

COLLECTIVE AGREEMENT
BETWEEN
THE CITY OF ST. JOHN'S
AND
NEWFOUNDLAND ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES

Effective Date:

July 1, 2022 – June 30, 2026



NAPE Local 7808

ST. JOHN'S

THIS AGREEMENT made this *20th* day of *June* Anno Domini, Two Thousand and *Twenty Three*

BETWEEN

THE CITY OF ST. JOHN'S

A body corporate incorporated by virtue of the Provisions of the City of St. John's Act r.s.n. 1990, Chapter C - 17 as amended. (Hereinafter referred to as the "Employer")

Of the One Part

AND

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES

A body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid (hereinafter called the "Association")

Of the Other Part

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Article 1 - Purpose of Agreement

- 1:01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the employer, the employees and the Association and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits, and general working conditions affecting employees covered by this Agreement.
- 1:02** In the event that there is a conflict between the context of this Agreement and any regulations or policies made by the employer, this Agreement shall take precedence over the said regulations or policies.
- 1:03** Should the Regional Water Facility change ownership or come under new management through sale, contract, lease, transfer or other arrangement, during the life of the Collective Agreement currently being negotiated between NAPE and the City or during negotiations for the renewal of that Agreement, it is agreed that the Collective Agreement shall continue to apply.

Article 2 - Definitions

2:01

- a) "Association" means the Newfoundland Association of Public Employees with headquarters in St. John's, Newfoundland.
- b) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- c) "Call back" means the employee, having left the Employer's premises, is called back to work outside their regular scheduled hours and does not refer to scheduled overtime which occurs immediately before or after regularly scheduled hours .
- d) "City" means the City of St. John's.
- e) "City Manager" means the City Manager of the City of St. John's or someone they authorize to act on their behalf.
- f) "Day" means working day unless otherwise specified in this Agreement.
- g) "Day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of their position other than:
- a. a designated holiday;
 - b. calendar day on which an employee is on leave of absence.
- h) "Employee" or "employees" - an employee means any person employed in a position which falls within the bargaining unit.
- i) "Employer" means the City of St. John's and includes any person authorized to act on behalf of the City.

- j) "Grievance" means a dispute arising out of the interpretation, application, administration, or alleged violation of this Agreement.
- k) "Layoff" means the termination of employment of an employee because of lack of work or the abolition of a post.
- l) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- m) "Overtime" – All time, authorized by the supervisor, worked before or after the regular work day shall be considered overtime.
- n) "Part-time employee" means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in a week.
- o) "Permanent Employee" means a person who has completed their probationary period and is employed on a full time basis to hold office without reference to any specific date of termination of service.
- p) "Probationary employee" means a person who has not completed the probationary period, which is the period of 1040 hours (8 hour employee) 1092 hours (a regularly scheduled 12 hour shift worker) of actual work except for employees who are required to undertake training on employment in which case the probationary period will commence immediately following such training.
- q) "Shift" refers to any period other than 8:00 a.m. to 4:00 p.m. (non-rotational), Monday to Friday.
- r) "Shift Worker" means an employee who is required to work 12 hour rotating night shifts/day shifts (24/7 basis) or any other rotational shift.
- s) "Sick Leave" means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- t) "Standby" means a period of time during which an employee may be required by the employer to be available to return to duty when called upon by the employer.
- u) "Temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work and whose employment may be terminated at the end of such period or on completion of such work.
- v) "Week" means a period of seven (7) consecutive days beginning at 0001 hours Monday morning and ending at 2400 hours the following Sunday night.

Article 3 - Recognition

- 3:01** The employer recognizes the Association as the sole and exclusive bargaining agent for all classes of employees as listed in Appendix A of this Agreement.
- 3:02** Any unresolved dispute on future inclusions or exclusions in the bargaining unit will be referred by either party to the Labour Relations Board for adjudication.
- 3:03** **Work of the Bargaining Unit**
Employees of the City whose jobs are not within the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, emergencies and jobs which form part of but are auxiliary to the supervisory function and provided that the performing of the aforementioned operations in itself does not reduce the normal hours of work or pay of any employee within the bargaining unit.
- 3:04** No Other Agreements - No employee shall be required or permitted to make a written or verbal agreement with the employer or their representative which may conflict with the terms of this Agreement.
- 3:05** No Discrimination - Employer Shall Not Discriminate - The employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of age, race creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, physical handicap, nor by reason of their membership or activity in the Union, nor for any reason prohibited by the Human Rights legislation nor by reason of their membership or activity in the Association.
- 3:06** In the interest of maintaining a harmonious relationship between the City, its employees and the Association, both parties to this Agreement recognize the value and rights of Shop Stewards. By investigating complaints of an urgent nature, preparing and presenting grievances on behalf of employees, carrying out assigned safety committee responsibilities, and attending management meetings when requested, it is hoped that Shop Stewards will encourage and protect a proper employer/employee relationship in the work place. To this end, the parties agree as follows:

The employer recognizes the Association's right to select Shop Stewards to represent employees. The employer and the union will agree on the number of Stewards taking into account both operational and geographical considerations.

The Association agrees to provide the City with the name(s) of the employee(s) designated as Shop Steward(s).

The Shop Steward(s) shall obtain permission from their immediate supervisor before leaving

their work to perform duties as a Shop Steward. Such time off will not be unreasonably withheld. The Shop Steward shall notify their supervisor upon returning to duty.

3:07 Bulletin Boards

The City shall provide bulletin board facilities for the exclusive use of the Association at sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Association.

3:08 Association Access

- (a) Employees shall have the right at any time to have the assistance of a full time representative of the Association on all matters relating to employer/employee relationships. Association representative(s) shall have access to the employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation or grievances shall not absent themselves from work except with permission from their supervisor and such permission will not be unreasonably withheld.
- (b) Permission to hold meetings on the premises shall in each case be obtained from the employer and such meetings shall not interfere with the operations of the employer.

Article 4 - Management Rights

- 4:01** All functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Association as being retained by the employer.

Article 5 - Association Security

- 5:01** All employees within the bargaining unit shall as a condition of employment maintain union membership. Any new employees within the scope of the bargaining unit shall as a condition of employment become members in good standing at the commencement of their employment.
- 5:02** A condition for new employees hired after the signing of this Agreement will be to immediately become members of the Association and remain members as long as their position is in the bargaining unit. This requirement shall be clearly indicated to new employees by the employer and Shop Steward. Such employees will be advised that the employer will not recognize any withdrawal of membership after being hired.
- 5:03** Upon employment an employee will be provided with information concerning:
- (a) duties and responsibilities;

- (b) starting salary and classification;
- (c) terms and conditions of employment; and
- (d) where copies of the Collective Agreement have been provided to the City by the Association, the employee will receive a copy.

5:04 Where a Shop Steward is available, the employee will be introduced to them as soon as possible.

5:05 Acquaint New Employees

The employer agrees to acquaint new employees with the fact that an Association agreement is in effect and with the conditions of employment set out in the Articles dealing with association security and dues check-off.

5:06 Interviewing Opportunity

A representative of the Association shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Association membership.

Article 6 - Check-Off

6:01 The Employer shall deduct from the salary or wages of all employees within the bargaining unit the amount of membership dues and forward same monthly to the Association accompanied by a list of employees showing:

- (a) the contributions of each;
- (b) the employee's full name and classification and social insurance number or payroll number; and
- (c) changes from previous list, e.g., additions, deletions, employee status, layoff, resigned, promoted outside the bargaining unit, etc.

6:02 The employer agrees that when issuing T4 slips, the amount of membership dues paid by an employee to the Association during the current year will be recorded on their T4 statement.

6:03 The Association shall inform the employer of the authorized deductions to be made.

Article 7 - Grievance Procedure

7:01 The City and the Association recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, administration or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration.

The procedure for resolving a grievance shall be the grievance procedure in this Article.

7.02 Individual Grievance:

An Individual grievance may be filed by an employee coming within the scope of this agreement using the following procedure:

Step One - Verbal:

1. Before a written grievance is filed, the complaint shall first be discussed directly between the employee and/or the shop steward and the employee's immediate supervisor. This discussion shall be without prejudice to either party and must take place as soon as possible, but in any case no later than ten (10) working days after the occurrence.
 - a) An employee returning from leave of absence, vacation, or extended sick leave will have a maximum of seven (7) calendar days after return to work in which to file a grievance on a matter which occurred during their absence.
2. A decision must be rendered immediately after this discussion unless both parties agree that a requirement exists for further review or investigation.
3. Should this decision fail to resolve the matter, a written grievance may be filed and processed as specified hereafter.

7:02 Step Two - Written:

1. A written grievance must be signed by the aggrieved employee and/or the Shop Steward and submitted to the Manager Regional Water System or designate within ten (10) working days of the supervisor's response at Step One.
2. The written grievance must quote the specific article(s) and/or clause(s) which the griever feels has been violated and must include both general details to support that claim and any remedy sought.
3. The Director or designate must respond in writing within ten (10) working days of receipt of the grievance.

4. Should this decision fail to resolve the matter, it may be processed as specified hereafter.

Step Three - Appeal

1. If the written decision at step Two is not satisfactory then the Shop Steward may, within ten (10) working days of receipt of the decision, submit the written grievance to the City Manager or designate.
2. The City Manager or designate shall hold a hearing within ten (10) working days of receipt of the grievance.
3. A written decision must be rendered within five (5) working days of the hearing.
4. If the written decision at Step Three is not satisfactory or, in the case of a policy grievance under Article 7.08, the matter is unresolved, the grievance may, within ten (10) working days of receipt of the written decision, be referred to Arbitration.

7:03 It is agreed that no grievance shall be defeated merely because of technical error in processing the grievance through the grievance procedure except in the case of non-compliance with time limits.

7:04 Grievances and replies to grievances shall be in writing with the exception of Step 1 and dated receipts of grievances will be given. All written grievances and written responses must be copied to the Manager, HR Advisory Services and to the Union Shop Steward.

7:05 The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance unless the settlement states otherwise.

7:06 The time limits set forth in this Article may be varied, in writing, by mutual agreement between the parties of this Agreement.

7:07 The employer will supply the necessary facilities for the grievance meetings.

7:08 Policy Grievance

Where a dispute arises involving a question of general application, administration or interpretation of this Agreement, the Association may initiate a grievance. Such a grievance shall commence with the City Manager or designate.

7:09 Group Grievance

Where a group of employees has a grievance, such a grievance may be initiated at Step Three (Appeal). Such a grievance shall commence at Step Three (Appeal) and be submitted to the City Manager or designate within ten (10) working days of the event giving rise to the grievance.

7:10 Where there is a dispute involving dismissal or suspension, the grievance may be submitted in the first instance at Step 3. Such a grievance shall commence at Step Three (Appeal) and be submitted to the City Manager or designate within ten (10) working days of the event giving rise to the grievance.

