing no later than four weeks in advance of the requested date. The Corporation will bill local 535 for all wages and benefits for the granted leave and the local shall reimburse the Employer within thirty (30) days following receipt of the invoice. Determination of operational needs of the department is at the sole discretion of the Employer.

Note: It is understood that the President or designate of the Union also represents members in all CUPE locals within the employ of the Municipality of West Nipissing and from time to time will require consultation with the Employer on matters outside of his/her Collective Agreement.

13.03 Personal Leave

- a)** Leave of absence of up to thirty (30) consecutive calendar days without pay and without loss of seniority may be granted, at the sole discretion of the Employer.

Personal leave of absence shall be dealt with by an employee application for leave of absence in writing submitted as far in advance as possible to his/her Supervisor. Such leave will be granted subject to operational needs.

- b)** A personal leave of absence shall not be granted for the purpose of allowing an employee to take another position temporarily to try out new work or to venture into business for himself/herself and an employee accepting gainful employment or venturing into business for himself/herself while on such leave of absence shall be terminated by the Employer.
- c)** Seniority will continue to accumulate during the full period of leave, and benefits will be maintained only for the first thirty (30) days of such leave.

13.04 Bereavement Leave

- 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 or celebration of life) without loss of salary or wages following the date of death of an immediate family member. Immediate family member is defined as a step-parent, foster-parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, grandparents of spouse and grand-children.
- b)** An employee shall be granted five (5) regular scheduled days leave (intent is to include cremation, spring burial or celebration of life) without loss of salary or wages following the date of death of an employee's parent, child, child of common-law spouse, step-child, common-law spouse and spouse.

For the purpose of this Article, the definition of common-law spouse shall be a person who has resided with the employee for a period of one calendar year.

- c) In addition to the entitlement in (a) and (b) above, an employee shall be granted upon request up to an additional three (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, and 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 a leave of absence without loss of seniority to an employee selected to act as a juror who is subpoenaed to act as a witness in any court. The Employer shall pay such 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

- a) Compassionate care leave will be granted to an employee in accordance with Section 49.1 of the *Employment Standards Act, 2000*.
- b) An employee who is on compassionate care leave shall continue to accumulate seniority.
- c) 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 same department, and at the same rate of pay.
- d) 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 to not 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 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, appointment 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 Secretary and President of the Local 535 or designate 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 the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if the employee finds himself or herself unable to perform the duties of the new job classification, the employee shall be returned to his or her former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of rearrangement of positions shall also be returned to his or her former position without loss of seniority and wage and 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.

14.08 When the duties in any classification are changed or increased, or where the Union and/or an employee feels he or she 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 employees covered by this Agreement will be entitled on their anniversary date, 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 additional 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 affixed their choice of vacation on the bulletin board 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 Approved Leave of Absence during Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during the employee's 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, the employee shall provide a doctor's certificate.

15.06 For employees with a regular pay period of 72 hours, they may defer a maximum of 108 vacation hours 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 108 hours are inclusive of vacation, overtime, and standby days.

For employees with a regular pay of 70 hours, they may defer a maximum of 105 vacation hours 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 105 hours are inclusive of vacation, overtime and standby days.

ARTICLE 16 – LIST OF HOLIDAYS

16.01 The following holidays are recognized as paid holidays:

New Year's Day	January 2	Family Day
Good Friday	Easter Monday	Victoria Day
Canada Day	Civic Holiday	Labour Day
National Day for Truth and Reconciliation	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing 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>Holiday</u>	<u>Falling On</u>	<u>Day off with Pay</u>
New Year's Day	Saturday	Friday preceding

New Year's Day	Sunday	Friday preceding
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

The parties agree that for shift employees, the holiday will be observed and paid on the actual day of the holiday.

In the event a paid holiday outlined in Article 16.01 falls on a shift employee's regular day off, the shift employee will be entitled to a day off with pay in lieu of the paid holiday. The lieu day will be taken at a time mutually agreed between the employee and the employee's immediate supervisor.

