

COLLECTIVE AGREEMENT

by and between

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS

LOCAL 543.7

(hereinafter referred to as the "Union")

AND

SYNAGRO WINDSOR OPERATING, L.P.

(hereinafter referred to as the "Employer")

Effective: June 1, 2023 – May 31, 2026

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE	1
ARTICLE 2 – SCOPE	1
ARTICLE 3 – MANAGEMENT RIGHTS	1
ARTICLE 4 – NO DISCRIMINATION.....	1
ARTICLE 5 – UNION RECOGNITION, DEDUCATION & REMITTANCE OF UNION DUES.....	2
ARTICLE 6 – UNION REPRESENTATION/LABOUR MANAGEMENT.....	2
ARTICLE 7 – CORRESPONDENCE	4
ARTICLE 8 – SENIORITY	4
ARTICLE 9 – DISCIPLINE	5
ARTICLE 10 – GRIEVANCE PROCEDURE.....	5
ARTICLE 11 – ARBITRATION	6
ARTICLE 12 – JOB POSTINGS	6
ARTICLE 13 – LAY OFF AND RECALL	7
ARTICLE 14 – HOURS AND CONDITIONS OF WORK	8
ARTICLE 15 – JOB CLASSIFICATION AND WAGES	8
ARTICLE 16 – OVERTIME	9
ARTICLE 17 – SHIFT PREMIUM	10
ARTICLE 18 – VACATION	10
ARTICLE 19 – PAID HOLIDAYS	11
ARTICLE 20 – PREGNANY/ADOPTION/PARENTAL LEAVES.....	12
ARTICLE 21 – MISCELLANEOUS LEAVES OF ABSENCE.....	12
ARTICLE 22 – UNION LEAVES	13
ARTICLE 23 – EMPLOYEE BENEFITS.....	13
ARTICLE 24 – SICK LEAVE.....	14
ARTICLE 25 – SAFETY	14
ARTICLE 26 – ACCOMMODATED WORK.....	14
ARTICLE 27 – BULLETIN BOARDS.....	14
ARTICLE 28 – TECHNOLOGICAL CHANGE.....	15
ARTICLE 29 – JOB SECURITY	15
ARTICLE 30 – STRIKES AND LOCK-OUTS.....	15
ARTICLE 31 – TERM OF AGREEMENT	15
SCHEDULE A – WAGE SCHEDULE.....	16
SCHEDULE B – BENEFIT SUMMARY	17

ARTICLE 1 – PREAMBLE

1.01 The general purpose of this Agreement is:

- (1) to maintain the existing harmonious relations and settle conditions of employment between the Employer and the Union;
- (2) to encourage efficiency in operation;
- (3) to provide a means for the prompt disposition of grievances;
- (4) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

Therefore, the parties agree as follows:

ARTICLE 2 – SCOPE

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 543.7 as the sole and exclusive bargaining agent authorized to represent all employees of Synagro Windsor Operating, L.P. (“the Employer”) save and except Manager, person above the rank of Manager, office and clerical employees.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes the right of the Employer to hire, direct, classify, transfer, promote, demote, layoff and the right to discipline, suspend or discharge, for just cause any employee subject to provisions in this Agreement expressly governing the exercise of these rights and subject to the right of an employee to lodge a grievance in a manner and to the extent herein provided.
- 3.02 The Union recognizes further the right and duty of the Employer to operate and manage its business in accordance with its obligations, to determine the location of its plants or places of employment, within the county of Essex, the methods, processes and means of performing work, and to make and alter from time to time and enforce reasonable rules and regulations to be observed by employees. It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 (a) the parties hereto agree that the provisions of the Ontario Human Rights Code as amended periodically and the Ontario Labour Relations Act as amended periodically shall apply to all employees.
- (b) The Employer agrees that there shall be no discrimination, interference, restraint or coercion exercised or practiced with respect to any employee or group of employees in the matter of hiring, wage rates, training, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, colour, national origin, sex, sexual orientation, marital status, physical disability, nor by the reason of membership or activity in the Union.

- (c) The Employer and the Union agree that sexual harassment is unacceptable behaviour and it is the responsibility of the Employer to maintain a harassment-free workplace.
- (d) The Employer, Employees and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code and Occupational Health and Safety Act and agree that there shall be no discrimination, restraint, intimidation, harassment or coercion practiced or permitted by the Employer or the Union or any of their representatives against any Employee.