7:11 Shop Stewards shall suffer no loss of pay for time spent processing grievances or attending meetings with the employer's representatives.

7:12 Subject to Clause 7:06 if either party is in default of the time limits set down in this clause the grievance shall be considered upheld if the City is in default and the requested adjustment granted or the grievance shall be dropped if the Union is at fault.

7:13 The employee if they so desire may be represented by a full time representative of the Association at any step of the grievance procedure. The employee concerned may be present at all grievance meetings.

7:14 General

1. The parties may waive any step in these procedures and/or extend any time limits by mutual agreement in writing.
2. All meetings between City representatives and representatives of the Union will be held by appointment.

Article 8 - Arbitration

8:01 Composition of Board of Arbitration

When either party desires that a grievance shall be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement.

Within fourteen (14) calendar days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. If either party refuses or neglects to appoint a member of the board of arbitration, the Minister of Human Resources, Labour & Employment of the Province of Newfoundland & Labrador (herein referred to as 'Minister') may be requested by the other party to appoint a member. The two (2) so named shall, within fourteen (14) calendar days, select a third person to act as chairman of the board of arbitration, but should they not do so within fourteen (14) calendar days, then either party may apply to the 'Minister' to appoint a person to be chairman. No

person who has any pecuniary interest in the matters referred to the arbitration board or who is acting or who has within a period of six (6) months preceding the date of their appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties, shall be appointed to or act as a member of an arbitration board.

8:02 The board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the differences or allegations and render a decision within ten (10) working days of the date on which the board hears the grievance.

8:03 (a) 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 not have the power to change this Agreement or to alter, modify or amend any of its provisions.

(b) Subject to Clause (a) above, the arbitration board shall have the power to modify disciplinary action or to set aside a decision of the employer. The board may dispose of a grievance by any arrangement which it deems just and equitable.

8:04 Should the parties disagree as to the meaning of the board's decision, either party may apply to the chairman of the board of arbitration to reconvene the board to clarify the decision which it shall do within five (5) days.

8:05 Expenses of the Board

Each party shall pay.

(a) the fees and expenses of the arbitrator it appoints or for whom the arbitrator was appointed by the 'Minister';

(b) one half (1/2) of the fees and expenses of the chairman;

(c) one half (1/2) of the expenses of the arbitration board for clerical assistance, supplies and rent of a place to meet.

8:06 The time limits set forth in this Article may be varied, in writing, by mutual consent of the parties to this Agreement.

8:07 Witnesses

At any stage of the grievance or arbitration procedure, parties may have the assistance of the aggrieved employee as a witness and any other witnesses, and all reasonable arrangements may be made to permit the conferring parties or arbitrators to have access to view any working conditions which may be relevant to the settlement of the grievance.

8:08 If mutually agreed, a single Arbitrator can be utilized and in such case the provisions of this Article shall apply where applicable.

8.09 Preventative Mediation

Provided both parties agree, a grievance that is referred for arbitration may be referred to grievance mediation process for a further attempt at resolution prior to being schedule for arbitration hearing.

Article 9 - Hours of Work

9:01 Subject to and notwithstanding Article 13, Clause 13:05, the work week for all full time employees shall be as follows:

(a) Shift workers - under the twelve (12) hour shift system shall receive two (2) paid meal breaks and an 8 hour shift worker shall receive one (1) paid meal break.

(b) A regularly scheduled 12 hour shift worker shall work three (3) consecutive day or night shifts on, followed by three (3) consecutive days off. The shifts shall be as follows:

6:30 a.m. - 6:30 p.m. - Day shift,

6:30 p.m. - 6:30 a.m. - Night shift

(c) Hourly Differential

An hourly differential shall be paid at the rate of **three dollars (\$3.00)** per hour for each regular hour the employee works between the hours of 6:30 p.m. and 6:30 a.m.

(d) Saturday and Sunday Differential

Employees whose regular work week includes Saturday and/or Sunday shall receive a shift premium of **one dollar and fifty cents (\$1.50)** per hour for each regular hour worked between 6:30 a.m. and 6:30 p.m. on Saturday and/or Sunday.

9:02 No split shifts shall be required, i.e., there shall be no break in shifts other than authorized meal breaks and rest periods.

9:03 Exchange of Shifts

Employees may exchange shifts with the approval of the employer provided there is no increase in cost to the employer.

9:04 The City agrees to schedule at least twelve (12) hours between shifts.

9:05 The days of rest for employees, other than shift workers, shall be Saturday and Sunday each week.

9:06 Rest Periods

Employees who work twelve (12) hour work periods shall be permitted three (3) fifteen minute rest periods per twelve (12) hour work period or shift.

Employees who work the eight (8) hour work period shall be permitted two (2) fifteen minute rest periods per eight (8) hour work period.

9:07 A monthly schedule will be prepared by the Employer and posted at least one (1) week prior to the start of the month. Except in the case of an emergency, sickness, or some unforeseen event, no changes will be made to the monthly schedule once it is posted without mutual consent from the impacted employee who may be asked to cover another employee's scheduled shift.

- 9:08** (a) The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by the City:
- (i) All employees shall be deemed to be on duty during the period of closure with the exception of those employees designated by the City as employees performing essential service.
 - (ii) With respect to employees designated as essential under Clause (a)(i) above, or employees referred to in Clause (a)(iii) herein, the City will provide transportation to and from the place of work when such employees are not able to arrange transportation to the place of work.
 - (iii) Notwithstanding any of the above, the City may require any employee to report for work during any period of closure due to adverse weather conditions.
 - (iv) An employee who is already at work and who because of adverse weather conditions as determined by the employer cannot return home and who is required to work beyond their shift or work period shall be paid at the applicable overtime rate.

Article 10 - Overtime Compensation

10:01 Overtime Compensation:

- (a) Subject to Clause 10.03, overtime for employees who do not work a 12 hour shift system shall be compensated as follows:
- (i) time and one half (1/2) for the first four (4) hours and double time after four (4) hours;

- (ii) double time for all overtime hours worked on a Saturday and Sunday;
 - (iii) where an employee is required to work in excess of four (4) hours overtime in any twenty-four (24) hour period, a minimum rest period of eight (8) hours shall be provided by the employer before the employee shall be required to return to work whenever possible. When it is not possible to provide such a rest period, the employee shall receive double time where there is less than an eight (8) hour rest between work periods. An employee's regular pay shall not be reduced due to rest periods granted under this Clause.
- (b) Subject to Clause 10:03, overtime for employees on the current twelve (12) hour shift system shall be compensated at the following rates:
- (i) time and one half (1/2) for the first four (4) hours worked in excess of the twelve (12) hour shift and double time after four (4) hours;
 - (ii) time and one half (1/2) for the first four (4) hours and double time after four (4) hours work on a day off except for work on a day which is Saturday or Sunday in which case double time will be paid;
 - (iii) where an employee is required to work in excess of four (4) hours overtime in any twenty-four (24) hour period, a minimum rest period of eight (8) hours shall be provided by the employer before the employee shall be required to return to work whenever possible. When it is not possible to provide such a rest period, the employee shall receive double time where there is less than an eight (8) hour rest between work periods. An employee's regular pay shall not be reduced due to rest periods granted under this Clause.

10:02 An employee's regular hours shall not be reduced to avoid the payment of overtime.

10:03 (a) The manager may approve time off in lieu during the vacation period (June 1 – September 30) where operational requirements permit. Requests for annual leave will be considered before requests for time off in lieu.

(b) Employees may accumulate up to 100 hours in the Time off in Lieu bank exclusive of stat lieu. This would include banking of overtime, and standby with the plant maintenance section and standby for operations not including time worked (as per MOU 3) at applicable rates. The payouts for these may be requested three times a year on April 1st, July 1st and Dec 1st provided a two week notice is given to the Supervisor.

10:04 Calculation of Overtime

All overtime shall be calculated to the nearest, next highest thirty (30) minute unit.

10:05 Provided the requirements of the service are met, the manager/supervisor may grant requests by individual employees to be excused from overtime work. In the event the number of employees required in each classification exceeds the number of requests to be excused, requests in each classification shall be granted on the basis of seniority. If no employee is willing to work overtime, the junior employee in the classification will be required to work to meet the overtime need.

10.06 (a) Overtime shall be divided equally among employees who are qualified to perform the available work.

(b) Scheduled overtime shall be offered to the person in the appropriate classification who has the lowest number of overtime hours worked on the overtime list, provided the employee is not on approved leave or on scheduled standby for operations. Any employee who refuses overtime will be logged as being offered the overtime, and it will be counted for rotation purposes.

(c) If no other employee is available for the overtime, the employee on standby for operations will be called in on the discretion of the employer.

(d) **Employees will not be eligible for overtime in the following circumstances:**

- **Employees taking in excess of forty-eight (48) hours of Annual Leave or TOIL except for when assigned to standby or when required to work as per Article 17:12.**
- **Employees on Sick Leave, Illness in the Family, three (3) days Bereavement Leave.**
- **Employees on Early and Safe Return to Work or Modified Duties will be assessed for overtime eligibility on an individual basis.**
- **Employees serving a suspension will not be eligible for overtime until eight (8) hours following the end of the suspended shift.**

10:07 Scheduled overtime shall be a minimum of two (2) hours at the applicable overtime rate per occurrence.

10:08 If there is an error made in the assignment of overtime, the correct person will be offered to work an equivalent amount of overtime hours within two (2) months of the error being reported to the Employer. The Employer will make a total of two attempts to schedule makeup overtime for the correct employee and the employee shall have the right of one refusal on the first attempt. If the correct person cannot work the overtime upon the second attempt by the Employer, the overtime shall become null and void. Should no overtime makeup be scheduled by the Employer within two (2) months of the error, the employee shall be compensated for overtime equivalent to the time missed.

Article 11 - Standby

Authorization of Standby

All standby shall be authorized and scheduled by the Employer, and no compensation shall be granted for the period of standby, if the employee does not report for work when required.

11:01 Where standby is required of employees of the Plant Maintenance section, they shall be paid as follows:

- (a) During the period from 4:00 p.m. on any regular working day to 8:00 a.m. on the following regular working day: two (2) hours pay.
- (b) During the period from 4:00 p.m. on Friday to 8:00 a.m. on the following Monday: six (6) hours pay.
- (c) During the period from 8:00 a.m. on a paid statutory holiday to 8:00 a.m. the following regular work day: three (3) hours pay.
- (d) Standby duty shall be in units of eight (8) hours. An employee who is scheduled for standby and is also scheduled to work overtime during the standby period will not have the overtime worked deducted from their standby pay.

11:02 Standby duty shall be required as follows:

- (a) For the Plant Maintenance section, one (1) person from Friday 4:00 p.m. to 8:00 a.m. on the following Monday. When a statutory holiday is observed on a Monday, standby shall be from 4:00 p.m. Friday to 8:00 a.m. the following Tuesday.
- (b) For Plant Operations, one (1) person from Saturday 12:00 a.m. to 6:30 a.m. on the following Monday. When a statutory holiday is observed on a Monday, standby shall be from Saturday 12:00 a.m. to 6:30 a.m. on the following Tuesday.