ARTICLE 17 – HOURS OF WORK

17.01 a) (i) The regular hours of work for hourly rated employees normally working Monday to Friday shall be thirty-six (36) hours per week. The normal workday shall not commence before 6:00 a.m. nor finish later than 4:30 p.m. Scheduled hours of work shall not be less than four (4) hours per day or greater than eight (8) hours per day. There shall be no split shifts. No eight (8) hour day shall be spread over a period longer than nine (9) hours with half hour off for lunch between 12:00 noon and 1:00 p.m. The normal hours of work will be scheduled and posted no later than two weeks in advance. Scheduling of shifts shall be based on operational needs and shall be distributed as equally as possible in a manner that shall not favour or disfavour any employee.

(ii) The regular hours of work for hourly rated employees working other than a normal Monday through Friday work week shall be seventy-two (72) hours per two (2) week period. Such employees shall work nine (9) eight (8) hour shifts in a two (2) week period with the tenth (10th) shift off. The off shift shall be at a time mutually acceptable to the employee and his/her immediate supervisor. Scheduling of shifts shall be based on operational needs and shall be distributed as equally as possible in a manner that shall not favour or disfavour any employee.

Schedules shall be posted at least four (4) weeks in advance.

(iii) The regular hours of work for salaried employees normally working Monday to Friday shall average thirty-five (35) hours per week. The normal workday shall not commence before 8:30 a.m. and will not finish later than 4:30 p.m. with one hour off for lunch. Daily scheduled hours of work shall not be less than four (4) hours or

greater than seven (7) hours per day. There shall be no split shifts. The Employer shall post the schedule no later than two weeks in advance.

(iv) Overtime rates shall be applicable for all hours worked beyond thirty-six (36) hours and thirty-five (35) hours as outlined in i), ii) and iii) above.

b) Part-time employees will normally be scheduled to work as required unless hours of work are specified on a posting.

17.02 The hours and days of work of Community Services employees shall be posted in an appropriate place.

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

17.04 Parties agree to have discussions on the Employees in the water/sewer waste water division for the time off between overtime hours worked and scheduled shifts at the labour management meetings as per Article 7.06 of the collective agreement.

ARTICLE 18 – OVERTIME

18.01 All time worked beyond the normal work day, the normal work week, or on a holiday, shall be considered as overtime. The employer will post in each department and share monthly reports with the secretary and president of Local 535 of all overtime hours worked in the month.

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

- 1) On a regular work day – time and one half (1 ½) for all hours in any one day or shift.
- 2) On a regular scheduled day off – time and one half (1 ½) for all hours in any one day or shift. On Saturday – time and one half (1 ½). On Sunday – double time.
- 3) On a holiday when the employee was scheduled to work – time and one half (1 ½) plus another day off with pay.
- 4) On a holiday when the employee was not scheduled to - work double time and one half (2 ½).

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. In the event an employee works overtime and is not able to have 8 hours off prior to the beginning of his/her next scheduled shift, he/she will be able to utilize banked credits to compensate for regular hours missed for the beginning of the next shift.

18.04 All time worked before or after the regular daily hours, the regular weekly hours or on a paid holiday as provided in *Article 17* shall be considered overtime.

18.05 a) The distribution of scheduled overtime will be divided as equally as possible among regular employees in each department as per employee classification. Such overtime shall be offered to regular employees before temporary or non-employees are considered.

b) The distribution of non-scheduled overtime of an emergent nature will be divided as equally as possible among regular employees in each department and each area as per employee classification, such overtime shall be offered to full-time employees before part-time employees or non-employees are considered.

c) It is also agreed and understood that an employee who is required to work beyond and continuous of his or her normal work day in order to complete assigned work will not be replaced by another employee in order to equalize overtime.

d) The parties agree that overtime will only be distributed to employees who possess the minimum qualifications required to perform the duties of the job where there is legislative requirement affecting the health and safety of the public. It is further understood that a maximum of two certified workers are required to be present to oversee the job.

e) For purposes of this clause, an equitable distribution of hours will have been achieved if there is no greater variance than twenty-four (24) hours difference in a calendar year between the employee with the most overtime and that of the employee with the least amount of overtime who are working in the same department, working in the same classification, and normally performing the work available. In addition, for equalization purposes only, overtime hours refused by an employee shall be shown as hours actually worked.