ARTICLE 5 – UNION RECOGNITION, DEDUCTION & REMITTANCE OF UNION DUES

- 5.01 Any employee presently a member of the Union and a member of the Union at the time of signing this Agreement, shall, as a condition of continued employment, remain a member of the Union, and further, any new employees of the Employer working in the categories as defined by this Agreement, shall, as a condition of employment, become a member of the Union upon appointment to the permanent staff.
- 5.02 The word “permanent” refers to employees who have passed their probationary period.
- 5.03 The term “probationary employee” when used in this Agreement refers to personal employed by the Employer within the bargaining under described in Article 5.01 who have not acquired seniority as defined in this Agreement.
- 5.04 The Employer agrees to deduct Union dues and special Union assessment applicable to all members and authorized under the Union’s constitution, from the pay of every employee within the scope of this Agreement, and to transmit the total amount of such deductions to the Financial Secretary of the Union within one week following the month in which such deductions are made. All deductions shall be made proportionately from each pay of the month, commencing in the month next following the date of employment, provided that deductions shall commence in the same month for each employee whose date of employment coincides with the first day of the month.
- 5.05
 - (a) The Employer, as part of its orientation program for new employees, will point out the fact that a Union Agreement is in effect and that Union dues and other assessments will be deducted in accordance with Article 5.04 of the Agreement.
 - (b) With prior notice to the Plant Manager, the Union will be given an opportunity to address new employees on matters that relate to their duties and responsibilities as Union members, for up to two (2) hours within the first two (2) weeks of hire.
 - (c) The Employer shall provide each employee with a copy of this Agreement.

ARTICLE 6 – UNION REPRESENTATION/LABOUR MANAGEMENT

- 6.01 The Employer agrees to negotiate either directly or through its representatives with a committee of the Union consisting of two (2) members, Local 543 President and its representative from the Canadian Union of Public Employees for the purpose of negotiating amendments to the existing Agreement. The Employer agrees to limit its representation to a like number. The Employer agrees that there will be no deduction from the pay of the Union representatives on the negotiating committee for meetings held during working hours.

In the period of six (6) months prior to the termination of this Collective Agreement, the member(s) of the Union Negotiating Committee shall be entitled to two (2) full days with pay to prepare and finalize bargaining proposals.

- 6.02 The Union shall notify the Manager in writing of the names of the employees constituting the said negotiating committee, the respective effective dates of their appointments and the name of the Chairperson of the committee. Such notification must be received before the Employer shall be required to recognize such committee members. The manager will notify the Union of the names of the Employer's negotiating committee.
- 6.03 (a) Meetings for the aforesaid committee shall be held at a mutually satisfactory time and place. When it is known in advance that such meetings are to be held during the daytime hours, any member(s) of the Union's committee that normally work on the afternoon or midnight shift shall be reassigned to a position on the day shift the day before and the day(s) negotiations are held. Exceptions will be made to any member of the Union's negotiating team who is working the midnight shift so that an employee will not be working a double shift.
- (b) Employees who participate in any official union-management function shall be deemed to be at work only for the purpose of insurance and WSIB.
- (c) The Employer will pay 100% of wages and benefits of the Negotiating Committee members, to attend negotiations for the renewal of this Collective Agreement.
- 6.04 The Union shall select and the Employer shall recognize one (1) Steward and one (1) Unit Chairperson. The Steward shall be granted reasonable time to meet with the employee(s) for the purpose of resolving complaints. When investigation of a grievance on Employer time is necessary, the Steward shall receive the regular rate of pay. It is understood that the Steward will not leave his/her regular duties without obtaining permission from his/her immediate supervisor who will be given a reasonable explanation for the requested absence. Permission shall not be unreasonably denied. The Steward will report to his/her immediate supervisor immediately upon their return to work.
- 6.05 A Labour-Management Relations Committee shall be established consisting of a maximum of two (2) representatives of the Union, one of whom is Unit Chairperson and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties to this Agreement. The Committee shall concern itself with matters of the following general nature:
- (a) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- (b) increasing operating efficiency by promoting co-operation in effecting economy moves;
- (c) improving service and production;
- (d) reviewing employees' suggestions and questions concerning working conditions and service;
- (e) promoting education and training of the employees
- 6.06 The Labour-Management Relations Committee shall meet once every three (3) months (July and

August excepted), or more frequently if needed, at such time and place as is mutually satisfactory to both parties. The meeting shall be chaired alternately by the Union and the Employer.

ARTICLE 7 – CORRESPONDENCE

- 7.01 (a) Subject to the provisions herein official correspondence between the parties arising out of this Agreement shall pass to and from the appropriate official of the Employer and the Union Secretary and the Unit Chairperson of the Union.
- (b) The Employer shall notify the Union Secretary and the Unit Chairperson of all new members of the bargaining unit within ten (10) days of commencement of employment.

ARTICLE 8 – SENIORITY

- 8.01 Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Employer.

- 8.02 Seniority lists shall be brought up to date annually and copies of such lists shall be furnished to the Chairperson of the Union and copies shall be posted on the bulletin board. Seniority lists shall be open for revision for thirty (30) days after their posting. After thirty (30) days subject to prior revision the seniority lists shall be deemed to be acceptable to the Union.

A seniority list shall contain employee name, date of hire, seniority date and job classification and shall appear in seniority date sequence.

- 8.03 All new employees of the Employer shall be on probation for the first 1040 hours of continuous active employment, including overtime, and shall have access to all provisions in the Collective Agreement except those provisions from which they are excluded.

