

COLLECTIVE AGREEMENT

between

**WEST NIPISSING ENERGY SERVICES LTD.
MUNICIPALITY OF WEST NIPISSING
(WATER & SEWER)**

and

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

January 1, 2004
to
December 31, 2006

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - EMPLOYER RIGHTS	2
ARTICLE 3 - RECOGNITION AND SCOPE.....	2
ARTICLE 4 - NO DISCRIMINATION.....	3
ARTICLE 5 - UNION SECURITY.....	3
ARTICLE 6 - CORRESPONDENCE.....	4
ARTICLE 7 - REPRESENTATION AND INFORMATION	4
ARTICLE 8 - PROBATIONARY EMPLOYEES.....	4
ARTICLE 9 - DISCIPLINE.....	5
ARTICLE 10 - SENIORITY.....	6
ARTICLE 11 - GRIEVANCE PROCEDURE	7
ARTICLE 12 - ARBITRATION	9
ARTICLE 13 - LEAVE OF ABSENCE.....	10
ARTICLE 14 - JOB POSTING	11
ARTICLE 15 - VACATIONS.....	12
ARTICLE 16 - LIST OF HOLIDAYS	14
ARTICLE 17 - HOURS OF WORK.....	15
ARTICLE 18 - OVERTIME.....	15
ARTICLE 19 - SHIFT WORK.....	17
ARTICLE 20 - SICK PAY ALLOWANCE	17
ARTICLE 21 - EMPLOYEE BENEFITS	19
ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES.....	20
ARTICLE 23 - CLOTHING ALLOWANCE	21

ARTICLE 24 - FIRST AID KITS	21
ARTICLE 25 - SAFETY AND HEALTH	22
ARTICLE 26 - LONG SERVICE PAY	22
ARTICLE 27 - PAY AND TRANSPORTATION FOR INJURED EMPLOYEES	22
ARTICLE 28- GENERAL	23
ARTICLE 29 - TERM OF AGREEMENT	23
SCHEDULE "A" - WAGE RATES & CLASSIFICATIONS	25
SCHEDULE "B" - CASH VALUE WORKSHEET	27

THIS AGREEMENT made and entered into this day of , 2004

BETWEEN:

**THE WEST NIPISSING ENERGY SERVICES LTD.
MUNICIPALITY OF WEST NIPISSING
(WATER & SEWER)**

(hereinafter called the “Employer”)

OF THE FIRST PART,

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 535, C.L.C.**

(hereinafter called the “Union”)

OF THE SECOND PART.

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 Executive Director; and the Superintendent of Operations, 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 regular 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 or age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence nor by reason of his membership or activity in the Union or any other reason.

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 Executive Director of the Employer and the Secretary of the Union or their designates.

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 Appropriate Manager (Executive Director or C.A.O.) 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.

ARTICLE 8 - PROBATIONARY EMPLOYEES

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

of termination.

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

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

ARTICLE 9 - DISCIPLINE

- 9.01** Whenever the Employer deems it necessary to censure an employee covered by the terms of the Collective Agreement in a manner indicating that termination of employment may follow in the event of a further occurrence or that termination of employment may follow if the employee fails to meet the required work standard by a given date, the Employer shall give written details of the censure to the employee. A copy of the written confirmation of censure shall be forwarded to the Secretary of the Union or designate within five (5) days thereafter.
- 9.02** An employee who has completed his three (3) months 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 of the Union 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** Should the parties agree after an investigation that an employee has been unjustly disciplined, suspended or discharged, such employee shall be immediately reinstated in the employee's former classification, without loss of seniority and shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such disciplinary action, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties.
- 9.06** An employee shall have the right to obtain copies of any material contained in his/her personnel record.
- 9.07** Any notice of disciplinary action shall be disregarded after a period of twenty-four (24)

consecutive months, provided that no further disciplinary action has been recorded.

ARTICLE 10 - SENIORITY

10.01 Seniority is defined as the length of service in the Bargaining unit from 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:

- 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.

Therefore, 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, efficiency 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.

In all cases of promotions, demotions, transfers and recalls, seniority shall be the governing factor provided the senior employee is qualified and competent 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 date at work.
- d) The employee is absent without reasonable explanation for any period in excess of five (5) consecutive working days.

Seniority shall operate on a bargaining unit-wide basis.

The Employer shall, wherever practicable, provide in-house training for employees or

training opportunities for employees to improve their chances for advancement, in accordance with the Municipality's Training Policy.