18.06 Employees required by their Department Head to work during the lunch period shall be paid at the rate of time and one half (1 ½) their regular rate for the full period.

18.07 When the employees relieve in a position of higher rating within the bargaining unit, the employee will receive the rate for the position he or she is relieving for the full relief period. When an employee is detailed to relieve in a position outside the bargaining unit, the employee shall be entitled to an additional twenty (20%) percent over and above the employee's regular rate of pay.

18.08 Standby Duty

- a)** Sub-foremen will be entitled to an additional eight (8) days off with pay per year to compensate for taking calls at home. It is agreed and understood that, in consideration of the additional eight (8) days off with pay, the sub-foremen shall be available to receive such calls in order to determine what service, if any, is required.
- b)** Employees who are required to replace a sub-foreman shall receive one day off with pay for each week of standby duty.
- c)** Employees shall be entitled to change their stand-by week subject to the superintendent's approval of any change in personnel and a record of this change kept in writing.

18.09 If it is necessary to call in an employee for emergency work, he shall be paid the minimum of four (4) hours at his regular rate or the amount to which he would otherwise be entitled under overtime provisions with respect to such call-in, whichever is greater.

ARTICLE 19 – SHIFT WORK

19.01 An evening shift shall be defined as those hours worked between 4:00 p.m. and 12:00 midnight. Employees shall receive an additional \$1.20 per hour.

19.02 A night shift shall be defined as those hours worked between 12:00 midnight and 8:00 a.m. Employees shall receive an additional \$1.30 per hour.

19.03 A weekend shift shall be defined as those hours worked between 8:00 a.m. Saturday to 8:00 a.m. Monday. Parks, Arena, and Recreation employees shall receive an additional \$1.70 per hour for hours worked during this period.

ARTICLE 20 – SICK PAY ALLOWANCE

This article applies to Permanent Full-time employees only.

20.01 Each permanent employee shall be credited with one (1) day's sick leave for every month of regular attendance at work.

20.02 a) A newly hired 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 three (3) days sick leave allowance and be credited with one (1) day each month thereafter.

b) In the event the Employer sends an employee home sick or to get assessed by a medical professional, the Employer will pay the employee for their full shift. The employee will not be required to use their sick bank if they feel that they are healthy enough to work. Where an employee has brought in an unsatisfactory medical note, this clause will not apply.

- 20.03** 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.
- 20.04** It is agreed and understood by the parties that the accumulation of sick leave credits cease when once an employee has been absent from work for a period of four (4) continuous months. Exception: Maternity/Parental Leave.
- 20.05** The Employer will deduct the long-term disability premiums from the employee's regular pay on a bi-weekly basis. It is understood that the said premiums are submitted and paid to the insurance carrier on a monthly basis, on behalf of the Employee.
- 20.06** Employees will be required to maintain the cash value of short-term disability requirements (currently 35 days) at their current rate.
- 20.07** Each year, at December 31, employees who have met the short-term disability requirement will have excess sick credits cashed at 100% of the cash value. On termination of employment, for any reason, sick credits will be paid to the employee at 50% of the cash value.
- 20.08** When an employee is absent from work for three (3) continuous work days, the employee may be required to provide a doctor's certificate to establish his or her eligibility for sick leave. The cost of such certificate will be paid by the Employer.
- 20.09** 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 (100%) percent 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.

Note: As a mid-year implementation, 2025 will have a combined approach. For example, sick banks will be adjusted for January and February LTD premiums and employees will receive the 1.5X sick days. Starting the month after ratification, deductions for LTD premiums will commence and employees will be credited with 1 day per month.

There will need to be a transitional agreement for employees that currently maintain sick credits in excess of their short-term requirements. Individual arrangements will be made and documented such that any sick banks accumulated to the date of transition will be treated under the 50% cash out/transfer to vacation options. The Employer will identify these individuals to the Union for discussions.

ARTICLE 21 – BENEFIT PLANS

21.01 Pension Plans

The pension plans established under the *Canada Pension Plan Act* and the *Ontario Municipal Employees Retirement System Act* shall be adopted by the Employer and the Union.