- 8.03 Loss of Seniority

All new employee shall lose seniority and his/her employment deemed terminated in the event of:

- (1) discharge for just cause provided that the employee is not reinstated;
 - (2) resignation;
 - (3) absence from work in excess of three (3) regular working days without giving a satisfactory reason to the Employer;
 - (4) after layoff the employee fails to return to work within seven (7) calendar days after being notified by registered mail to do so unless satisfactory reason for such failure is given by the employee. It shall be the responsibility of the employee to keep the Employer informed, in writing, of any changes of address;
 - (5) retirement
 - (6) a layoff for a period equal to (2) years;
 - (7) the employee fails to return to work after the expiration of any leave of absence;
 - (8) other than layoff, has not been actively employed for a period eighteen, (18) consecutive months since the employee's last day worked
- 8.05 The selection or appointment of employees for supervisory positions or any position not subject to this Agreement is not governed by this Agreement. If a seniority employee is appointed, selected or promoted to a position which is outside the scope of this agreement, he/she shall retain his/her seniority accumulated up to the date of leaving the bargaining unit for a period of six (6) months. Such employee may choose to return to the bargaining unit within the six-month period.

It is understood and agreed that employees who transfer back to the bargaining unit under this Article shall not cause any employees in the bargaining unit nor any probationary employee to be laid off.

ARTICLE 9 - DISCIPLINE

- 9.01 (a) Where a supervisor intends to meet with an employee for purposes that may result in disciplinary action, the supervisor shall notify the employee in advance of the meeting of his/her right to Union representation, and permit the employee to choose whether or not to exercise that right. Should the employee choose to have Union representation, the supervisor will arrange to have a steward present or, if the steward is unavailable, another representative from Local 543 present (which may be by phone or virtually). Local 543 will ensure to have a representative available when requested.
- (b) The Employer agrees that it will not use past suspensions, disciplinary actions, letters of reprimand and adverse reports against any employee for current infractions provided that such suspensions, disciplinary actions, letters of reprimand and adverse reports have occurred more than twelve (12) months from the current infractions and provided that the said employee has an unblemished record for the twelve (12) months immediately prior to the date of the current infraction.
- (c) An employee shall have the right at any time to have access to review his/her personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of permanent record. An employee may be accompanied by a Union official when reviewing the file.
- (d) Employees will be notified in writing, with a copy to the Union and the employee's personnel file, of any work infraction within five (5) working days of the incident giving rise to such work infraction or within five (5) days of the date the Employer becomes aware of the incident giving rise to such work infraction. Employees who are suspended, discharged or otherwise disciplined will be given a written confirmation, with a copy to the Union and the employee's personnel file, within five (5) working days of the incident giving rise to such suspension, discharge or disciplinary action.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 Should any difference arise between the Employer and an employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such difference without delay shall be made in the following sequence and manner.
- 10.02 Step 1 Within five (5) working days of the event which gave rise to the difference, the employee, who shall be accompanied by the Steward, shall discuss the complaint with the Plant Manager. The Steward and the employee will notify the Plant Manager that the meeting has been requested specifically for the purpose of raising the disputed issue with the Plant Manager. The Plant Manager shall reply orally within five (5) working days of the discussion.
- Step 2 Failing satisfaction, the employee shall, within five (5) working days of the reply of the Plant Manager above, reduce the grievance to writing, detailing the article(s) which is alleged to have been violated. The grievor and a Union Steward shall sign the grievance

form. The Union shall submit the grievance to the appropriate manager who shall meet with the grievor accompanied by the Steward, within ten (10) working days of the receipt of the grievance. A representative of the Canadian Union of Public Employees may be present at such meeting. The manager shall answer the grievance in writing within five (5) working days of the meeting.

- 10.03 In case of a grievance alleging improper discharge of a seniority employee, the grievance may be initiated at Step 2 of the grievance procedure provided such grievance is lodged within ten (10) working days of the said discharge.
- 10.04 The time limits provided for in each step of the grievance procedure may be extended by mutual agreement. Such extension shall not be unreasonably withheld by either party. An employee initiating a grievance must be accompanied by an official or officials of the Union in any step of the grievance procedure where a meeting takes place between the Employer officials and the grievor.
- 10.05 Nothing in this article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the mediator and the time line for grievance mediation to occur. It is agreed that the cost of mediation will be shared equally.
- 10.06 Where a Steward is absence due to sickness or vacation, an employee will be granted an extension on the initiation of a grievance until such time as the Steward is available or the employee is able to get representation.

ARTICLE 11 – ARBITRATION

- 11.01 After exhausting the grievance procedure established by this Agreement, the affected party may notify the other in writing of its desire to submit the grievance to arbitration. The notice shall be delivered to the other within thirty (30) working days after the reply under Step 2.
- 11.02 The arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it.
- 11.03 Each of the parties hereto will jointly share the expenses of the arbitrator.
- 11.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 11.05 If a grievance concerns the discipline of an employee, including disciplinary dismissal, the arbitrator may confirm the decision of the Employer or reinstate the employee with or without full compensation or otherwise modify the penalty.