- 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 Executive Director 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) 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.
- (b) The parties agree that any reduction in hours of work as per *Article 17.01(a)* or the loss of any jobs constitutes a lay-off under this Agreement. All relevant provisions of this Collective Agreement regarding lay-off shall apply.
- 10.06** Any lay-off will be administered in accordance with the provisions of the *Employment Standards Act*.
- 10.07** 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, employee's 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.
- 10.08** Grievances concerning lay-offs due to a reduction in the working force shall be initiated at Step 2 of the grievance procedure.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01** In order to provide an orderly and speedy procedure for the settling of grievances, the

Employer acknowledges the right of the Union to appoint or elect stewards, whose duties shall be to assist any employee which the steward represents in preparing and presenting his grievance in accordance with the grievance procedure.

11.02 The Union shall notify the Employer in writing of the names of each steward and the department he represents and the Chief Steward, before the Employer shall be required to recognize him. The stewards so selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen. The departments covered by each steward shall be as follows: Hydro Section, Water and Wastewater Treatment Plant Section and Administration Section. One (1) steward will be appointed by the Union as Chief Steward.

11.03 The Union understands and agrees that each steward is employed to perform full time work for the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no steward shall leave his work without obtaining the permission of his supervisor, which decision shall be given within an hour.

11.04 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.

11.05 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.

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

Step 1 - The aggrieved employee shall submit the grievance to his section steward.

Step 2 - If the section steward considers the grievance to be justified, the employee concerned together with his section steward shall first seek to settle the dispute with the Supervisor concerned.

Step 3 - Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the employee concerned together with the Chief Steward will submit to the Department Head concerned, a written statement of the particulars of the complaint and the redress sought. The Department Head shall render his decision within four (4) working days after receipt of such notice.

Step 4 - Failing settlement being reached in Step 3, the employee concerned, together with the Grievance Committee shall submit the matter to the

Executive Director who shall render his decision within five (5) working days after receipt of such notice.

Step 5 - Failing a satisfactory settlement being reached in Step 4, the Union may on giving five (5) days notice in writing to the Employer of its intention, refer the dispute to Arbitration.

11.07 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1, 2 and 3 of this Article may be by-passed.

11.08 Replies to grievances shall be in writing at all stages.

11.09 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.

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

ARTICLE 12 - ARBITRATION

12.01 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.

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 within ten (10) days from the time the chairman is appointed.

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

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

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

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) All vacancies and newly created, including temporary vacancies over twenty (20) working days which the Employer intends to fill within the coverage of this Agreement shall be posted for a minimum period of five (5) working days, during which time employees will have an opportunity to apply for such positions before temporary or non-employees are considered.
- (b) The posting procedure of the Collective Agreement shall apply for all vacancies expected to extend beyond twenty (20) working days.

14.02 The posting period shall begin within ten (10) working days of the date the vacancy occurs and the notice will be re-posted after a selection period of ten (10) working days following the removal of the notice or posting for a five (5) day period naming the successful applicant if any.

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. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.
- 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 Union shall be notified of all appointments, hirings, lay offs, transfers, recalls and terminations of employment.
- 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 If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation with pay for each holiday in addition to his regular vacation time.

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.

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. (Effective, December 31, 2002.)

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	Good Friday
Easter Monday	Victoria Day	Dominion Day
Civic Holiday	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

and any other day proclaimed by the Dominion, provincial or municipal government

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

<u>Holidays</u>	<u>Falling On</u>	<u>Day Off with Pay</u>
New Year’s Day	Saturday	Friday preceding
New Year’s Day	Sunday	Monday following
Dominion Day	Saturday	Monday following
Dominion 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

* (If during an election Year, preceding Friday)

ARTICLE 17 - HOURS OF WORK

17.01

- (a) i) The normal workweek for all Hydro Section employees shall consist of five (5) eight-hour days from Monday to Friday inclusive for a total of forty (40) hours per week. The normal workday shall not commence before 7:30 a.m. nor finish later than 4:30 p.m. No eight-hour day shall be spread over a period longer than nine (9) hours with one hour off for lunch between 12:00 noon and 1:00 p.m. Except shift employees, the hours of work shall be from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m.
- ii) 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 4:30 p.m. No eight-hour day shall be spread over a period longer than nine (9) hours with one hour off for lunch between 12:00 noon and 1:00 p.m.
- iii) The regular hours of work for Administration section employees normally working Monday to Friday shall be thirty-two (32) 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. On Friday, the workday shall be from 8:30 a.m. to 12 noon. It is agreed however, that on Wednesdays, salaried employees normally working Monday to Friday shall have a one-half hour lunch break and shall work the additional one-half (1/2) hour.
- iv) Overtime rates shall be applicable for all hours worked beyond daily and weekly hours as outlined in i), ii) and iii) 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.