21.02 For permanent and probationary employees, the Employer agrees to contribute one hundred percent (100%) of the cost for the following plans:

Ontario Health Tax (or equivalent)

Great West Life Drug Plan (or equivalent)

Great West Life Dental Plan (or equivalent) with Rider 1 – fifty percent (50%) denture coverage. (with current O.D.A. fee schedule)

Vision Care - \$475 maximum benefit every twenty-four (24) months which includes the cost of eye exams - \$475 maximum benefit every eighteen (18) months for dependents to age eighteen (18) (or equivalent) which includes the cost of eye exams.

Group Life Insurance - the Group Life Insurance benefit shall equal 1x times the employee's annual income.

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.

Great West Life Drug Plan (or equivalent) and Great West Life Dental Plan (or equivalent) will include dependent coverage until age twenty-one (21) or until age twenty-five (25) if the dependent is in full-time attendance in a recognized educational facility.

The Vision Care Benefit will include dependent coverage until age eighteen (18) or until age twenty-five (25) if the dependent is in full-time attendance at a recognized educational facility.

- a) Dependents shall include dependents up to twenty-five (25) years of age providing dependent is enrolled in a recognized educational facility.
- b) In the case of absence or 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.

Newly hired employees who are covered by their spouse's plans will not be credited with an amount equal to the Employer's share of the family rate. Newly hired employees shall have the option of participating in any of the above-mentioned benefit plans.

21.03 Long Term Disability

Long Term Disability Insurance providing a benefit level of two thirds (2/3) of the employee's base pay commencing on the one hundred and twentieth (120th) day of continuous disability. The terms of this benefit are governed by the master contract with the insurance carrier. It is

agreed and understood by the parties that the premiums required for Long Term Disability Insurance shall be paid for by the employee in accordance with the provisions outlined in *Article 20.06* above.

21.04 An employee prevented from performing his or her regular work with the Employer on account of an occupational accident that is recognized by the *Workers' Compensation Act*, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his or her regular salary, to a maximum of twelve (12) months.

21.05 Benefits – Part time Employees

Part-time employees shall be paid an additional ten (10%) percent added to their regular hourly rate in lieu of receiving benefits only after working more than twenty-four (24) hours in any one week.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCE

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

22.02 Should a holiday occur on pay day, the preceding day shall be deemed to be pay day for the purpose of this Agreement.

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

22.04 The Employer will provide a meal allowance amounting to twenty (\$20) dollars under the following conditions:

- 1) When the employee is required to work for a continuous period of three (3) hours or more and every five (5) hours thereafter 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 work day and the employee is therefore unable to eat at home before reporting to work.
- 4) When the employee is required by his or her Department Head to work through the employee's lunch period.
- 5) If called upon to work overtime on a weekend or a holiday, the employee will be provided with a meal allowance of twenty (\$20) dollars every five (5) hours from the start of the shift.

It is agreed and understood that the Employer will have a meal brought to the employee or provide the employee the time required to purchase and consume the meal.

- 22.05** An employee who retires from the Corporation of the Municipality of West Nipissing between the ages of fifty-five (55) and sixty-five (65) may 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).
- 22.06** Where an employee is laid off as a result of his/her classification being permanently eliminated, the employee will be entitled to a separation allowance of two (2) weeks salary for each year of continuous service, including a prorated amount for any partial year of continuous service up to a maximum of twenty-six (26) weeks. It is agreed and understood that temporary layoffs that may occur from time to time as a result of operational requirements shall not entitle the employee to the separation allowance.

ARTICLE 23 – CLOTHING ALLOWANCE

- 23.01** An annual allowance of \$700 will be provided to eligible permanent full-time employees for the purpose of suitable working attire based on the departmental requirements and the Occupational Health and Safety Act and Regulations for Ontario. Such allowance shall be paid in January of each year.
- 23.02** If the employee uses the annual allowance in one department and posts to another department in a temporary or permanent position, the employee will be responsible to provide the appropriate clothing at their own expense.
- 23.03** Part-time employees shall be provided an allowance of \$425.
- 23.04** In order to claim this annual allowance, an employee must be actively at work. Employees who would otherwise qualify but are temporarily absent from the workplace shall receive the allowance upon return to work with the provision the employee was actively at work for some portion of the year for which the allowance is being paid.
- 23.05** Receipts for such purposes must be provided to Corporate Services by November 30th of each year. It is understood that should receipts not be received by November 30th of each year, the annual allowance will be reported as taxable income.