11:03 Standby shall be divided as equally as possible among employees in the same classification and in the same division.

11:04 Standby duty can be switched between employees provided there is no extra cost to the employer and the switch is approved by the supervisor.

11:05 Subject to operational requirements, when an employee is approved for a block of one week annual leave or more, they shall **be given the option to be placed on standby** the weekends before and after the approved annual leave. The employee who has worked the least amount of standby duty, as per the standby list, shall be assigned the standby duties of that employee.

Article 12 - Call Back

- 12:01** An employee who is called back to work after leaving their place of work and they report for work shall be paid for a minimum of four (4) hours at the applicable overtime rate.
- 12:02** All call backs shall be regulated according to a rotation plan. The initial placing of employees in the rotation plan will be in accordance with seniority. Thereafter the rotation will proceed without regard to seniority.

Article 13 - Transportation and Travel Allowance

- 13:01** When in the course of their duty, an employee is required to travel on the employer's business, transportation shall be provided by the employer.
- 13:02** When an employee is required to travel on the employer's business, expenses for overnight accommodations shall be paid by the City upon presentation of suitable receipts. Employees who arrange private accommodations may claim fifteen dollars (\$15.00) per night without receipts.
- 13:03** (a) For each full day or part thereof on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be as per the City's Travel and Mileage Reimbursement policy. Eligibility for meal per diem is outlined in the policy.
- 13:04** (a) Where employees are required to work overtime after the end of their scheduled shift which exceeds two (2) hours, the employer will provide the employee(s) with a meal or monetary substitute to the value of fifteen dollars (\$15.00). Employees will be given twenty (20) minutes with pay to eat the meal.
- (b) Employees who are called in to work more than two (2) hours before the start of their shift will have the same benefit provided in Clause 13:04(a) above. This benefit applies only when the call-out carries over into the shift.
- 13:05** Notwithstanding any other provision of this Article, when employees are required to work off site without advance notice or no option to return to their regular place of work, they shall receive the appropriate meal allowance and sufficient time to have their meal.

Article 14 - Holidays

14:01 Holidays

Employees shall receive one (1) day paid leave for each of the fifteen (15) holidays as

follows:

- (a) New Year's Day
- (b) St. Patrick's Day
- (c) Good Friday
- (d) St. George's Day
- (e) Commonwealth Day
- (f) Discovery Day
- (g) Memorial Day
- (h) Orangeman's Day
- (i) Labour Day
- (j) Thanksgiving Day
- (k) Armistice Day
- (l) Afternoon of Christmas Eve
- (m) Christmas Day
- (n) Boxing Day
- (o) Afternoon of New Year's Eve
- (p) Regatta Day
- (q) **Any other additional Statutory Holiday proclaimed by the Provincial Government under the Labour Standards Act.**

14:02 Compensation for Scheduled Work on a Holiday

Employees who are scheduled to work on a designated holiday shall be paid at the rate of double time and subject to Clause 14:08 will be granted another day off at a date to be mutually agreed between the employee and their immediate supervisor.

14:03 Employees who are not scheduled to work on a holiday and are called in to work shall receive the greater of call-back pay or pay at the rate of double time for each hour worked. Subject to Clause 14:08, the employee will be granted time off for each holiday hour worked at a date to be mutually agreed between the employee and their immediate supervisor.

14:04 Work Performed on a Holiday Falling on Scheduled Day Off

Employees who are required to work on a designated holiday and the holiday falls on their day off shall receive two and one half (2 ½) hours pay for each hour worked on the holiday. In addition, subject to Clause 14:08, time off at the rate of one (1) hour for each hour worked will be granted at a time to be mutually agreed between the employee and their immediate supervisor.

14:05 Subject to Clause 14:08, when a designated holiday falls on an employee's day off, the employee shall receive another day off with pay to be granted at a time to be mutually agreed between the employee and their immediate supervisor.

14:06 Compensation for Holidays Falling on Saturday

For the purpose of this Agreement, when any of the aforementioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 14, Holidays. All other employees shall observe the following Monday as the holiday.

14:07 Compensation for Holidays Falling on Sunday

For the purpose of this Agreement, when any of the aforementioned holidays falls on a Sunday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 14, Holidays. All other employees shall observe the following Monday (or Tuesday where the preceding clause already applied to Monday) as a holiday.

14:08 Employees shall receive cash in lieu of time off when such time is due under Clauses 14.0 – 14.05. Employees shall have the option of a payout at April 1, July 1 **and September 1** each year with 2 weeks written notice to the supervisor. Time off in lieu not used by December 1st in any year shall be paid out.

14:09 Notwithstanding Clauses 14:06 and 14:07, Shift workers shall observe New Year's Day, Good Friday, Memorial Day, Labour Day, Armistice Day, Regatta Day, Christmas Day, and Boxing Day on the day on which they fall.

If a Statutory Holiday occurs when an employee is off work on an approved paid leave such as annual leave, sick leave, family leave, then the Statutory holiday **is** to be taken at the time it occurs.

Article 15 - Leave of Absence for Association Business

15:01 (a) Employees who request time off from regular duties for the purpose of attending negotiations with the City for a revision or renewal of the Agreement shall be granted time off without loss of pay or accumulative benefits. It is understood that the number of employees to be granted such leave of absence shall not exceed three (3) at any one time.

(b) The Association shall notify the Director of Human Resources before the commencement of negotiations of those employees affected in (a) above.

In all instances employees shall give prior notice of absences from work to their immediate supervisors and such notice will be given as far in advance as possible.

15:02 With the prior approval of the Director of Human Resources, leave without loss of pay will be granted to Shop Stewards who are attending Association sponsored Shop Steward educational seminars. The total leave granted under this Clause in any one (1) year will not

exceed the number of Shop Stewards in the bargaining unit.

15:03 Upon written request by the Association to the Director of Human Resources and with the approval in writing of the Director of Human Resources, leave with pay may be awarded to an employee as follows:

- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Association or an elected delegate of a recognized unit of the Association and who is required to attend the Biennial Convention of the Association, the Newfoundland and Labrador Federation of Labour and Component Conventions within the Province, leave with pay not exceeding three (3) days in any year for each of the above Conventions except that where a Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.
- (b) In the case of an employee who is a member of the Provincial Board of Directors of the Association and who is required to attend meetings of the Association within the Province, leave with pay not exceeding three (3) days in any year.
- (c) In the case of an employee who is a member of the Provincial Executive of the Association and who is required to attend meetings of the Association within the Province, leave with pay not exceeding three (3) days in any year.
- (d) In the case of an employee who is a member of the Provincial Board of Directors of the Association or a delegated representative and who may wish to attend conventions of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one year.

15:04 The City may grant on written request leave of absence without pay for a period of one (1) year for an employee who is selected for a full time position with the Association without loss of accrued benefits. Upon request, the period of leave of absence may be renewed. Employees may not accrue any benefits other than seniority during such period of absence.

Article 16 - Bereavement/Compassionate Leave

16:01 Paid Bereavement Leave

Subject to Clause 16:01(d), an employee shall be entitled to bereavement leave with pay as follows:

- (a) In the case of the death of an employee's child, spouse, **step-child**, grandchild, **five (5)** consecutive days.

- (b) **In the case of the death of an employee’s mother, father, brother, sister, legal guardian, common-law spouse, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or near relative living in the same household, three (3) consecutive days.**
- (c) In the case of the death of an employee’s aunt, uncle, first cousin, niece or nephew, one (1) day. **This day shall be the day that the funeral or service of the deceased takes place.**
- (d) If the death of a relative referred to in Clause 16:01(a) occurs outside the Avalon Peninsula or the Province, the employee may be granted leave with pay not exceeding **six (6)** consecutive days for the purpose of attending the funeral.
- (e) In cases where extraordinary circumstances prevail, the employer at their discretion may grant special leave with pay for bereavement up to a maximum of three (3) days in addition to that provided in Clauses 16:01(a), (b), (c) and **(d)**.

16:02 Subject to the approval of the Director of Human Resources, special leave with pay not exceeding three (3) days may be granted in circumstances for reasons other than bereavement.

16:03 Family Leave - Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

Reason	Leave of Absence
Marriage of employee's child, brother, or sister	The day of the wedding
Birth of employee's child	Four (4) working days mutually agreed upon between the employer and the employee
Adoption of child	One (1) day
Serious fire or flood in employee's home	Up to three (3) days
Moving employee's household	One (1) day - day of the move
Employee's marriage	Three (3) working days mutually agreed upon between the employee and the employer

16:04 Illness in the Family – Where no one other than the employee can provide for the needs during illness of their spouse, child or parent an employee, with the approval of their Supervisor, shall be allowed to take off up to 40 hours per calendar year from their

accumulated sick leave bank for this purpose. The employee may be required to present proof to the Director of Human Resources of illness of the family member concerned.

16:05 Employees shall be granted leave of absence with pay for the purpose of medical or dental appointments for self, spouse, child or parent under their care, up to a maximum of thirty (30) hours per year. Employees will make every reasonable effort to schedule such appointments outside of normal working hours. In the event the employee has used the 30 hours, any further appointments for family members shall be deducted from Annual Leave or TOILOOT. If the additional appointments are for the employee, it shall be deducted from the employee's sick leave accumulation.

Article 17 - Vacations

17:01 a) (i) An employee who works 2080 hours per year shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one (1) year - *10 hours per month*

One (1) year or more - *120 hours per year*

In the calendar year of the fifth anniversary and each year thereafter - *160 hours per year.*

In the calendar year of the fifteenth anniversary and each year thereafter - *200 hours per year.*

In the calendar year of the twenty-fifth anniversary and each year thereafter - *240 hours per year.*

The calendar year shall extend from January 1 - December 31.

17.01 (ii) All employees hired on or after July 31, 2007 such that they work 2184 hours per year shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one (1) year – *10.5 hours per month*

One (1) year or more - *126 hours per year*

In the calendar year of the fifth anniversary and each year thereafter – *168 hours per year.*

In the calendar year of the fifteenth anniversary and each year thereafter - *210 hours per year.*

In the calendar year of the twenty-fifth anniversary and each year thereafter - 252 hours per year.

- 17.01 (iii)** All current employees (on staff as of July 30, 2007) who work 12 hour shifts or are moved to a 12 hour shift schedule such that they work 2184 hours per year shall receive an annual vacation with pay in accordance with their years of employment as follows:

One (1) year or more - 144 hours per year

In the calendar year of the fifth anniversary and each year thereafter – 180 hours per year.

In the calendar year of the fifteenth anniversary and each year thereafter - 216 hours per year.

In the calendar year of the twenty-fifth anniversary and each year thereafter - 252 hours per year.