ARTICLE 18 - OVERTIME

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

18.02

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

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

(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 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.

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

18.07 Where employees are called home or for planned work, they shall be entitled to double time for the first two (2) hours of work and same will not be applicable to work performed between the hours of 7 a.m. to 8 a.m., Monday to Friday inclusive, where said hour(s) shall be payable at the rate of time and one half.

18.08 When the employees relieve in a position of higher rating within the bargaining unit, he will receive the rate for the position he is relieving for the full period he is so employed. When an employee is detailed to relieve in a position outside the bargaining unit, the

employee shall be entitled to an additional twenty percent (20%) over and above his regular rate of pay.

18.09 Standby Duty

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.

18.10 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.

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 Effective April 2,1989

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

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 taken 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.
- 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 fifty percent (50%) 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 \$200.00 maximum benefit every 24-month period and \$200 maximum benefit every 18-month period for dependents to age eighteen (18)years (or equivalent)

Group Life Insurance - \$40,000

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. While an employee is covered by his or her spouse’s plans, or if the employee is not required to pay premiums because of age, the employee shall be credited with an amount equal to the Employer’s share of the family rate.

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 *Unemployment 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 Energy Services Ltd. and West Nipissing Public Utilities Ltd. 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 sex.

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.

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 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

- (a) 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.
- (b) The Employer agrees to supply on a yearly basis one pair of coveralls for each employee.

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

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 The Employer agrees that employees shall not be required to deliver consumer cut-off notices.

28.03 The Employer agrees to provide each employee (except office staff) with one (1) pair of safety boots per year.

28.04 Employees on standby and taking trouble calls shall have access to the pick-up truck for the entire week which on standby.

28.05 Courses

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 to the employee.

28.06 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, 2004 to December 31, 2006, 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.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this day of _____ 2004.

FOR THE WEST NIPISSING ENERGY SERVICES
LTD. MUNICIPALITY OF WEST NIPISSING
(WATER & SEWER)

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

SCHEDULE "A" - WAGE RATES & CLASSIFICATIONS

HYDRO SECTION - OUTSIDE FORCES / WATER & WASTEWATER TREATMENT

Job Classification	Current	Jan. 1/04	Jan. 1/05	Jan. 1/06
Part-time Clerk	17.31	18.87	20.43	22.00
Clerk Receptionist	21.73	22.00	22.00	22.00
HR/Accounts Receivable	21.73	22.35	22.57	23.00
Water Plant Operator	20.47	21.32	22.27	23.32
Sewage Plant Operator	20.47	21.32	22.27	23.32
Office Supervisor/ Systems Adm.	24.15	24.56	25.17	25.80
Sewage Plant Chief Operator	24.15	24.56	25.17	25.80
Water Plant Chief Operator	24.15	24.90	25.65	26.40
Linesman	24.94	25.69	26.40	26.65
Hydro Sub-foreman	25.50	26.27	27.04	27.58

Additional Information:

Water Plant Operator and Sewage Plant Operator:
Above rates include 4 licenses at \$0.20

Sewage Plant Chief Operator and water Plant Chief Operator:
Above rates include 6 licenses at \$0.20

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.

2. Other classifications to remain in Collective Agreement:

Lineman Learner	Groundman
Labourer	Utility Serviceman (w/c)
Foreman (with certificate)	Foreman (without certificate)

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

***Note: Position of Office Supervisor to be posted after ratification according to terms of Article 14 – Job Posting**

SCHEDULE "B" - CASH VALUE WORKSHEET
AS PER SICK LEAVE POLICY

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

LETTER OF COMMITMENT

BETWEEN:

**WEST NIPISSING ENERGY SERVICES LTD./
MUNICIPALITY OF WEST NIPISSING (WATER & SEWER)
(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 West Nipissing Energy Services Ltd./Municipality of West Nipissing (water & sewer) and Canadian Union of Public Employees Local 535, the parties commit themselves to the following:

- within a month from the signing of this agreement, a Letter of Understanding concerning full-time employees vs. part-time employees will be attached to the collective agreement as previously agreed during negotiations
- within a month from the signing of this agreement, both parties agree to meet and agree on a procedure for the calculation of the vacation pay for the part-time employees. This agreement will be in the form of a letter of understanding that will also be attached to the collective agreement.

Dated at Sturgeon Falls, Ontario this 30th day of September, 2004.

For the Union

For the Employer