ARTICLE 24 – FIRST AID KITS

- 24.01** 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.
- 24.02** A member of the Union, in conjunction with the superintendent, will check first aid kits monthly.
- 24.03** 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 25 – SAFETY AND HEALTH

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

- 25.02** A Safety & Health Committee shall be established and composed of three (3) representatives appointed by the Employer and three (3) representatives of the Union. This Committee shall periodically meet to review safety and health matters that may arise.
- 25.03** All employees are required to wear protective apparel where determined necessary by supervisory staff and any applicable legislation.
- 25.04** Employees failing to follow safety rules and regulations may be subject to disciplinary action.

ARTICLE 26 – LONG SERVICE PAY

26.01 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 – PAY AND TRANSPORTATION FOR INJURED EMPLOYEES

- 27.01** 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 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.
- 27.02** 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 28 – GENERAL

28.01 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.

28.02 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 successfully. 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.
- d) The Employer will reimburse the employee the costs associated with maintaining the AZ/DZ license including testing and mandatory medical examinations.
- e) The Employer agrees to pay a premium of \$1.50 per hour to employees who are engaged in directed on-the-job training of other employees. Employees engaged in direct on the job training of other employees related to heavy equipment, as assigned by supervisor, shall be paid a premium of five dollars (\$5.00) per hour. The requirements for what constitute training time and when it is assigned shall be determined by the Employer.
- f) 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 \$3.50 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.

28.03 Complex Membership – Employer to pay fifty percent (50%) of fees to employees only.

ARTICLE 29 – TERM OF AGREEMENT

29.01 The Agreement shall be binding and remain in effect from January 1, 2025 to December 31, 2027 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.


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

29.03 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.


29.04 An employee who has served his/her employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries, or other perquisites.

Signed electronically this ____ day of _____, 2025.


For the Union



Peter Gietz (2025-04-28 12:24 EDT)



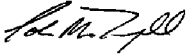
Patrick Langouin (2025-04-30 09:34 EDT)




Sébastien Duchesne (2025-04-25 16:18 EDT)




Omer Lavergne (2025-04-29 07:54 EDT)



For the Employer



Alisa Craddock (2025-04-30 09:03 EDT)



Jay Barbeau (2025-04-29 09:18 EDT)

SCHEDULE "A" – WAGE RATES AND CLASSIFICATIONS

Board of Works Selection	Jan 1, 2025 3.50%	Jan 1, 2027 3.00%	Jan 1, 2026 3.00%
Community Services	\$32.40	\$33.37	\$34.37
Fleet Technician	\$35.12	\$36.17	\$37.26
Fleet Mechanic	\$35.12	\$36.17	\$37.26
Operator Distribution/Collection	\$32.94	\$33.93	\$34.95
Grader Operator	\$32.40	\$33.37	\$34.37
Handyman "A"	\$32.40	\$33.37	\$34.37
Janitor	\$32.40	\$33.37	\$34.37
Labourer	\$30.36	\$31.27	\$32.21
Landfill Site Worker	\$30.36	\$31.27	\$32.21
Sub-foreman	\$37.85	\$38.99	\$40.16
Foreman	\$41.21	\$42.45	\$43.72

The Employer agrees that employees who possess a Class AZ driver’s license will be paid a premium of 30¢ per hour. It is agreed and understood that the Employer’s obligation to pay this Class AZ driver’s license premium will be limited to the eight most senior qualified employees.

The premium pay of both Class AZ drivers’ license and trade workers will be effective on the date of ratification.