- (b) For the purpose of calculation of length of annual vacation with pay, it is agreed that an employee's service will be that service performed in the twelve (12) month period currently used.

- 17:02** If a paid holiday falls or is observed during an employee's vacation period, they shall have that day added to their vacation or they may request to be allowed to take the day with pay at a time to be mutually agreed upon.

17:03 Calculation of Vacation Pay

Vacation pay shall be the rate effective immediately prior to the vacation period. However, should any salary increase become effective during the employee's vacation period, they shall receive the benefit of such increase from the effective date.

- 17:04** An employee terminating their employment at any time or who is laid off in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation at termination.

- 17:05** Employees in each division in consultation with their supervisor shall determine their own method of selecting available vacation dates. The initial placing of the employees in the plan will be in accordance with seniority.

Employees shall be allowed to avail of all of their vacation time in one or up to three (3) periods if they desire subject to operational requirements.

In any event, employees can avail of three (3) unbroken periods from April 1st to March

31st. Employees will be required to submit their vacation requests to the employer by February 1 outlining their preferences for vacation dates from April 1 to March 31. Seniority shall prevail in the employer approving employees' first, then second and then third choices respectively. Seniority will prevail for each individual choice and thus, the importance of each employee prioritizing respective choices. The employer shall consult with the employee(s) with respect to any scheduling conflicts.

Following the posting of the vacation schedule, approval will be in the order of requests received subject to operational requirements.

- 17:06** (a) Vacation schedules shall be posted by March 1st of each year.
- (b) An employee's vacation shall start at the end of their last scheduled shift and will not end until the beginning of their next scheduled shift.
- (c) Except in cases of emergency where it is absolutely necessary to do otherwise, employees shall be granted their vacations at the times selected under Clause 17:05 above.

17:07 Carry Forward of Vacation

Upon request an employee shall be permitted to carry forward into another year any unused portion of their vacation credits. The unused portion of vacation credits carried over shall not be taken between the 1st day of June and the 30th day of September unless permission is granted by the City. Notwithstanding the foregoing, the amount of vacation that an employee may carry over to the next year shall not exceed that employee's normal annual entitlement and thus the maximum amount of vacation that shall be due to any employee at any time is limited to twice their annual entitlement.

- 17:08** (a) No vacation leave may be taken by an employee until they have not less than sixty (60) days of service prior to taking leave.
- (b) An employee with more than sixty (60) days service may anticipate vacation leave to the end of the period of their authorized employment or to the end of the current vacation period as stipulated in Clause 17:01(b), whichever is the shorter period.
- (c) An employee who on termination has a debit balance of vacation leave will have the value of their vacation deducted from their final pay cheque.

- 17:09** (a) An employee who becomes ill while on vacation leave may change the status of their leave to sick leave effective the date of notification to the City provided that the employee submits a medical certificate acceptable to the Director of Human Resources:

- (i) by the date the employee's approved vacation period expires; or
 - (ii) where the period of illness is to extend beyond the expiration of the approved vacation period at such intervals as the Director of Human Resources may require.
- (b) In the case of an employee who is admitted to hospital while on vacation they may change the status of their leave to sick leave with effect from the date they were admitted to hospital.
 - (c) An employee who while on vacation qualified for bereavement leave shall be credited the appropriate number of days to vacation leave.
 - (d) The period of vacation so displaced in 17:09(a), (b) and (c) shall be reinstated for use at a later date to be mutually agreed.

17:10 For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty percent (50%) or more of the days in the first or last calendar month of service shall, in each case, be deemed to have had a month of service.

17:11 (a) Subject to Clauses 18.07 and 20.04(d) employees shall accumulate all benefits while on vacation or any other paid leave of absence. This shall include, but not be limited to, sick leave, Workers' Compensation and periods where employees are receiving pay and not working.

(b) Employees shall not continue to accumulate benefits while on the short or long term disability plan with the exception of seniority.

17:12 An employee who is required to return to work from vacation during normally scheduled hours will be paid at time and one half (1 ½) for **all annual leave hours worked**, and the annual leave hours displaced will be credited back to the employee's annual leave bank. An employee who is required to return to work from vacation outside of normally scheduled hours will be paid for hours worked at the applicable overtime rate. The Employer will make every reasonable effort not to require the employee to return to work from their vacation leave.

Article 18 - Sick Leave

18:01 Sick leave benefits

- (a) Employees on staff as of July 30, 2007 shall earn sick leave benefits as follows:
 - (i) An employee is eligible to accumulate sick leave with full pay at the rate of One hundred and ninety two (192) hours per year (8 hour employees) to a maximum of 2080 hours.

(ii) An employee is eligible to accumulate sick leave with full pay at the rate of *two hundred and eighty eight (288) hours per year* (12 hour employees) to a maximum of 3120 hours

(b) All new employees hired on or after July 31, 2007 shall earn sick leave benefits at the rate of 12 hours per month (144 hours per year) to a maximum of 2080 hours.

18:02 An employee may be required to produce a certificate from a Medical Practitioner for any illness in excess of three (3) consecutive working shifts, certifying that they were unable to carry out their duties due to illness. An employee having taken six (6) shifts sick leave, in a calendar year for which no certificate from a Medical Practitioner was required under this Clause, may thereafter be required to produce a medical certificate satisfactory to the Director of Human Resources for any days absent from employment with the Employer through illness or injury. In cases of excessive absence, or of suspected abuse shown by an established pattern of sickness, the City reserves the right to require additional medical certificate for any period of absence.

18:03 An employee who is laid off will retain their accumulated sick leave credits, if any, existing at the time of such layoff provided that the employee still has seniority.

18:04 For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty percent (50%) or more of the days in the first or last calendar month of their service shall, in each case be deemed to have had a month of service.

18:05 Where an employee has a break in service in excess of thirty (30) consecutive calendar days not caused by layoff, their service for the purpose of this Article shall be deemed to commence from the date of re-employment. Any approved leave of absence will not cause a break in service.

18:06 A “day” as it pertains to shift workers in the Article shall be defined as a twelve (12) hour period for those employees who were employed as of July 30, 2007 (the date of ratification of this agreement).

18:07 When an employee has used the maximum of sick leave which may be awarded to them in accordance with this Agreement, they may elect, if they are still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if they are eligible to receive such leave.

Article 19 - Special Leave

19:01 Education Leave

With the prior approval of the Director of Human Resources, an employee may be awarded education leave as follows:

- (a) Education leave may be awarded to an employee to enable them to participate in courses of training for the purpose of upgrading their qualifications when related to their job under such terms as the Director of Human Resources may prescribe. The employee shall be awarded leave with full pay for the period of time spent on such leave.
- (b) Education leave may be awarded to an employee to enable them to participate in courses of training other than those referred to in Clause 19:01 (a) above. Such leave would be awarded under such terms and conditions as the Director of Human Resources may prescribe.

19:02 With the prior approval of the Director of Human Resources, employees who are members of the Safety Committee established in accordance with the Occupational Health & Safety Act and Regulations may be granted special leave for the purpose of attending safety training courses or seminars in occupational health and safety.

19:03 Where an employee is required by the City to participate in any form of training course(s), the employee will be considered at work for the actual period of time spent in attending such course(s).

19:04 With the approval of the Director of Human Resources, special leave without pay may be granted to an employee in exceptional circumstances, provided that the employee has no current or accumulated leave available to them.

19:05 If the City policies provide for greater and/or additional opportunities for leave than are contained in this Article, then City policies shall apply.

19:06 The Employer agrees to pay necessary fees to employees who are required to be a member of a professional Association or to maintain a legislative or professional License in order to maintain employment with the City. This does not cover requirement for driver's license.

Article 20 - Working Conditions

20:01 The parties recognize and agree to support a health and safety program in accordance with the Occupational Health and Safety Act and Regulations thereto. The employer agrees to continue to make every effort to provide its employees with safe and healthy working conditions, equipment and materials, and will ensure that all reasonable precautions are taken in accordance with the Occupational Health and Safety Act and Regulations thereto.

20:02 The present practice relating to the provision of accommodations for employees to have their meals and store and change their clothes will be maintained for the term of this Agreement. The level of equipment shall be maintained or replaced as required.

20:03 The present practice of providing parking facilities for employees during their working hours

will be maintained for the term of this Agreement.

20:04 UNIFORMS AND SAFETY CLOTHING

- (a)
- i) Maintenance, Building Maintenance, Operator, Instrumentation Technologist / Industrial Electrician and Maintenance Operator classifications:
(Note: Instrumentation Technologist / Industrial Electrician shall receive Clothing issue in accordance with Occupational Health and Safety requirements on fire rated clothing).
- Work Shirt - 3 yearly
 - Work Pants - 3 yearly
 - Rainwear - 1 every 4 years
 - Long Rubbers - 1 every 4 years
 - Summer Jacket - 1 every year
 - Coveralls (fire/flash rated) – 2 pairs yearly
 - Work Gloves - 4 pairs yearly
 - Parka - 1 every three years
 - Rubber Gloves - 1 yearly
 - Insulated Safety Logans – 1 every 4 years
 - Hard Hat Liner - 1 yearly
 - Insulated Coveralls / Snow pants - 1 pair every 3 years
- ii) Laboratory Technologist classification:
- Work Shirt - 3 yearly
 - Work Pants - 3 yearly
 - Rainwear - 1 every 4 years
 - Parka - 1 every three years
 - Summer Jacket - 1 every year
 - Insulated Safety Logans – 1 every 4 years
 - Lab Coat – 2 yearly
 - Snow pants - 1 pair every 3 years
- b) Clothing issue is for the period January 1 – December 31. The City will endeavor to have clothing issued by January 31 of every calendar year.
- c) Except for initial clothing issue, the clothing provided will be issued on the basis of time actually worked.
- d) For the purpose of this article, one year is equivalent to 2184 hours for a regularly scheduled 12 hour shift worker and 2080 hours for other applicable classifications.
- e) This list is for normal wear and tear. Replacement clothing will be issued as necessary upon inspection of old issue by the Employer. Additional items may be issued by the Employer in

special circumstances. Loss or theft will not be considered a special circumstance.

- f) Where an employee terminates their employment, the latest issued items must be returned to the Employer.
- g) An initial issue of five (5) shirts.
- h) All employees, with the exception of Administrative Assistant, will receive an allowance of \$300 for work boots per year as a taxable benefit. This implementation will occur January 1, 2024.**

20:05 (a) The City agrees with the establishment of a Labour Management Committee for the purpose of meeting and conferring on matters of mutual interest which are not properly the subject matter of a grievance or arbitration. The terms of reference and operating procedures for this committee will be those contained in Appendix "B" of this Agreement.

- (b) **Composition**
Management will be represented by persons who are employees in a managerial capacity but will have as its chief representative the City Manager or designate.