ARTICLE 12 – JOB POSTINGS

- 12.01 When a vacancy occurs in any occupation classification covered by this Agreement or a new occupational classification or new position is created which is within the bargaining unit herein defined, the Employer shall post a notice of such vacancy or new position for ten (10) working days setting forth the duties of the position, hours of work, wage rate and the necessary

qualifications. Any employee may apply for such position in writing on a form provided by the Employer within those ten (10) working days.

- 12.02 The Employer, in filling any posted vacancy under this Article, shall select the most senior applicant who meets the qualifications of the job. Qualifications shall be bona fide requirements for the posted position. No external applicants shall be considered for a job posting unless there are no qualified internal applicants.
- 12.03 The name of the successful applicant shall be posted on the bulletin board within three (3) days after the close of the posted period.
- 12.04 The Union shall be notified of all appointments, promotions, transfers, layoffs and terminations of employment affecting the bargaining unit. Notice shall be sent to Local 543.7 unit chair and the Local 543 President.

ARTICLE 13 – LAY OFF AND RECALL

- 13.01 (a) A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work. Prior to implementing any layoffs, the Employer will advise the appropriate Union officials.
 - (b) In the event of layoff the employee with the least bargaining unit wide seniority (including probationary employees) with the Employer shall be laid off. Recall shall be in the reverse order of bargaining unit wide seniority. The Employee shall be placed on a recall list for twenty-four (24) months from the date the actual layoff begins.
 - (c) Unless legislation is more favourable to the employees, the employer shall notify permanent employees who are to be laid off ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days provided in this clause, he/she shall be paid for the days for which work was not made available.
 - (d) The above layoff and recall procedure will be effected, provided the employees remaining at work on the basis of their seniority are able to perform satisfactorily the work to be done.
 - (e) In order that the operations of the Union will not become disorganized when layoffs are made the Unit Chairperson shall be the last person laid off during their term of office. It shall be the responsibility of the Unit to notify the Employer of changes within a local executive committee.
 - (f) Notwithstanding Article 13.01 (c) above, the Employer shall be required to provided only forty-eight (48) hours notice of layoff in the event that work is not available within the plant as a direct result of the Employees exercising the provisions of Article 30.02 of the within agreement.
- 13.02 The Employer agrees that no one will be hired while there are employees on layoff waiting and willing to be recalled who are able to perform satisfactorily the work to be done.

ARTICLE 14 – HOURS AND CONDITIONS OF WORK

- 14.01 The standard hours of work shall be a five (5) day week, Monday to Friday; including eight (7) hours per day, forty (40) hours per week in a twenty-four (24) hour (three shifts) operation rotating bi-weekly between 6:00 a.m. to 2:00 p.m., 2:00 p.m. to 10:00 p.m., and 10:00 p.m. to 6:00 a.m. The shift shall include a one half (1/2) hour “on the job” paid lunch period. Employees will be provided two (2) rest periods of ten (10) minutes, one in the first and one in the second half of a shift.
- 14.02 The Employer will post schedules setting out the shifts to be worked ten (10) working days in advance.
- 14.03 The Employer shall supply all necessary tools, equipment and cleaning materials which it deems necessary. All tools, equipment and cleaning materials provided by the Employer shall not be removed from the premises. Employees shall be responsible for the proper care of tools, equipment and materials and replacement by the Employer will be made upon production of the worn or broken tools.
- 14.04 The Employer will provide protective clothing and protective equipment as required by law or by the Employer for those employees working with hazardous material, equipment and/or situations. Any and all of the foregoing clothing and/or equipment shall at all times remain the property of the Employer.
- 14.05 The Employer will reimburse the Employee for the purchase of safety boots to a maximum of \$250.00 per calendar year on presentation of original receipt(s).
- 14.06 The Employer shall provide 2 lockers per employee for the purpose of storing employee’s personal belongings.
- 14.07 The Employer shall provide shower facilities including antibacterial soap and clean towels for cleanup. Maintenance Operators shall be provided with 10 minutes after the end of the shift to shower and change clothing and such time shall be paid at the straight time rate. All other Employees shall be provided 10 minutes before the conclusion of their shift to shower and change clothing.

ARTICLE 15 – JOB CLASSIFICATION AND WAGES

- 15.01 Wages shall be paid biweekly in accordance with classification and rates of pay as set forth in Schedule ‘A’, attached hereto. Upon payment of wages on each pay day, wages and deductions shall be itemized.
- 15.02 An employee required to assume the duties of a higher paid job classification shall be paid at the higher rate.
- Notwithstanding the foregoing, an employee required to assume the duties of the Lead Operator Classification shall be paid for the Lead Operator wage rate when supervising contract services for the entire shift during which contract services are supervised.
- 15.03 a) An employee reassigned to a lower-paid classification shall continue to receive the higher rate of pay for a period of ten (10) working days. Thereafter, he/she will receive the salary schedule rate for the work performed.