Administration	Jan 1, 2024 2.75%	Jan 1, 2025 3.50%	Jan 1, 2027 3.00%	Jan 1, 2026 3.00%
Clerk 1	\$34.57	\$35.78	\$36.85	\$37.96
Clerk 2	\$32.23	\$33.36	\$34.36	\$35.39
Clerk 3	\$29.86	\$30.91	\$31.84	\$32.80
Clerk 4	\$27.54	\$28.50	\$29.36	\$30.24
Clerk 5	\$25.16	\$26.04	\$26.82	\$27.62
Clerk 6	\$22.82	\$23.62	\$24.33	\$25.06
Senior Clerk	\$39.83	\$41.22	\$42.46	\$43.73

ADMINISTRATION SECTION

All new full-time employees start at Clerk 3 and will be eligible to go to Clerk 2 after the probation period and progress after twelve months of employment, based on satisfactory performance as outlined in their respective annual evaluation.

All part-time employees will start at Clerk 6 and progress to the next step after twelve months of employment based on satisfactory performance, as outlined in their yearly evaluation.

Water and wastewater certification – employees to receive the same premium as employees in the Water and Sewer Department (currently \$0.30).

LETTER OF COMMITMENT

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING
(Hereinafter called the "Employer")
OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 535
(Hereinafter called the "Union")
OF THE SECOND PART

As part of the terms of Settlement for the Collective Agreement between the Municipality of West Nipissing and Canadian Union of Public Employees Local 535, the parties commit themselves to the following:


ENGAGING THE SERVICES OF NON-EMPLOYEES


Notwithstanding the provisions of *Article 3.02*, the parties agree that the practice of engaging the services of non-employees to perform work of the bargaining union shall continue to the extent currently done, such as grass cutting along roads, grading of roads, street sweeping, sewer flushing, ditching, snow plowing, sanding, snow removal, and garage collection.


Signed electronically this ___ day of _____, 2025.

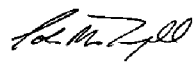
For the Union


Peter Gietz (2025-04-28 12:24 EDT)



Patrick Langevin (2025-04-30 09:34 EDT)



Sébastien Dumont (2025-04-25 16:18 EDT)


Omer Lavergne (2025-04-29 07:54 EDT)



For the Employer


Alisa Craddock (2025-04-30 09:03 EDT)


Jay Barbeau (2025-04-29 09:18 EDT)

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING
(Hereinafter called the "Employer")
OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 535
(Hereinafter called the "Union")
OF THE SECOND PART

RE: Winter Control

1. The period of winter control program will be November 1 to March 31 of each year.
2. Unless otherwise provided, the regular hours of operation for winter control will be 7:30 a.m. to 4:00 p.m., five (5) days per week, Monday to Friday with one-half hour unpaid lunch. Employees will not be scheduled to work more than thirty-six (36) hours per week within these time frames.
3. In the event the services of winter control personnel are required prior to 7:30 a.m., the Municipality may notify such employee of their requirement to report for work before the commencement of their regular shift. In such cases, the start of a shift may commence up to 4 a.m. and the affected employees will be paid straight time wages for the first 8 hours of operation from Monday to Friday up to 36 hours per week. Under these circumstances, where an employee is called into work earlier than their normal start time, such employee will be eligible for a twenty (20) minute paid lunch to be taken en route. When an employee works more than eight (8) hours from Monday to Friday, all time after eight (8) hours in one day or after thirty-six (36) hours in a week will be paid at the overtime rate of time and one-half (1 ½). In addition to regular wages, shift premiums will be paid as follows:
 - i) A flat fee of twenty (\$20) dollars will apply to hours worked between 4:00 a.m. and 7:30 a.m.
4. In cases where employees are required to report to work prior to 4 a.m., all time prior to the commencement of the normal starting time of 7:30 a.m. will be compensated at the overtime rate of time and one-half (1 ½) after which straight time hours worked during the normal shift.
5. Part-time employees will be eligible for overtime, only in cases where full-time staff is not available.
6. Prior to the commencement of the winter control season, both parties agree (if needed) to meet to modify, amend or revisit this agreement. The parties agree to work together in establishing this process.


7. The terms of this agreement will remain in place until the parties mutually agree to make modifications.


8. For the purpose of this Letter of Understanding, the provisions of Article 18.05 shall apply.

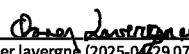
Signed electronically this ____ day of _____, 2025.