20:06 The City may permanently transfer an employee from one geographical location to another where there is no change in classification. However, an employee shall not be required to change their permanent work location or headquarters where their former position would continue to be occupied.

Article 21 - Classification

21:01 When a new classification not already provided for in this Agreement is developed and such classification is included in the bargaining unit, the City will notify the Association of the proposed rate(s) of pay for the classification. The rate(s) of pay will then be subject to negotiations between the City and the Association, and if agreement cannot be reached, the matter will be deferred until negotiations for a revised Collective Agreement. Should a rate of pay eventually agreed upon be greater than initially set by the City, the change will be retroactive to the date on which the employee concerned was hired to work in that specific classification.

21:02 (a) Where duties and responsibilities are assigned to an existing classification which may warrant reclassification, the matter shall be discussed between the Association and the City Manager or designate. If there is disagreement on whether or not reclassification is warranted, the matter may be submitted to arbitration in accordance with Article 8.

- (b) If the arbitration board determines that reclassification is necessary, the matter shall then be dealt with under Clause 21:01.
- (c) Subject to Clause 23:02, employees in one classification shall not perform the work of another classification.

Article 22 - Injury on Duty

22:01 Should legislation permit, an employee prevented from performing their regular work with the City because of a personal injury or occupational disease arising out of and in the course of employment that is recognized by the Workplace Health and Safety Compensation Commission as compensable within the meaning of the Workers' Compensation Act shall receive from the City the difference between the amount payable by the Workplace Health and Safety Compensation Commission.

22.02: Safe and Early Return to Work Program

The Safe and Early Return to Work Program of the Workplace Health Safety and Compensation Commission shall be carried out in accordance with the applicable legislation.

Article 23 - Payment of Wages and Allowances

23:01 The parties agree that the normal method of payment of employees will be by direct deposit to their bank account (electronic transfer).

- (a) All employees shall be paid every second Friday.
- (b) On each pay day, each employee shall be provided with an itemized statement of earnings and deductions:
 - the rate per hour
 - the number of regular hours worked
 - the number of overtime hours worked
 - the period covered
- (c) Employees who work a regularly scheduled 12 hour shift at the Bay Bulls Big Pond Water Treatment Plant shall be paid by an averaging method to provide pay based on eighty-four (84) hours bi-weekly. The employer reserves the right to stop paying by this method if difficulties arise in accounting or making necessary adjustments to recover over payments.
- (d) Overtime or other premium pay must be paid no later than the second pay period following the time worked.

Any mistake of underpayment that exceeds twenty-five percent (25%) of the employee's regular pay must be corrected by issue of a new cheque to cover the underpayment on the next business day following receipt of pay. Under payments less than twenty-five percent (25%) of regular pay will be corrected on the next pay day following the underpayment.

- 23:02** Where an employee is temporarily assigned to work in a classification within the bargaining unit which is higher than the employee's own classification, they shall be reimbursed for the entire period of the temporary assignment at the rate for the higher classification provided that the employee has worked in the higher classification for one (1) or more full shifts.

Article 24 - Salaries - Wages

- 24:01** The salary scales set out in Appendix "A" will become effective from the dates prescribed in that schedule and the salary adjustment formula set forth therein shall be applied.
- 24:02** The rates of pay established under Clause 24:01 above will be set out and included in this Agreement as Appendix "A".

Article 25 - Discipline

- 25:01** (a) Subject to Clause 25:01 (b), any disciplinary action taken by the City against an employee will be subject to the grievance and arbitration procedure(s). This will also apply to an employee who is disciplined by the City while they are on temporary assignment to a position which is outside the bargaining unit.
- (b) Probationary employees shall not have access to the arbitration procedure in the case of termination during their probationary period, except in the case where discrimination is alleged. Employees shall be informed of this provision during the hiring stage.
- 25:02** Any employee who is suspended or dismissed shall, within five (5) calendar days of such suspension or dismissal, be provided with written notification which shall state the reason(s) for the suspension or dismissal.
- 25:03** Where the City notifies an employee in writing of any dissatisfaction concerning their work or otherwise which may affect the employee's standing with the employer, such notification shall be given within ten (10) calendar days of the event of the complaint. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at any time.
- 25:04** **May Omit Grievance Steps.**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 7, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

25:05 Unjust Suspension or Discharge.

An employee who has been unjustly suspended or discharged shall be immediately reinstated in **their** former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

25:06 Right to Have Steward Present.

An employee shall have the right to have a steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview.

25.07 An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a Labour dispute. Failure to cross such a legal picket line by a member of the Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Employees, who do not report for work as a result of not crossing a picket line, will not be paid.

Article 26 - Personal Files

26:01 There shall be one (1) official personnel file for each employee which will be maintained in the Human Resources Department. An employee shall at any reasonable time be allowed to inspect their personnel file and may be accompanied by a representative of the Association if they so desire.

(a) In exceptional circumstances where an employee is incarcerated, confined to bed or hospital, or removed by a distance where return would be impractical, the employee may give written permission for a representative of the Association to inspect their file for the purpose of investigating a grievance.

26:02 The record of an employee shall not be used against them at any time in the following instances:

(a) when eighteen (18) months have elapsed since a suspension, provided that there has

been no other infraction.

- (b) when twelve (12) months have elapsed since the issuance of a letter of reprimand, provided there has been no other infraction
- (c) In the case of continuing alcohol and/or drug related offences, the record will not be removed.
- (d) The affected employee shall be responsible for requesting that the document be removed from their personal file and destroyed once the time limits specified in (a) and (b) have been exceeded. Where a disagreement arises as to the date of the incident or situation referred to above, the date cited on the document shall apply.

26:03 An employee shall be given an opportunity to sign all performance assessments of their work performance before being placed on the employee's personal file. The employee's signature on these assessments shall not be construed to mean agreement with the assessment but merely receipt of same. Should the employee refuse to sign, it shall be indicated on the assessment. An employee has a right to grieve in accordance with Article 7.

Article 27 - Severance Pay

27:01 An employee is entitled to be paid on retirement only, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by their weekly salary. Continuous service shall include service with the provincial government and the Metro Board which is prior to, unbroken and continuous with their service with the City. For retirement only in accordance with the employees' Pension Plan or upon death such employee will receive one week's pay at the rate of pay effective on the date of retirement /death, for each year of service up to the date of retirement, or upon death. Employees hired after March 30, 2020, will not be eligible to receive this benefit.

On ratification of the collective agreement, an active employee will be provided with a one-time option to receive a payout of their retirement allowance accumulated to December 31, 2019, or a portion thereof. The portion selected will be paid out up to December 31 of the selected year. Employees opting for this one-time payout will continue to accrue retirement allowance from January 1 following the selected payout year, to be paid out upon retirement / death.

Employees on layoff will be given the option for a one-time payout upon return to work.

Any employee hired after March 30, 2020, will not be eligible for a retirement allowance.

27:02 For the purpose of this Article, periods of authorized leave without pay shall not be regarded as breaks in continuous service but the period of leave without pay shall not be counted as service when determining the total amount of service of an employee.

27:03 The maximum severance pay which an employee shall be paid for their total period of employment in the public service shall not exceed the number of weeks as specified in Clause 27:01 above.

Article 28 - Promotion

28:01 Effective Date of Change in Pay on Promotion

Changes in pay rates as a result of a promotion shall be effective from the date of promotion.

28:02 Both parties recognize:

- (a) the principle of promotion within the service of the City;
- (b) that job opportunity should normally increase in proportion to length of service.

28:03 (a) Qualifications and ability shall be the governing factors in filling vacancies and making promotions. Where these factors are relatively equal, seniority shall prevail.

- (b) Where there is a grievance concerning Clause 28:03 (a) above, an arbitration board shall have the power to review management's decision to determine whether the decision was proper and reasonable. If the Board finds that such was not the case, the decision of the employer may be reversed.

28:04 Trial Period

The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of three hundred and twenty (320) hours of work. In the event that the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate without loss of seniority. If, within the first month of the trial period, the employee along with their Shop Steward, provides reasonable justification to their manager, the Employer and Union may mutually agree to revert the employee to their former position. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

28:05 Consideration for promotion may be given to the senior applicant in a job competition who does not qualify for a new position or vacancy in accordance with Clause 28:03 (a) where it appears to the City that such person could so qualify by the time the new position or vacancy would have been filled by the applicant who would otherwise have been successful.

Article 29 - Seniority

29:01 Seniority means the length of service an employee has in this bargaining unit and includes previous service with the St. John's Metropolitan Area Board. It is agreed that employees with the Bay Bulls Water Supply System who worked with the System when it was operated by the Provincial Government shall have service with the Government combined with the St. John's Metropolitan Area Board to determine seniority date in this bargaining unit.

29:02 The following conditions shall result in a loss of seniority for an employee:

- (a) who resigns or retires and is not re-employed within thirty (30) calendar days;
- (b) who is dismissed and not reinstated;
- (c) who has been laid off in excess of twelve (12) consecutive months;
- (d) when recalled from layoff, they fail to report within fourteen (14) calendar days notice to do so. Where an employee because of exceptional circumstances acceptable to the City is unable to report to work when required, they will not forfeit their seniority or recall rights. An employee recalled for casual work of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work;
- (e) who is absent from work without notifying the City for five (5) consecutive days unless notice was not reasonably possible.
- (f) who occupies a temporary position outside the bargaining unit for more than thirteen (13) continuous months, continue to pay union dues and at the end of thirteen (13) months must revert to their original position or lose their seniority.

29:03 The City shall maintain a seniority list showing the day upon which each employee's seniority commenced. An up-to-date list shall be sent to the Association and posted in January of each year. Corrections may be made where errors occur, provided that no change can be made in the first approved list.

29:04 Employees shall not lose seniority during any period where they are on any form of leave.

29.05 Equal Seniority

Where two or more employees commence work on the same day, the seniority numbers shall be based on the last three digits of the employee's Social Insurance Number, with the lower seniority numbers assigned in ascending order from the employee having the lowest number in the last three (3) digits of their SIN.

Article 30 - Job Competitions

30:01 When a vacancy or a new position is to be filled, either inside or outside the bargaining unit, the City shall post notice of the position in accessible places for a period of not less than five (5) working days. Copies of all postings are to be supplied concurrently to the Local Secretary of the Association.

30:02 Information on Postings

For vacancies or new positions inside the bargaining unit, such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range, and whether shift work could be involved. Qualifications may not be established in any arbitrary or discriminatory manner.

30.03 Temporary Vacancies

If the City determines, based on its operational requirements, that it will fill a temporary vacancy, then it will be filled as follows:

- a) Temporary vacancies that expected to exceed eight (8) weeks in duration will be posted for a period of five (5) working days. The selection of employees to fill such vacancies will be made in accordance with Article 28.
- b) Employees assigned or selected to cover the temporary assignment of temporary vacancy shall return to their normal permanent position at the end of the temporary assignment and employees recalled to cover such assignments or vacancies shall return to layoff status if unable to exercise bumping rights in accordance with article 31.04.

