



West Nipissing Ouest

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

COLLECTIVE AGREEMENT

between

**MUNICIPALITY OF WEST NIPISSING
(WATER & SEWER)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND
ITS LOCAL 535-02, C.L.C.**

January 1, 2019

to

December 31, 2021

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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 that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

Now, therefore, the parties agree as follows:

ARTICLE 2 - EMPLOYER RIGHTS

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

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

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

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

ARTICLE 3 - RECOGNITION AND SCOPE

3.01 (a) The Employer recognizes the Canadian Union of Public Employees and its Local 535 as the sole and exclusive collective bargaining agent for all of its employees save and except the Chief Administrative Officer, Director of Corporate Services, Manager of Water and Waste Water Operations, Manager of Ancillary Services and any other position included or excluded under other existing collective agreements and hereby consents and agrees to negotiate with the Union, or any of its authorized

committees concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

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

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

A part-time employee may work more than twenty-four (24) hours per week to cover for temporary absences due to illness, compensable or non-compensable injury, vacations, and leaves of absence and still retain part-time status. The posting procedure of the Collective Agreement shall apply for all vacancies expected to extend beyond twenty (20) working days.

- 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.
- 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 membership or activity in the Union or any other reason or any other prohibition under the *Ontario Human Rights Code*.

ARTICLE 5 - UNION SECURITY

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

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

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

ARTICLE 6 - CORRESPONDENCE

- 6.01** All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the 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 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. 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 Chairpersons shall be responsible for making recommendations to their respective principals regarding the issues discussed by the Committee. Decisions of the Committee shall not be binding upon the Employer or the Union. The Union Representatives on the Committee shall not suffer a loss of pay for attending at the Committee meetings jointly attended by the Parties.

ARTICLE 8 - PROBATIONARY EMPLOYEES

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

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

The Employer shall provide a letter to the employee and to the Union advising that the employee has successfully completed his/her probation. 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 (5) 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** 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.
- 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. Seniority shall operate on a bargaining unit-wide basis. The seniority will be determined under one list for both full-time and part-time employees.

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 to 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).

-1664 hours for a part-time employee working in a job classification where the normal hours of work are thirty-two (32).

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.

Both parties recognize:

- a)** The principle of promotion within the service of the Municipality, and;
- b)** That job opportunity should increase in proportion to length of service and qualifications.
- c)** In making staff changes, the Employer agrees to observe the seniority of employees in situations of lay-off and recalls provided that the employees have the relevant skill, ability and qualifications required to perform the job. In such situations, where more than one (1) employee is qualified for the job, then seniority shall govern.
- d)** 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.

- e) 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. Seniority rights shall cease, and employment will be terminated for any of the following reasons:
- 1) The employee is discharged for just cause and is not reinstated.
 - 2) The employee resigns, and a record of employment has been issued.
 - 3) The employee is laid off for a continuous period exceeding twenty-four (24) months calculated from the last date at work.
 - 4) The employee is absent without reasonable explanation for any period in excess of five (5) consecutive working days.
 - 5) The employee fails to report to work within ten (10) working days after having been recalled from a layoff. 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.

10.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Secretary of the Union and posted on all bulletin boards during the month of January of each year.

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

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

10.05

- 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 full coverage to the Group Insurance Plans in *Article 21* for the employees laid off from the first to and including the third month following the date of lay-off. In the event of a longer lay-off, employees so affected will be given the right to continue this coverage at the employee's cost, through direct payments to a maximum of twenty-four (24) months.

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

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect stewards, whose duties shall be to assist any employee whom steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure.

11.02 All grievances shall be in writing and all replies to all steps shall also be in writing.

11.03 An employee grievance must be signed by the aggrieved employee and his or her section steward or designate. A policy grievance must be signed by the President of the Union local.

11.04 The Union shall notify the Employer in writing of the names 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.

11.05 The Union understands and agrees that each steward is employed to perform work for the Employer and that he 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 his supervisor, which decision shall be given within an hour.

11.06 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

11.07 It is understood that an employee has no grievance until the employee has given his or her immediate supervisor outside the bargaining unit an opportunity to adjust the complaint. In discussing the complaint, the employee may be accompanied by a steward. The supervisor shall provide a verbal response within three (3) working days,

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

STEP 1 The aggrieved employee shall submit the grievance to his 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 all 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.

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

(b) Where a group involving a group of employees (generally referred to as group grievance) Step 2 of this Article may be bypassed.