For the Union


Peter Gietz (2025-04-28 12:24 EDT)



Patrick Langevin (2025-04-30 09:34 EDT)

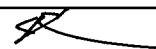

Sébastien Duchesne (2025-04-25 16:18 EDT)


Omer Lavergne (2025-04-29 07:54 EDT)



For the Employer


Alisa Craddock (2025-04-30 09:03 EDT)


Jay Barbeau (2025-04-29 09:18 EDT)

LETTER OF UNDERSTANDING

BETWEEN :

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

(Hereinafter called the "Employer")
OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 535

(Hereinafter called the "Union")
OF THE SECOND PART


RE: Spring Control

1. Spring maintenance relates to the scheduled application of mechanical street sweeping, calcium spreading and thawing storm drains activities on municipal roads between April 1 and June 30 of each year.
2. Unless otherwise provided, the regular hours of operation for spring maintenance will be 7:30 a.m. to 4:00 p.m., five (5) days per week, Monday to Friday with one-half hour unpaid lunch. Employees will not be scheduled to work more than thirty-six (36) hours per week within these time frames.
3. In the event the services of spring maintenance personnel are required prior to 7:30 a.m., the Municipality may notify such employee of their requirement to report for work before the commencement of their regular shift. In such cases, the start of a shift may commence up to 4 a.m. and the affected employees will be paid straight time wages for the first eight hours of operation from Monday to Friday up to thirty-six (36) hours per week. Under these circumstances, where an employee is called into work earlier than their normal start time, such employee will be eligible for a twenty (20) minute paid lunch to be taken en route. When an employee works more than eight (8) hours from Monday to Friday, all time after eight hours in one day or after thirty-six (36) hours in a week will be paid the overtime rate of time and one-half (1 ½). In addition to regular wages, shift premiums will be paid as follows:
 - i) A flat fee of twenty (\$20) dollars will apply to hours worked between 4:00 a.m. and 7:30 a.m.
4. In cases where employees are required to report to work prior to 4 a.m. all time prior to the commencement of the normal starting time of 7:30 a.m. will be compensated at the overtime rate of time and one-half (1 ½) after which straight time hours worked during the normal shift.
5. Part-time employees will be eligible for overtime, only in cases where full-time staff is not available.

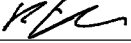
6. Prior to the commencement of the spring maintenance season, both parties agree (if needed) to meet to modify, amend or revisit this agreement. The parties agree to work together in establishing this process.
7. The terms of this agreement will remain in place until the parties mutually agree to make modifications.
8. For the purpose of this Letter of Understanding, the provision of Article 18.05 shall apply.

Signed electronically this ____ day of _____, 2025.


For the Union



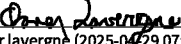
 Peter Gietz (2025-04-28 12:24 EDT)



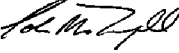
 Patrick Langevin (2025-04-30 09:34 EDT)




 Sébastien Michet (2025-04-25 16:18 EDT)




 omer lavergne (2025-04-29 07:54 EDT)



For the Employer



 Alisa Craddock (2025-04-30 09:03 EDT)



 Jay Barbeau (2025-04-29 09:18 EDT)

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING
(hereinafter called the "Employer")
OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 535
(hereinafter called the "Union")
OF THE SECOND PART

RE: Scope and Recognition – Senior Clerk – Sewer and Water


The parties agree to enter into a Letter of Understanding with the Employer that will permit the Senior Clerk Sewer and Water employee from Local 535-02 to perform work normally performed by members of CUPE Local 535-01.


This agreement shall not result in a reduction in hours for the Senior Clerk – Sewer and Water nor a reduction in hours for full-time administrative employees in the 535-01 Bargaining Unit.


Should the Union feel this agreement is being abused, the parties shall meet within 10 days of a written request by the Union. Should the parties be unable to resolve the matter to the satisfaction of the Union, this LOU will be discontinued within 90 days.

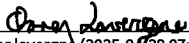
Signed electronically this ____ day of _____, 2025.

For the Union

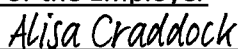

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