Article 31 - Layoff and Recall

31:01 Both parties recognize that job security should normally increase in proportion to length of service.

Therefore:

- (a) in the event of a layoff, those employees in the classification affected who have the least seniority shall be the first employees laid off provided that the employees retained are qualified to perform the duties required;
- (b) in the event of a recall, those employees in the classification affected who have the most seniority shall be the first employees rehired provided that such employees are qualified to perform the duties required;

- (c) Shop Stewards shall have super-seniority in respect to layoff and recall for the term of their office as Shop Stewards.

31:02 No new employees shall be hired until those laid off with recall rights have been given an opportunity of recall, provided they can meet all the required qualifications for the available job.

31:03 Where an employee is to be laid off the City will give advance notification to the employee in accordance with Article 32 - Termination of Employment - Layoff.

31.04 Displacement Process

For the application of this Article a temporary employee shall not have the right to displace a permanent employee. Employees shall have the right to displace into a higher classification provided that they are qualified and able to perform the work.

- 1) All employees affected by a staff reduction or is displaced by another permanent employee so affected must, within two (2) working days of notification, accept the layoff with right of recall or elect one of the following in writing to the Human Resources Officer, with the employee providing a copy to the Union Recording Secretary :
 - a) Displace the most junior permanent employee within their classification provided they are senior to that individual. In the case where an employee has been deemed unsatisfactory in that position or excluded for medical reasons as confirmed through the City's Medical Officer, the next most junior employee in that classification will be displaced.
 - b) Displace the most junior permanent employee in any other work classification in which they are qualified and able to carry out all of the required duties subject to the most recent job posting or job description.
- 2) An employee who meets the qualifications and who is able to carry out all of the required duties shall be provided with an orientation period not to exceed one week for familiarization in the position which they are attempting to bump. Testing shall not occur where employees are bumping into another position in their own classification.
- 3) Where an employee has made their election known to the Human Resources Officer in accordance with Clause 1, the City shall within two (2) days of receipt of the written notice of election notify the affected employee in writing, who will then be deemed to have been given notice of layoff from the date the initial notice was given.
- 4) Should more than two working days be required by the City for this purpose, the affected employee shall be immediately notified and, if the affected employee is the one that will revert to layoff status with right of recall, the effective date of layoff

shall be extended by a period equal to the extension of time required by the City.

- 5) When a notice of layoff is issued to an employee in accordance with Clause 31 of the Collective Agreement, the City shall provide the employee with a listing of all positions within the bargaining unit occupied by employees having less seniority than the affected employee.
- 6) Upon request, the Human Resources Officer will provide an affected employee with a copy of the recognized job description for any position which the employee may consider bumping.
- 7) When an employee is unsuccessful in a bumping request, the Human Resources Officer will provide the employee with a letter stating the reasons for the lack of success.
- 8) If an employee does not make their election known within the two (2) working day period stipulated above, they will be laid off with recall rights.
- 9) A permanent employee may displace a junior permanent employee or if there are no positions available for which they are qualified and able to perform, they may displace a temporary employee.
- 10) A temporary employee may only displace another more junior temporary employee provided they are qualified and able to perform the work.

Article 32 - Termination of Employment - Layoff

Notice to be Given Employee

32:01 Permanent and Probationary Employees

Except in the case of dismissal for just cause, thirty (30) calendar days notice in writing shall be given to permanent and probationary employees whose services are to be terminated. If such notice is not given, the employees shall be paid for the number of days by which the period of notice was reduced.

32:02 Part-time and Temporary Employees

Except in the case of dismissal for just cause, fourteen (14) calendar days notice in writing will be given to temporary and part-time employees whose services are to be terminated, provided that such employees are not hired for a specified time period. If such notice is not given, the employees shall be paid for the number of days by which the period of notice was reduced.

Notice to be Given Employer

32:03 Permanent and Probationary Employees

Permanent and probationary employees shall give the City thirty (30) calendar days written notice of intention to terminate employment.

32:04 Part-time and Temporary Employees

Part-time and temporary employees shall give the City fourteen (14) calendar days written notice of intention to terminate employment. This notice period will also apply during the probationary period.

32:05 The notice periods referred to in this Article may be reduced or eliminated by mutual agreement between the employee and the City. Annual leave shall not be used as any part of the notice period unless mutually agreed between the employee and the City.

Article 33 - Technological Change

33:01 Advance Notice

Before the introduction of any technological change or new method of operation which will affect the rights and benefits of an employee as provided for under this Collective Agreement, the City will notify the Association of the proposed change.

33:02 Consultation

Meetings will be arranged between the City and the Association within twenty-one (21) days of the City's notification to the Association for the purpose of consulting on the effect to result from the change or to discuss training needs.

33:03 a) Technological Change - Training Benefits

In the event that the City should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employee shall, at the expense of the City, less any other allowance provided for such training by any other Government agency, be given a period of time not to exceed one (1) year during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being re-classified in the new position.

(b) Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be subject to discussion between the City and the Association.

- 33:04** (a) Where an affected employee elects not to avail of training as provided for under Clause 33:03, the City agrees that where possible the effect on the employee of changes contemplated by Clause 33:01 will be minimized by transfer or reassignment within the employ of the City.
- (b) An employee transferred or reassigned in accordance with (a) above will have not suffered any reduction in their regular salary unless such employee has refused without giving reasons acceptable to the City to avail of training in accordance with Clause 33:03.

33:05 No New Employees

No new employee(s) will be hired by the City to replace any employee(s) affected by the technological change or new method of operation until the employee(s) already employed and affected by the change have been notified and allowed an opportunity to retrain in accordance with Clause 33:03.

- 33:06** Notwithstanding any of the above it is agreed that where an employee elects not to avail of training opportunities under Clause 33:03 or where it is not possible to transfer or reassign the employee within the employ of the City because of the non-existence of available positions, the employee will be terminated and notice will be served in accordance with Article 32 - Termination of Employment - Layoff.

Article 34 - Contracting Out

- 34:01** The Association recognizes the City's requirement to retain the present practice relating to contracting out work with the understanding that contracting out will not be to the detriment of the Association and cause the loss of employment of employees who would otherwise not have been affected. Such commitment shall not be construed in a way to jeopardize or restrict the City's commitment to give the best possible service to the citizens in its jurisdiction.
- 34:02** In the event work is contracted out as per Clause 34:01 and such work is other than routine preventative maintenance or routine inspections and adjustments, an employee of the respective department shall accompany the contractor if it is deemed necessary by the employer.

Article 35 - Strikes

35:01 The employer agrees that there will be no lockouts during the term of this Agreement. The Association agrees that there will be no strikes during the term of this Agreement.

Article 36 - Amendment by Mutual Consent

36:01 It is agreed by the parties of this Agreement that any provision in this Agreement other than the duration of the Agreement may be amended in writing by mutual consent. Such amendment(s) shall form part of this Agreement.

Article 37 - Group Insurance

37.01 (a) The employer will pay fifty percent (50%) of the premium of the group insurance plan and the employee will pay fifty percent (50%).
(b) Any employee hired on or after July 31, 2007 shall cost share major medical health premiums on a 50/50 basis on commencement of retirement and for the balance of their retirement.

37:02 The Association shall have the right to appoint a member of this bargaining unit to the Group Insurance Committee.

37.03 The City shall provide a copy of the Group Insurance Benefit Plan.

37.04 Notwithstanding any other provision of this agreement and after the date of signing of this agreement, an employee who has exhausted their sick leave bank and other paid leave and who is not eligible for LTD, shall remain in the Group Insurance plan under normal cost sharing for a two calendar year period. After this two-calendar year period, all premiums will be paid by the employee. Payments for group insurance premiums must be made monthly by the 15th day of the month preceding the month of coverage.

Article 38 - Pension Plan

38:01 The City will provide a Pension Plan for employees covered by this Collective Agreement.

- All employees hired on or after January 1, 2015, must join the Defined Contribution Pension plan starting the 1st day of the month following the effective date of hire.
- Effective January 1, 1991: Normal retirement at age 60. Early retirement under Pension Plan at age 55 subject to reduced pension on actuarial reduced basis.

a) The Defined Benefit Pension Plan covers and is guaranteed for scope employees who are employed by the City of St. John's as of December 31, 2014. Service cost for the Plan is 50/50 cost shared between the City and employees, with employee contributions being revised on an annual basis to the maximum amount of 9%.

b) Effective January 1, 2015, all new hires to the City of St. John's will be required to join the City's Defined Contribution Pension Plan which will be a 50/50 matching plan with the City to an established maximum. Contributions will be at 6% for each party for the first 3 years of employment. After 3 years employment, the City's contribution rate will rise to maximum of 7%. Employees will have the option to increase their portion of pension contributions to 9%.

38.02 The Association shall have the right to appoint a member to the Pensions Committee who shall be provided with the following information on written request:

- updated copy of the plan text,
- copy of the most recent tri-annual actuarial evaluation of the plan, and;
- periodic information on the performance of the invested funds.

Article 39 - General

39:01 Where it becomes necessary from time to time to issue instructions relating to various policies of the City and whereas these policies are not available, or only available in memo form, the City shall compile a policy manual on such policies that might arise from time to time. Upon signing of this Agreement all new policies of the City shall be issued to the Shop Stewards and any existing policies shall be issued to Shop Stewards upon request.

39:02 Personal Loss

Subject to Clause 39:03 and 39:04 where an employee in the performance of their duty suffers any personal loss and where such loss was not due to the employee's negligence, the employer may compensate the employee for any loss suffered subject to a maximum of three hundred dollars (\$300.00).

39:03 All incidents of loss suffered by an employee shall be reported in writing by the employee within three (3) days of the incident to the City Manager or their designated representative.

39:04 This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the normal performance of their duty and does not apply to clothing.

39:05 All provisions of this agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate or disallow any portion of this agreement the entire agreement shall not be invalidated and the

existing rights, privileges and obligations of the parties shall remain in existence. In such an event, the provision(s) of the Agreement so invalidated or disallowed shall be re-opened for negotiations.

- 39:06** (a) Jury Duty - The City shall grant leave of absence without loss of seniority to an employee who serves as a Juror in any Court. The Employer shall pay such employee the difference between their normal earnings and the payment they received for jury duty.
- (c) Employees subpoenaed to appear in Court on behalf of the City on job related matters on their scheduled time off shall be compensated for a minimum of three (3) hours of work at the overtime rate of pay.

39:07 Technical Information

- (a) Upon written request by the Union, the Employer shall make available to the Union information in its possession that is reasonably required by the union for Collective Bargaining purposes such as budgets and financial statements, job descriptions, positions in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to pension and welfare plans and other finalized technical information and reports, records, studies, surveys, manuals, directives, or documents pertaining to same except where such information may be withheld pursuant to the ATIPP Act. Such information shall not be unreasonably requested nor denied.
- (b) Any changes specified for the provision of the information under the Access to Information and Protection of Privacy (ATIPP) Act may be waived by the City where any information is requested by the union under terms of that Act.