- b) Notwithstanding the above a) the Maintenance Operator rate will be paid to any employee until they are able to perform the duties of a Utility Operator. Once they are able to perform the duties of a Maintenance Operator and a Utility Operator, they will be paid the Utility Operator rate even if they are only performing Maintenance Operator duties. They will stay on the Maintenance Operator shift rotation until such time as a Utility Operation position becomes open.
- 15.04 When a new job classification is established, the Union shall be advised of the new job, provided with information on the duties and responsibilities and an interim rate shall be subject to negotiations between the parties and failing agreement, may be processed through the grievance procedure.

ARTICLE 16 – OVERTIME

- 16.01 All approved time in excess of forty (40) hours in one week shall be deemed to be overtime. Time worked shall include holidays, paid sick time and vacation. Overtime shall be paid for at the rate of time and one-half the regular rate (salary schedule rate).
- 16.02 (a) An employee who is called out and required to work in an emergency shall be paid for a minimum of four (4) hours at the appropriate overtime rate. If an employee returns home and is subsequently called out again during the same four (4) hour period to work in an emergency situation, he/she shall be paid for a minimum of one and one-half (1 1/2) hours at the appropriate overtime rate.
- (b) (i) Notwithstanding the provisions of Article 16.02 (a) above, should such call out occur within two (2) hours of an employee's regularly scheduled starting time, then the employee shall perform the work necessitated by the call out and/or such other work as may be assigned up to the commencement of his/her regular starting time and he/she will receive the appropriate overtime rate for the work performed.
 - (ii) Similarly, should an employee be called back to work in an emergency after the conclusion of his/her regularly scheduled shift but prior to his/her actually leaving the work location, then the time worked as a result of the call back will be regarded and paid as regular overtime at the appropriate overtime rate.
- 16.03 No employee shall be required to layoff in regular hours for the purpose of offsetting or circumventing the application of overtime rates of pay.
- 16.04 If the Employer requires in its sole discretion, that employees perform overtime work in excess of the regular daily or weekly hours, employees will be offered overtime equitably among the employees who have the necessary qualifications to perform the necessary overtime work. Overtime hours required between 6:00 A.M. Saturday and 6:00 A.M. Monday shall be offered, to qualified employees, as whole shifts and all other overtime shift shall be divided into two (2) shift of four (4) hours each. The first four (4) hours of the shift shall be offered first to the employee(s) working the preceding shift with the least amount of worked overtime hours, then to the employee in ascending order based on overtime hours worked. The second four (4) hours of the shift shall be offered first to the employee(s) scheduled to work the subsequent shift with the least amount of worked overtime hours, then to the employee in ascending order based on overtime hours worked. After all employees decline, are unable to be contacted or refuse to work the four

(4) hour overtime shift offered, the Employer may in its sole discretion, require the qualified employee with the least amount of seniority who is working to work the overtime shift.

- 16.05 Emergency shall mean any situation that arises that could result in bodily harm or property damage or arises unexpectedly or is required as a result of abnormal conditions for the operation of the plant.
- 16.06 If an employee is required to work beyond their scheduled shift, they shall receive the applicable shift premium for the hours worked, notwithstanding the provisions of Article 17.03.

ARTICLE 17 – SHIFT PREMIUM

- 17.01 The Employer will pay a premium of seventy-five cents (0.75¢) per hour for work by employees regularly employed on the second shift (afternoon shift) and one dollar (\$1.00) per hour for work by employees regularly employed on the third shift (night shift).
- 17.02 For the purpose of determining the appropriate shift premium applicable, the day shift shall be considered from 6:00 A.M. to 2:00 P.M.; the afternoon shift shall be considered to be from 2:00 P.M. to 10:00 P.M., and the night shift shall be considered to be from 10:00 P.M. to 6:00 A.M.
- 17.03 In the determination of the appropriate shift premium, an employee whose regular shift is such that fifty percent (50%) or more of his/her daily hours fall within the afternoon shift, that employee will be paid the appropriate shift premium for the afternoon shift. An employee whose regular shift is such that fifty percent (50%) or more of his/her daily hours fall within the midnight shift, that employee will be paid the appropriate shift premium for the midnight shift.
- 17.04 It is understood and agreed that the day shift will not commence earlier than 6:00 A.M. unless it is mutual by agreement between the Union and the appropriate supervisor.

ARTICLE 18 – VACATION

- 18.01 An employee shall be entitled to accrue vacation and vacation pay on eligible wages identified by the *Employment Standards Act, 2000* based on the following:

- (1) under three (3) years of service – fifteen (15) days or 6% whichever is greater
- (2) three (3) to under five (5) years – seventeen (17) days or 6.4% whichever is greater
- (3) five (5) years to under ten (10) years – twenty (20) days or 8% whichever is greater
- (4) ten (10) years and above – twenty-five (25) days or 10% whichever is greater

Such service to be calculated as of January 1st of each year.

Vacation in the current year is earned monthly at the rate of 1/12 per month of the employee's entitlement. An employee who has been granted and has taken vacation leave and terminates employment before earning his/her vacation entitlement shall have the unearned portion of vacation leave deducted from his/her termination pay.