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

- 11.11** In the event the section steward is unavailable, another steward may make the representations on behalf of the employee.
- 11.12** For the purposes of this Article “working days” shall be defined as Monday to Friday, exclusive of Saturday and Sunday and the paid holidays outlined in *Article 16* of this Agreement.

ARTICLE 12 – ARBITRATION

- 12.01 (a)** When either party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of this appointee to the Arbitration Board. The two nominees shall then meet to select an impartial chairman. 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 any 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. The other provisions referred to Arbitration Board shall appropriately apply.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 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

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.

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 or her Collective Agreement.

13.03

a) Leave of absence 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 a 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 and spring burial) 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 grandchildren.

b) An employee shall be granted five (5) regular scheduled days leave (intent is to include cremation and spring burial) without loss of salary or wages following the date of death of an employee's spouse, 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 (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, nephew.
- e) It is understood that bereavement leave must include the day of the funeral.

13.05 Pregnancy and Parental Leave

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

13.06 Jury or Witness Duty

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

ARTICLE 14 - JOB POSTING

- 14.01 (a) 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.
- (b) 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 the Secretary and President of Local 535 in writing of the changes.

14.06 The successful applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory performance the employee will be confirmed in the position following the three (3) month trial period. In the event 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 the 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 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.

14.10 The parties agree that the terms of this agreement are consistent with and completely comply with the terms of the Pay Equity Legislation, and furthermore the parties agree that Pay Equity has been achieved and maintained under this Agreement.

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) 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 schedule 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 May 1 of any year. The Employer shall provide vacation request approval no later than May 31. For vacation requests received after May 1, employees will be notified within three (3) weeks after submitting their request.

15.05 Employees are allowed to bank and carryover a total of fifteen (15) days of holiday time, time-in-lieu or overtime from one year to the next. Notwithstanding the above, the Employer

will look at any request for extended vacation request on an individual basis and such requests shall not be unreasonably denied.

15.06 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be reinstated for use at a later date. Where an employee is sick, he shall provide a doctor's certificate in accordance with *Article 20.09*.

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
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>Holidays</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	Monday following
Boxing Day	Saturday	Monday following
Boxing Day	Sunday	Monday following
Boxing Day	Monday	Tuesday following

ARTICLE 17 - HOURS OF WORK

17.01 (a)

- i) The regular hours of work for Water & Waste Water Treatment Plant section employees normally working Monday to Friday shall be thirty-six (36) hours per week. The normal workweek shall consist of four (4) normal workdays Monday through Thursday, and one-half (1/2) day on Friday, with Friday afternoon off. The normal workday shall not commence before 7:30 a.m. nor finish later than 4:00 p.m.

No eight-hour day shall be spread over a period longer than eight and one half (8.5) hours with one half hour (1/2) off for lunch between 11:30 a.m. and 12:30 p.m.

It is agreed and understood that when an employee is on stand-by on Friday afternoons he will be permitted to leave the workplace. In the event the employee is called back to work on Friday afternoon he will be granted four (4) hours off with pay at a mutually agreeable time during the same or subsequent pay period in lieu of payment for call back. Should the call back exceed 4 hours, any additional hours will be paid at time and one half.

- ii) The regular hours of work for Administration section employees normally working Monday to Friday shall be thirty-two (32) 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.
- iii) Overtime rates shall be applicable for all hours worked beyond daily and weekly hours as outlined in i) and ii) above.

(b) Part-time employees will be scheduled to work as required.

17.02 The hours and days of work of Water & Sewage Treatment Plant Operators 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 schedule 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 workday, the normal workweek, or on a holiday, shall be considered as overtime. The employer will 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.

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 full-time employees before part-time 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 are considered.

(c) It is also agreed and understood that an employee who is required to work beyond and continuous 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.

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 percent (20%) over and above his regular rate of pay.

18.08 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.

18.09 Standby Duty

- a) Standby Duty shall be scheduled on a weekly basis and equalized among employees required to perform standby duties. Employees shall be entitled to change their standby week subject to the employee's immediate supervisor's approval of any change in personnel and a record of this change kept in writing.
- b) Employees on standby and taking trouble calls shall receive one day off with pay for each week of standby duty. If a statutory holiday(s) falls during the week of standby duty, an employee on standby duty shall receive an additional day(s) off for each such statutory holiday. In addition, employees taking trouble calls shall be paid overtime in accordance with the provisions of the Collective Agreement. The employee shall be entitled to take the day(s) off at a time selected by the employee, subject to prior consultation with his immediate supervisor.
- c) Employees on standby and taking trouble calls shall have access to the pick-up truck for the entire week while on standby.