Article 40 - Maternity / Parental / Adoption Leave

- 40:01** The commencement and termination dates of an employee's maternity leave shall be a matter of negotiation between the employee and the City. The commencement date shall be determined as soon as possible after the employee is aware of her pregnancy with the employee's request not to be unreasonably denied. An employee is entitled to a maximum of seventeen (17) weeks maternity leave and parental leave **as per Federal Legislation.**
- 40:02** The City reserves the right to require an employee to commence maternity leave prior to the time specified in Clause 40:01 if the state of her health becomes incompatible with the requirements of her job and she has exhausted her sick leave entitlement.
- 40:03** The employee may return to duty after four (4) weeks notice of her intention to do so on

production of a satisfactory certificate of fitness from her physician.

40:04 An employee may be awarded sick leave for illness regardless of its association with pregnancy during anytime prior to the scheduled beginning of the employee's maternity leave or the birth of the child, whichever occurs earlier.

40:05 Parental Leave:

Birth parents shall be granted Parental Leave upon four (4) weeks written request to the Employer accompanied by written confirmation of birth of the child. Parental Leave shall be granted in accordance with federal legislation. Group Medical, Hospital, Life and Pension Premiums shall be cost shared by the Employer during the period of the leave and the employee shall continue to accrue service and seniority but will not accumulate statutory holidays or sick leave.

40:06 When an employee seeks leave following the legal adoption of a child, the foregoing provisions shall apply. The employee shall furnish proof of adoption.

40:07 Upon return from maternity/paternity/adoption leave, the employee shall resume former position and salary with no loss of accrued benefits.

40:08 Employees shall continue to accumulate service for severance pay, seniority purposes (promotions, layoffs and recalls), and for the purpose of calculating level of Annual Leave entitlement for the period of the approved leave. Employees do not accrue sick leave or annual leave or statutory holidays while on such types of leave of absence.

The City agrees to pay its share of the group insurance premiums on behalf of employees on Maternity/Parental/Adoption Leave, for a maximum of fifty- two (52) weeks.

Article 41 - Occupational Health & Safety

41:01 Co-Operation on Safety

The Union and Management shall co-operate in occupational health and safety matters and recognize the application of the Occupational Health and Safety Act. Management shall comply with all applicable federal, provincial, and municipal health and safety legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union - Management Occupational Health and Safety Committee or negotiations with the Union.

41:02 Union - Management Occupational Health and Safety Committee

A Health and Safety Committee shall be established which is composed of an equal number of Union and Management representatives, but with a minimum of two (2) Union and two

(2) Management members. The Occupational Health and Safety Committee shall hold meetings as mutually agreed or in any event a minimum of four per year for jointly considering, monitoring, inspecting, investigating and reviewing occupational health and safety conditions and practices and to improve existing occupational health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

41:03 Occupational Health and Safety Committee Pay Provision

Union representatives on the Occupational Health and Safety Committee shall not suffer any reduction in basic pay for committee members.

41:04 Right to Refuse and No Disciplinary Action

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they have reasonable grounds to believe that it would be dangerous to their health and safety or to the health and safety of others. No employee shall be ordered or permitted to work on a job which another worker has refused until that employee has been informed of the prior refusal.

41:05 Injury Pay Provision

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 their shift at **their** regular rate of pay, without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

41:06 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical attention while on the job shall be at the expense of the Employer.

41:07 On the recommendation of the Occupational Health and Safety Committee, Union advisors on Health and Safety matters, when accompanied by legitimate representatives of the Local, shall have access to the Employer's premises to attend committee meetings or to assist the Committee in inspections or investigations.

41:08 With the prior approval of the City, Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend seminars sponsored by Government Agencies or the Union for instruction and upgrading on the health and safety matters. Time used by this Committee for this purpose shall be deducted from the days provided in Clause 19:02.

Article 42 - Amalgamation, Regionalization and Merger Protection

42:01 In the event the employer merges or amalgamates with any other body, the employer undertakes to ensure that:

- (i) Employees shall be credited with all seniority rights with the new employer.
- (ii) All service credits relating to vacations with pay, sick leave credits, and all other benefits shall be recognized by the new employer.
- (iii) All works and services presently performed by members of the Newfoundland Association of Public Employees shall continue to be performed by N.A.P.E. members with the new employer.
- (iv) Conditions of employment and wage rates for the new employer shall be equal to the provisions of this Agreement.
- (v) No employees shall suffer loss of employment as a result of merger.
- (vi) Preference in location of employment in the merger municipality shall be on the basis of seniority.

Article 43 - Duration of Agreement

43:01 This Agreement shall cover a four (4) year period commencing **July 1, 2022** and shall remain in full force and effect until **June 30, 2026**.

43:02 This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement and until such time as it is replaced by a new or revised Collective Agreement. Notwithstanding the above, the parties shall retain their legal right to lockout or strike.

43:03 Either of the parties to this Agreement may, within the one hundred and twenty (120) calendar day period immediately prior to the expiration of the Agreement, issue notice of its intention to terminate the Agreement or request negotiations for a renewal or amendments of the Agreement.

43:04 All provisions of this Collective Agreement shall be effective November 26, 2010 (on the day following the date of ratification) excepting that it shall be retroactive to July 1, 2010 as it affects basic pay and overtime pay only.

Article 44 – Retroactive Pay for Terminated Employees

An employee who has severed their employment between the termination date of this Agreement and the signing date of the new Agreement shall receive the full retroactivity of any increase in wages/salaries. It is the employee's responsibility to advise Human Resources of any change in address.

MOU # 1

The following agreement between the parties has been reached regarding summer students.

It is agreed that summer students will not be members of the bargaining unit. In the event there is a conflict regarding the terms and conditions of employment for summer students, the matter will be referred to the Labour - Management Committee for resolution.

MOU # 2: Enhanced Retirement Package

This MOU will only apply to current employees (employees who are on the seniority list as of December 31, 2014) who are enrolled in the existing Defined Benefit Pension Plan.

Notwithstanding the language of article 38, effective July 1, 2003, the pension plan will be amended in respect of NAPE 7808 plan members to provide for the following improvements:

A) unreduced early retirement provided that both of the following conditions are met at the date of retirement:

- age plus years of pensionable service must equal a minimum of 85
- the plan member must be at least 55 years of age

B) Pension reduction for retirement prior to age 60 and prior to Rule of 85 is 0.5% per month that retirement precedes the earlier of age 60 or the date that the plan member would have reached the Rule of 85.

C) 0.6% bridge payable to all members who retire, bridge payable for a maximum of 5 years but not past age 65. The bridge minimum is \$500.00 per month.

D) Current service cost for the Plan is 50/50 cost shared between the City and employees with employee contributions being revised on an annual basis to the maximum amount of 9%.

MOU # 3 – Treatment Plant Maintenance Operator

1. Employer to provide a flexible 80 hours bi-weekly schedule with the understanding that the accumulation of this time would be: 8 hour shifts, 12 hour shifts OR both with the inclusion of non-scheduled periods. Article 10:02 would not apply in these circumstances.
2. As a general practice when the Treatment Plant Maintenance Operator is working Monday – Friday day shifts 8:00AM to 4:00PM they will perform Maintenance division duties and when they are working evening / weekend shifts they will perform Operator related duties unless otherwise assigned based on operational requirements.
3. Treatment Plant Maintenance Operator will be placed on stand-by lists. When assigned to the Maintenance division list the M/O will respond to calls as per clauses in Article 11- Standby and Article 12 Call back.
4. When assigned to Standby for Operations the Treatment Plant Maintenance Operator shall respond and assume the shift of the **regularly scheduled 12-hour shift worker** they are replacing. Their flexible schedule will be adjusted accordingly. In this situation, the Treatment Plant Maintenance Operator will not receive overtime compensation rather hours will be adjusted through mutual agreement subject to operational requirements. Any accrued time off not used by February 1st of the following year will be forfeited.
5. Treatment Plant Maintenance Operator will be placed on the Overtime list. There will be one Overtime list including all positions.

MOU # 4 – Defined Benefit Pension Guarantee

1. The City agrees to amend The Retirement Benefit Plan for the Employees of the City of St. John's (the "Plan"), *PBA* Registration No. 075248, *ITA* Registration No. 0582874 to provide as follows:
 - (a) Notwithstanding anything in the Plan to the contrary, and except as provided herein, all terms of the Plan in force at the time of the signing of the Collective Agreement, including those contained herein, shall remain in force and shall apply to all persons listed in the Defined Benefit Member List (DB Member list) and their spouses and beneficiaries.
 - (b) For the purposes of this Article, the persons listed in the DB Member list shall include those employees employed as of December 31, 2014 (and current beneficiaries) under the terms of the Collective Agreement including those persons:
 - i. Who are on layoff, sick leave, maternity leave, or any other form of approved leave of absence, and all current retirees or deferred members of the Pension Plan and their spouses and beneficiaries whether in receipt of a pension or not.
 - ii. Any individual who was inadvertently omitted due to a clerical error or oversight by the parties.
 - iii. If a member listed in the DB Member list does not become vested in the Pension Plan and removes their interest in the Pension Plan, or a member and their spouse or beneficiary are both deceased, then the member name shall be removed from the DB Member list and they shall have no further rights or interests in the provisions of this Pension Plan. Any vested member who resigns or is terminated and is subsequently rehired will be enrolled in the Defined Contribution pension plan. The enrollment of the rehired employee in the Defined Contribution plan will have no negative impact on any entitlement or benefit accrued under the defined benefit plan.
 - (c) Notwithstanding 1(b), upon the death of an employee listed in the DB Member list, the appropriate beneficiary shall replace said employee in the DB Member list.
 - (d) Notwithstanding anything in the Plan to the contrary, and except as otherwise provided herein, the right to participate in the Plan, all terms and conditions thereof remaining unchanged, in force at the time of the signing of the Collective Agreement including all accrued rights and benefits earned through continued service in the Plan *up to and including the date of ratification of this Collective Agreement and in the future*

shall be guaranteed for and vested in law for all those members listed in the DB Member list and their spouses and beneficiaries for their lifetimes.