- 18.02 Any employee's vacation shall be taken in the year in which it is earned and shall not be carried forward for the following year except that with the Employer's consent, which consent shall not be unreasonably withheld, Employees having taken a minimum of ten (10) days vacation within the calendar year shall be permitted to request the carryover of remaining vacation. It is understood that all approved vacation carried-over to the following year must be taken within that

calendar year.

- 18.03 Vacations shall be submitted on a Vacation Request Form by April 1st each year. Vacation requests shall be granted according to seniority. Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the Employer and the employees' effected.
- 18.04 It is agreed that if it becomes necessary for an employee to be confined to hospital and/or home as a bed patient on his/her doctor's orders as a result of illness or injury suffered while on vacation, or as a result of a recurrence of any disability for which such employee would be entitled to WSIB benefits, the time spent in bed (hospital and/or home) shall be charged to such employee's sick day credit or WSIB benefits as the case may be, provided the employee provides proof of his/her confinement satisfactory to the Manager.
- 18.05 An employee leaving the service of the Employer at any time in the vacation year before having taken his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Such vacation credits shall be paid to the estate of an employee who dies.
- 18.06 An employee who is absent from work because of illness or accident shall be entitled to vacation in accordance with 18.01,

ARTICLE 19 – PAID HOLIDAYS

- 19.01 Subject to the condition that the employee must be at work on the regularly scheduled working day previous and the regularly scheduled working day following the holiday, the Employer recognizes the following as paid holidays:

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

And any other day proclaimed by the Federal, Provincial or Municipal Governments as a general holiday.

For those who worked on the National Day of Truth and Reconciliation in 2021 and 2022 and did not receive time and a half on those days (i.e. they only earned 1 x wages), they will receive a one-time .5 more for hours worked, plus stat pay for those days, for those still employed on ratification. Payment will be made within thirty (30) days of ratification.

- 19.02 When any of the above holidays fall on an employee's regularly scheduled day off, the employee shall be granted an alternate day off in lieu of such holiday.

- 19.03 An employee shall be paid for the above holidays at the regular rate of pay excluding overtime and shift premium.
- 19.04 An employee shall be paid at the rate of time and one-half (1-1/2x) if required to work on the holidays listed in Article 19.01 in addition to holiday pay.
- 19.05 Any employee asked to work on a holiday listed in Article 19.01 will do so on a voluntary basis; however should no volunteer(s) be found the employee with the least seniority and the required qualifications will be required to work the holiday. If work is agreed upon by the employee he/she will be granted an alternate day off in lieu as per Article 19.02.

ARTICLE 20 – PREGNANCY/ADOPTION/PARENTAL LEAVES

- 20.01 The Employer will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.

ARTICLE 21 – MISCELLANEOUS LEAVES OF ABSENCE

- 21.01 An employee may be granted leave of absence without pay and without loss of seniority if his/her completed application is approved by the Plant Manager. The employee shall pay monthly the premiums of health and welfare benefits for the entire period he/she has been on a leave of absence in excess of one (1) month. Otherwise, such benefits shall be suspended for the duration of the leave.
- 21.02 An employee shall be granted three five (5) days leave without loss of pay at the time of death of a spouse, child, mother, father, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law.
- 21.03 The Employer shall pay an employee who is required to serve as a juror or who received a subpoena in a court proceeding to which the employee is not party to the action the difference between his/her normal earnings and the payment he/she receives for jury duty or subpoena pay. The employee will present proof of service and the amount of pay received.
- 21.04 Wages for lost time due to compulsory quarantine shall be paid to employees when certified by the local medical office of health, and shall not be chargeable to sick leave.
- 21.05 Unless otherwise provided for in the Collective Agreement, employees shall receive all leaves of absence in accordance with the provisions of the Employment Standards Act, 2000. This includes, but not limited to, the following leaves:
- (a) Family medical leave;
 - (b) Organ donor leave;
 - (c) Family caregiver leave;
 - (d) Critical illness leave;
 - (e) Child death leave;
 - (f) Crime-related child disappearance leave;
 - (g) Domestic or sexual violence leave; and
 - (h) Reservist leave

ARTICLE 22 – UNION LEAVES

- 22.01 An employee who is elected or appointed to a full-time position with the Union or its Affiliates will be granted leave of absence without salary or other benefits for a period of up to one (1) year. Such leave may be extended by the Employer. Should such employee intend to return to work with the Employer, that person will enjoy the terms as contained in Article 21.01.
- 22.02 The Chairperson or his designate may be absent, without pay, to attend a convention for a maximum of three (3) days in any one year.