18.10 Where an employee is scheduled for planned overtime work, he/she will be given forty-eight (48) hours' notice. Planned overtime is defined as work that ought to have been reasonably known to the Employer prior to the forty-eight (48) hour notice.

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 fifty cents (50¢) 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 sixty cents (60¢) 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. Water & Waste Water Treatment Plant employees shall receive an additional \$1.00 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 and one half (1½) day's sick leave for every month of regular attendance at work.

20.02 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 four and one half (4½) days sick leave allowance and be credited with one and one-half (1½) days each month thereafter.

- 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 once an employee has been absent from work for a period of four (4) continuous months.
- 20.05** A statement of accumulated sick leave credits will be issued to each employee by no later than July 1 of each year.
- 20.06** On the 1st of December of each year, the Employer will disburse (show as income) to the employee from its accumulated sick leave credits, a gross amount which after tax will be equivalent (or close thereof) to the yearly value of the Long-Term Disability premiums. Also, the Employer will deduct the Long-Term Disability premiums for the year. It is understood that the said premiums are submitted and paid to the insurance carrier on a monthly basis, on behalf of the employee.
- 20.07** On December 1 of each year, the Employer will calculate the cash value of fifty percent (50%) of each employee's remaining unused sick leave. The Employer will then advise each employee of the cash value of the unused sick leave and other information as set out in the "Cash Value Worksheet" attached hereto and forming a part of this Agreement as *Schedule "B"*.
- 20.08** The employee will make one of the following choices and will advise the Employer of the choice by no later than five (5) working days following the date of issuance of the "*Cash Value Worksheet*":
- 1) Request full or partial payment of the cash value.
 - 2) Request that the cash value be banked for future use as a supplement to the Short Term Salary Continuation benefit described in 21.02.
 - 3) Request that the money be banked for time off in lieu during the next calendar year. Such time off shall be scheduled at the sole discretion of the Employer.
- 20.09** When an employee is absent from work for three (3) or more continuous workdays, the employee will 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.
- 20.10** In the event of the death of an employee, the beneficiary as shown on the Group Life Insurance record or the employee's estate shall be paid one hundred (100%) of the number of days accumulated sick leave standing to the employee's credit. The rate of pay shall be based on the employee's current annual salary.

ARTICLE 21 - EMPLOYEE BENEFITS

- 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 at \$300 maximum benefit, which includes the cost of eye examinations every twenty-four (24) months; \$300 maximum benefit, which includes the cost of eye examinations every 18-month period for dependents to age eighteen (18) years (or equivalent). Effective January 1, 2020, the maximum benefit will increase to \$350.00.

Group Life Insurance - \$40,000. Effective January 1, 2020, 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.

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.

Dependents shall include dependants up to 25 years of age providing dependent is enrolled in a recognized education facility. In the case of absence of 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.

Effective January 1, 1996, 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' Safety Insurance Board and his or her regular salary, to a maximum of twelve (12) months.

21.05 All employees shall be covered by the provisions of the *Employment Insurance Act* and

shall make contributions in accordance with the provisions of the Act.

21.06 Benefits – Part-Time Employees – Part-time employees shall be paid an additional 10% added to their regular hourly rate in lieu of receiving benefits only after working more than twenty-four hours in any one week.

21.07 An employee who retires from West Nipissing Water and Sewer between the ages of sixty (60) and sixty-four (64) shall continue to participate in all group benefit plans until he/she attains the age of sixty-five (65).

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

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 payday, each employee shall be provided with an itemized statement of his wages and deductions.

22.02 Should a holiday occur on payday then the preceding day shall be deemed to be payday 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 fifteen dollars (\$15.00) under the following conditions:

- 1) When the employee is required to work for a continuous period of three (3) hours or more immediately following his normal quitting time.
- 2) When the employee is required to work for a continuous period of three (3) hours or more immediately preceding the employee’s normal starting time.
- 3) When the employee is called upon to perform non-scheduled overtime work immediately prior to the employee’s normal starting time on a regular workday and the employee is therefore unable to eat at home before reporting for work.
- 4) When the employee is required by his 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 a meal allowance of fifteen dollars (\$15.00) 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 When lunch is delivered to the Water & Sewage Treatment Plant employees, the Town will pay the expenses for delivery of such lunch.

22.06 The Employer shall pay professional and/or license fees, exam fees for an employee who, as a condition of employment is required to be a member of a professional association or be licensed.

ARTICLE 23 - CLOTHING ALLOWANCE

23.01 The Employer agrees to supply coveralls on a yearly basis and the Employer shall launder same when deemed necessary. The Employer also agrees to supply all employees with raincoats; rubber boots, hats and gloves whenever necessary and such items shall not be used for other than work for the Employer. To receive renewal of same, the employee must return the worn-out article.