ARTICLE 23 – EMPLOYEE BENEFITS

- 23.01 (a) The Prescription, Pension, Hospital/Medical, Extended Health, Dental, Long-term Disability, Group Life, and Optical (Vision) Care of the Employer applicable to employees covered by this Agreement shall be deemed to form part of this Agreement. Notwithstanding the provisions of this Article, any negotiated changes to the benefit plans provided hereunder will be effective the month following the month of ratification. A summary of benefits is attached hereto as Schedule B.
- (b) Benefits as outlined in Schedule B shall commence ninety (90) days after date of hire, pending receipt of completed application form by employee.
- 23.02 If an employee is laid off, all benefits will be covered by the Employer until the end of the month following the month the layoff occurred in. Notwithstanding the foregoing, the Employer shall be required to remit premium payments on behalf of a laid off employee, for Long Term Disability coverage, only for the month the layoff occurred in.
- 23.03 The spouse of a deceased employee may retain membership in the group benefit plans to which the employee belonged at the time of death pursuant to the terms of the plan.
- 23.04 The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to the change. The Employer shall provide copies of the plan documents to the Union.
- 23.05 Tuition Reimbursement
- i) Probationary employees or employees on leave of absence without pay not eligible.
- ii) Upon successful completion of an Employer approved job related course of study, the Employer will reimburse the Employee 100% of the cost of tuition, registration fees if charged, and lab fees if applicable. The maximum reimbursement will be \$2000 per year. The Employee must earn a minimum grade of 60% or its equivalent in order to be reimbursed for a course.
- iii) Tuition for correspondence courses or non-grade courses that are job related and that meet all other qualifications under this Article may qualify for 100% tuition reimbursement at the sole discretion of the Employer.

- iv) The Employer will not duplicate payments made by government benefits, scholarships, grants, aids, etc. If a course is only partially paid for by any of the above sources, the portion not paid will be covered by the plan up to but not more than 100%.
- v) The Employee must submit receipts, grades, certificates, diploma, etc. before reimbursement will be made. Textbooks, student activity, athletics, parking, late payment and similar fees are not reimbursable.
- vi) When an employee resigns within six (6) months of fees or tuition having been reimbursed, the employee is required to repay the Employer for such fees or tuition on a pro-rated bases in relation to the number of months remaining of the required six (6) months. The employee agrees the amount will be withheld from the last pay.

ARTICLE 24 – SICK LEAVE

- 24.01 Sick leave means that period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or to attend a physician.
- 24.02 Permanent employees shall receive eight (8) paid sick days per calendar year. Unused portions of the annual entitlement cannot be carried forward into the next year but will be paid out in the first pay of the following calendar year.
- 24.03 For those employees with probation ending partway through a year, paid sick time shall be pro-rated over the remaining number of calendar months in the given year at a rate of .5 of a day for every month.

ARTICLE 25 – SAFETY

- 25.01 The Employer shall abide by the Occupational Health and Safety Act and the regulations thereunder. All employees under this Agreement shall abide by the Occupational Health and Safety Act and the regulations thereunder.
- 25.02 The Employer shall provide the necessary training to a representative of the Union, selected by the Union, to be recognized as a Certified Worker Representative. Such representative shall suffer no loss of wages or benefits to participation in the training or while carrying out their duties as a Certified Worker Representative.

ARTICLE 26 – ACCOMMODATED WORK

- 26.01 The Employer agrees to involve the Union in its efforts to establish accommodated work for an employee covered by this Agreement.

ARTICLE 27 – BULLETIN BOARDS

- 27.01 The Union shall have the right to post notices of interest to its members in the lunchroom on a bulletin board supplied by the Employer.

ARTICLE 28 – TECHNOLOGICAL CHANGE

- 28.01 (a) For the purpose of this Agreement, the term “technological change” shall be understood to mean the introduction of new electrical or mechanical equipment or mechanization or changes in qualifications for the job of a permanent nature that necessitates the acquisition of new job related skills.
- (b) The Employer shall notify the Union three (3) months prior to the introduction of a technological change.
- (c) As far ahead as possible before the introduction of any technological change, the Employer will institute training and/or upgrading program designed to equip employees with the knowledge and skills to meet the technological changes. If the Employee cannot be retrained the Employee shall be laid off in accordance with Article 13. It is understood by the parties that the application of this clause does not involve a guarantee that employee’s wage will be maintained if and when the employee is trained or placed in another position. Such training and/or upgrading shall be carried out at the expense of Synagro Windsor Operating, L.P.

ARTICLE 29 – JOB SECURITY

- 29.01 No bargaining unit employee shall be laid off or suffer a reduction to their regular hours of work as a result of the Employer contracting out any of its work or services.

ARTICLE 30 – STRIKES AND LOCKOUTS

- 30.01 The Employer agrees that there shall be no lockout of employees/members of the Union and the Union agrees that there shall be no strike of the Union or its members during the term of the Agreement. Lockouts and strikes shall be as defined in the Ontario Labour Relations Act.
- 30.02 Notwithstanding any other provisions of this contract, the failure or refusal of any employee to pass through or work behind any picket line lawfully established shall not be deemed a breach of this contract, and the Employer shall not discharge, discipline or otherwise discriminate against any such employee.

ARTICLE 31 – TERM OF AGREEMENT

- 31.01 All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.

This Agreement shall be binding and remain in effect from June 1, 2023 to May 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to May 31, 2026.

- 31.02 Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.
- 31.03 It is agreed, however, that where such notice requests revision, both parties shall adhere

fully to the terms of this Agreement during the period of bona fide collective bargaining.