The Employer agrees to supply employees who have successfully completed their probationary period and whose job function requires foot protection with a pair of C.S.A approved safety boots, every twelve (12) months and one (1) pair of C.S.A. approved winter boots every three (3) years, quality to be approved at Labour-Management Committee. For safety purposes, employees must wear safety boots at work where required.

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 two (2) representatives appointed by the Employer and two (2) 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 his 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

This 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-rata 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 the remainder of the shift at the employee's regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

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.

28.03 Complex Membership

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

ARTICLE 29 - TERM OF AGREEMENT

29.01 This Agreement shall be binding and remain in effect from January 1, 2019 to December 31, 2021 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.


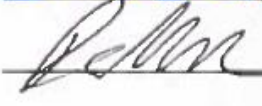
29.03 If notice that amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within twenty (20) days of the giving of such notice, if requested to do so.

Dated at 11:30am, Ontario this 9 day of August 2019.

FOR MUNICIPALITY OF WEST
NIPISSING (WATER & SEWER)

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



SCHEDULE “A” – WAGE RATES & CLASSIFICATIONS

Job Classification	1/1/2019 <i>without licences</i> 2.00%	1/1/2020 <i>without licences</i> 1.75%	1/1/2021 <i>without licences</i> 1.75%
Clerk Receptionist	\$29.35	\$29.86	\$30.38
HR/Accounts Receivable	\$30.64	\$31.18	\$31.72
Part-time clerk	\$29.35	\$29.86	\$30.38
Senior Water & Sewer Clerk	\$35.48	\$36.10	\$36.73
Sewage Plant Chief Operator	\$33.48	\$34.06	\$34.66
Sewage Plant Operator	\$30.02	\$30.54	\$31.08
Water Plant Chief Operator	\$33.48	\$34.06	\$34.66
Water Plant Operator	\$30.02	\$30.54	\$31.08

*Water & Waste Water Treatment Plant employees shall receive a premium of twenty (\$0.20) cents per hour in addition to their regular wage rate for each level of certification and/or licensing attained.

Additional Information:

1. Water & Wastewater Treatment Plan employees shall receive a premium of twenty (\$0.20) cents per hour in addition to their regular wage rate for each level of certification and/or licensing attained.

ADMINISTRATION SECTION

All new full-time employees will 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 3 and progress on to the next step after twelve months of employment based on satisfactory performance, as outlined in their yearly evaluation

Administration Clerk 1 - maximum of classification
 Clerk 2 - 97% of maximum of classification
 Clerk 3 - 94% of maximum of classification

SCHEDULE "B" - CASH VALUE WORKSHEET

AS PER SICK LEAVE POLICY

<p>Employee #:</p> <p>Employee name:</p> <p>as of Nov. 30th: hourly rate:</p> <p>daily rate:</p> <p>Cash Banked bal. forward:</p> <p>Short term requirement: (See calculation method below)</p> <p>Current Earned Days:</p> <p>Less Days Used:</p> <p>Net Days Credited:</p> <p>Less Long Term Cost:</p> <p><u>Net Current Cash Available:</u></p> <p>Converted cash value at 50%:</p> <p><u>Converted Time-Day value at 50%:</u></p> <p>This section to be completed after employee made choices:</p> <p>Adjustments: Options "A": Options "B": Options "C":</p> <p>Cash closing balance</p> <p>Note: First 14 calendar days - <u>employee's</u> responsibility from banked. Between 15th and 120th day <u>employer</u> 2/3 <u>employee</u> 1/3 (119) less 14 equals 105 days div. 7 = 15 wks X 5= 75 work days Sick leave credit = 1.5 d.p.m. or 18 days per year.</p>	<p>Employee's choice of options:</p> <p>Option "A" Amount:</p> <p>Option "B" Amount:</p> <p>Option "C" Days of = #:</p> <p>Employee's signature:</p> <p>Date:</p> <p>Holidays:</p> <p>Days earned :</p> <p>Days taken:</p> <p>Balance:</p> <p>Employee can choose any combination of options</p> <p>Option "A" request payment - cash value Option "B" cash value banked - future use Option "C" time value banked for next year vacation</p>
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LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING SEWER AND WATER

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

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 535-2
(hereinafter called the "Union")
OF THE SECOND PART

RE: Scope and Recognition

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

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.

Dated at 11:30 Am, Ontario this 9 day of August 2019.

FOR MUNICIPALITY OF WEST
NIPISSING (WATER & SEWER)

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