IN WITNESS WHEREOF the parties hereto have on this day of , 2024, affixed their respective seals attested to by the hands of their respective proper officers in that behalf duly authorized

For


**SYNAGRO WINDSOR OPERATING,
L.P. by SYNAGRO ONTARIO
OPERATING COMPANY II, INC., its
general partner**


Angela Dicke


Alan W Slepian

For

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 543.7**


Eric Simone (Jul 16, 2024 09:10 EDT)


Randal Ducharme (Jul 16, 2024 15:46 EDT)


Catherine Barrett (Jul 17, 2024 15:08 EDT)

SCHEDULE A – WAGE SCHEDULE

Job Classification	June 1, 2023	June 1, 2024	June 1, 2025
Maintenance Operator	\$32.92	\$33.91	\$34.93
Utility Operator	\$33.64	\$34.65	\$35.69
Lead Operator	\$35.43	\$36.49	\$37.58

The Employer will pay a one-time bonus in the amount of \$1,500.00 to each employee within thirty (30) days of the ratification of the Collective Agreement.

SCHEDULE B – BENEFIT SUMMARY

Effective October 1, 2023:

ELIGIBILITY	1 st day of the month following start date
COST SHARING	Disability/remaining
LIFE INSURANCE AND AD&D	200% of Annual earnings Maximum benefit \$250,000 to age 65 50% coverage after 65 No evidence required Terminates at age 70
OPTIONAL LIFE INSURANCE	Units of \$10,000 to a maximum of \$500,000 for employee, \$500,000 for spouse, subject to medical evidence
DEPENDENT LIFE	\$10,000 Spouse \$5,000 Children
CRITICAL ILLNESS	\$15,000 lump sum tax-free payment when employee diagnosed with one of the following; ALS, Blindness, Brain Tumour, Cancer, Coma, Coronary Artery Surgery, Deafness, Dismemberment, Heart Attack, Kidney Failure, Loss of Speech, Major Burns, Major Organ Transplant, Multiple Sclerosis, Paralysis, Stroke
OPTIONAL CRITICAL ILLNESS	Available in units of \$5,000 to a maximum benefit of \$100,000 for an employee and/or spouse.
SHORT TERM DISABILITY	66.7% of the first \$600 of weekly income, 50% of the balance. Maximum benefit \$1,350/wk. Commences: First day Accident First day Hospital Seventh day illness Coverage ends 17 weeks Terminates at age 65 No evidence required
LONG TERM DISABILITY	66.7% of the first \$2,250 of monthly earnings, 50% of the next \$3,500 and 44% of the balance. Maximum benefit of \$6,000/month Two year own occupation Commences 17 weeks No evidence required Terminates at age 65

HEALTH	
Prescription drugs	100% Pay Direct Drug Card
Hospital	100% Semi-Private room
Private Nursing	100% to \$10,000/year
Para medicals	100% to \$500/calendar year/practitioner for each covered person
Psychological Counselling	100% to \$1,250 /calendar year for each covered person
Equipment rental	100% reasonable and customary
Hearing aids	100% \$2,000 - \$4,000/hearing aid/5 years
Vaccinations	100% reasonable & customary
Orthotics	100% to a maximum of \$500/year
Ambulance	100% ground and air
Accidental dental	100% unlimited
Out of County	100% unlimited
Survivor Benefit (Health & Dental)	30 months
Maximum	Unlimited
Deductible	Not applicable

DENTAL	
Basic service	100%
Routine exams	Every 9 months
Cleaning/Scaling	10 units/year (1 unit = 15 min.) including period in any combination
Xrays	100%
Fillings	100%
Periodontal	100%
Endodontics	100%
Major	50%
Inlays	50%
Crown	50%
Bridges	50%
Dentures	50%
Orthodontia	50%
Age limit	Children and adults
Basic/major	\$2,000/year combined max
Orthodontia	\$2,000 lifetime
Deductive	Not applicable

VISION CARE	
Exam	100% 1 every year children and adults
Lenses, Frames, Contact Lenses	Reimbursement of up to \$350 year 1 (effective October 1, 2023), \$375 year 2 (effective June 1, 2024), \$400 year 3 (effective June 1, 2025) per covered dependent every 24 months
BEST DOCTORS	Included – Best Doctors provides access to the best medical knowledge and peace of mind when faced with a serious medical condition. Through access to the latest technologies, opinions of specialists, hospitals and personal care management. Best Doctors services can help employees make the most appropriate choices surrounding their healthcare.
EMPLOYEE ASSISTANCE PROGRAM (EAP)	Professional assistance, for employees and their immediate family members, for a wide range of issues including: Personal and work-related stress, marital relationships, parenting issues, bereavement, legal issues, crisis counseling.
RETIREMENT SAVINGS PROGRAM	Group Retirement Savings Plan Employer will match 100% on the first 3% of employee contributions and a further 50% on the next 2% of employee contributions to a total maximum Employer contribution of 4%.

Signature: *Angela Dicke*

Email: adicke@synagro.com

Signature: *Al Slepian*
Al Slepian (Jun 13, 2024 13:32 EDT)

Email: aslepian@synagro.com