- (e) The City and employees will share the current service cost of benefits accruing under the Plan on a 50-50 basis. However, and notwithstanding the foregoing, employee contributions shall not exceed a total of 9% of each individual employee's pensionable earnings. Any current service cost attributable to employees under the 50-50 cost sharing that is in excess of 9% of each individual employee's pensionable earnings shall be the responsibility of and shall be paid by the City.
- (f) The City shall have an actuarial valuation performed and filed under the *Pension Benefits Act* as required by law and shall provide a copy of the actuarial report to NAPE Local 7808 within thirty (30) days of the approval of the actuarial valuation whether or not the actuarial valuation has been submitted to the Superintendent of Pensions.
- (g) All special payments in respect of a going concern unfunded liability or solvency deficiency shall be paid by the City. Notwithstanding the minimum requirements of the *Pension Benefits Act*, any special payment as a result of a going concern unfunded liability or solvency deficiency identified in an actuarial valuation report shall be fully paid by the City when due. Where the City is provided with a legislative exemption from any portion of special payments the City shall be entitled to avail of such exemption provided there is no increase to the current service cost of the plan.
- (h) Notwithstanding Section 14.01 of the Plan or any other provision of the Plan to the contrary, the terms of the Plan in force at the time of the signing of the Collective Agreement, including those contained herein, shall not be subject to modification or amendment which detracts or diminishes in any manner any of the rights, privileges, interests, or benefits of Members listed in the DB Member list and their spouses and beneficiaries until such time as all Members listed in the DB Member list and their spouses and beneficiaries have received all of their benefits and entitlements under the Plan, except with the unanimous, written consent of all Members listed in the DB Member list and their spouses and beneficiaries. Amendments which do not detract from the rights, privileges, interests, and benefits of Members listed in the DB Member list shall be permitted. NAPE Local 7808 shall receive a copy of any planned amendment thirty (30) days prior to the approval of any amendment by the City of St. John's and prior to the filing of such amendment with the Superintendent of Pensions. A dispute whether any proposed change in the Pension Plan detracts or does not detract from the rights, privileges, interests, or benefits of any Members shall be subject to the "dispute resolution mechanism" as identified in paragraph 4 (four). No amendment shall be filed with a Superintendent of Pensions if NAPE Local 7808 gives notice to the City of their intent to invoke the "dispute resolution mechanism" as identified in paragraph 4 (four). Only after the results of the dispute resolution mechanism are determined shall any amendment be filed subject to the terms of the dispute resolution.

- (i) Notwithstanding Section 14.03 of the Plan or any other provision of the Plan or the *Pension Benefits Act* to the contrary, in the event the Plan is wound up, in whole or in part, by action of some person other than the City, including the Superintendent of Pensions, the City shall pay into the Plan Fund such amount as is required to fully fund all of the benefits provided under the Plan to all affected Members listed in the DB Member list and their spouses and beneficiaries as if the Plan continued to operate until the death of the last Member in the DB Member list or their spouse or beneficiary. In the event the Plan is wound up, in whole or in part, benefits shall not be reduced.
 - (j) This amendment to the Plan shall be effective as of the date of signing the Collective Agreement.
2. The City agrees that it will not wind up or terminate the Plan, in whole or in part until all individuals listed in the DB Member list and their spouses and beneficiaries have received their full benefits and entitlements under the plan as defined therein. Notwithstanding the foregoing, the City does have the right to wind up or terminate the plan after all the members listed in the DB Member list have retired provided that the City finds an alternate funding method to guarantee the benefits under this MOU. Any alternate funding plan shall be reviewed by the actuary of NAPE Local 7808 and if the actuary certifies that there is no negative impact on the proposed change by the City on the members in the DB Member list and their spouses and beneficiaries then the City may make the changes proposed.
3. Prior to the above amendment to The Retirement Benefit Plan for the Employees of the City of St. John's being submitted for registration under the *Income Tax Act* and the *Pension Benefits Act*, it shall be subject to the approval of the Union for compliance with this Article.
4. The City agrees to file the amendment under both the *Pension Benefits Act* and the *Income Tax Act* for approval and registration within 30 days of the Collective Agreement being ratified by the parties. In the event that any action by the Superintendent of Pensions or CRA or future legislation should negatively impact this agreement, the parties shall immediately meet to discuss the impact of any decision by the foregoing. In the event that the parties are unable to resolve any difference which has arisen as a result of the foregoing, the actuary of the Plan and the actuary of NAPE Local 7808 shall meet and mutually agree on whatever changes are required to the Plan text to accommodate the action of the Superintendent of Pensions, CRA or legislation and at the same time maintaining the expressed intent of the parties to a *guaranteed vested* lifelong benefit for all members in the DB Member list and their spouses and beneficiaries. In the event that the actuaries are unable to agree the "dispute resolution mechanism" shall be as follows: The parties shall mutually appoint a third actuary whose fees shall be cost shared by the parties. The decision of the third actuary or the two actuaries together shall be final and binding and not subject to judicial review by either party.

MOU # 5 – Hearing Aids

Purchase of hearing aids up to a payable amount of \$5,000 per insured person for any period of 60 consecutive months.

MOU # 6 – Administrative Assistant

Both parties agree that all provisions of the collective agreement apply with the exception of the following:

- Hours of Work – twenty-four (24) hours per week;
 - Eight (8) hours on Monday – 8AM to 4PM
 - Four (4) hours per day Tuesday to Friday – 8AM to 12 Noon

- Vacation – time off
 - Less than one (1) year is six (6) hours per month
 - One year or more – 72 hours per year
 - In the calendar year of the fifth anniversary and each year thereafter – 96 hours per year.
 - In the calendar year of the fifteenth anniversary and each year thereafter – 120 hours per year.
 - In the calendar year of the twenty fifth anniversary and each year thereafter – 144 hours per year.

The calendar year shall extend from January 1-December 31

Holidays

- Employee shall receive pay for all holidays as outlined in Article 14.01 based on their regular work schedule. Example as provided below:

Observed Holiday	Holiday falls on a:	Regular Schedule	Regular pay	Holiday pay
Good Friday (full day)	Friday	4 hours	n/a	4 hours
St. Patrick’s Day (full day)	Monday	8 hours	n/a	8 hours
New Year’s Eve (1/2 day)	Monday	8 hours	4 hours*	4 hours
New Year’s Eve (1/2 day)	Tuesday	4 hours	4 hours	n/a

- * If the ½ day New Years’ Eve holiday is observed on a Monday, this part time employee would work 4 regular hours (ie 8 am – 12 pm) at regular pay and also receive 4 hours holiday pay since the employee is regularly scheduled for 8 hours on Mondays.

Sick Leave

- Employee shall earn sick leave benefits at the rate of 7.2 hours per month (86.4 hours per year) to a maximum of 1248 hours.

APPENDIX "A"

Duration: 4 year agreement to expire on 30 June, **2026**.

The pay raises shall be on the date stipulated and there shall be no other retroactivity of any kind.

Classification	July 1, 2022 2.5%	July 1, 2023 2.75%	July 1, 2024 2.25%	July 1, 2025 3.5%
Building Maintenance Person	27.92	28.69	29.33	30.36
Administrative Assistant	29.70	30.52	31.21	32.30
Instrumentation Technologist / Industrial Electrician	38.68	39.75	40.64	42.06
Laboratory Technologist	36.36	37.36	38.20	39.54
Maintenance Person	37.08	38.10	38.96	40.33
Treatment Plant Maintenance Operator	37.94	38.98	39.86	41.26

***\$1000 per NAPE employee as of date of ratification of the agreement and prorated based on regular paid hours of work in the previous 12 months from date of ratification. The minimum allowance is \$350. Members on lay off effective date of ratification will receive the signing bonus entitlement upon return to work.**

NOTE:

1. The classification of Treatment Plant Maintenance Operator will receive an additional seventy-two cents (72¢) per hour prior to the application of the first percentage increase.

APPENDIX "B"

LABOUR MANAGEMENT COMMITTEE

- A. Article 20 of the current Collective Agreement provides for joint consultation between Labour and Management and the establishment of a Labour Management Committee.
- B. The following are guidelines for the composition, terms of reference, and operation of the Labour Management Committee:-

- 1. TERMS OF REFERENCE

- (i) The Labour Management Committee shall be organized:-
 - (a) to improve communication, mutual respect, understanding and goodwill between management and employees throughout the organization.
 - (b) to discuss ways and means of improving working methods, safety, operating efficiency, elimination of rumours, training methods, educational and welfare activities, to encourage joint consultation on operational changes brought about by technological advancements, and other matters of mutual interest that have to do with the efficient operation of the City.
- (ii) Items already submitted for adjudication through the Grievance Procedure shall not be considered by the Labour Management Committee.
- (iii) All discussions entered into by this Committee cannot be construed as changing or varying the provision and terms of the Collective Agreement between the City and the Association or any legislative regulations governing the conditions of employment of the employees.

The intent and purpose of joint consultation dictate that in arriving at decisions, management give careful consideration to representations made by employee representatives. (Such matters which would be beyond the power of the committee to resolve to finality will be discussed and then referred to the head office of the Association and the City, accompanied by appropriate comment and opinion so that the people in authority to make decisions in these areas can be properly guided in arriving at suitable conclusions.)

APPENDIX "B"
LABOUR MANAGEMENT COMMITTEE

2. Composition

- (i) Committees will be composed of an equal number of representatives of the Association and of Management. The number of representatives on these committees depends on the number and geographical location(s) of employees service by the committee.
- (ii) Management will be represented by persons who are employees in a managerial capacity.
- (iii) Association representatives will consist of employees of the City who are local officers of the branch or employees appointed by the bargaining agent.
- (iv) Representatives shall be chosen to serve for a period of not more than one (1) year without reappointment.
- (v) The Committee shall have a chairman appointed by Management and a co-chairperson appointed by the Association who will alternate at the discretion of the Committee. In the absence of the chairman, the meeting will be presided over by the co-chairperson. Neither chairperson nor co-chairperson shall have a vote except when casting deciding vote as CHAIRPERSON.
- (vi) There shall be a secretary, provided by Management, who will not be a voting member of the Committee.

3. Points Concerning Conduct of Meeting

- (i) Set a definite date every month - special meetings to be called on request.
- (ii) Committee meetings should be held on the City premises, where possible, at times determined by mutual agreement between chairperson and co-chairperson. Meetings should be normally scheduled during working hours. The location of meeting places may be changed by mutual agreement between chairperson and co-chairperson.
- (iii) The Association and Management co-chairperson will, after discussion, determine the agenda in advance of each meeting.
- (iv) The secretary shall prepare agendas, keep records of discussions, distribute copies to all parties concerned including the office of the City Manager and the head office of the Association.

APPENDIX "B"

LABOUR MANAGEMENT COMMITTEE

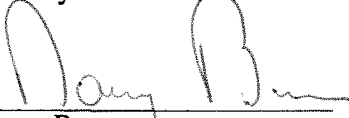
3. (v) The secretary shall give at least seven (7) calendar days advance notice of time and place of meetings and provide a copy of proposed agenda and minutes of previous meeting (if any) to members of the committee and the head office of the City Manager and head office of the Association.
- (vi) The minutes shall be signed by the secretary and approved and initialed by the chairperson and co-chairperson before distribution.
- (vii) Any material to be released or publicized by the committee (other than to employees represented by the committee) shall first be mutually agreed to by the City and the Association.
- (viii) By mutual agreement, the committee may invite additional persons to attend meetings for the purpose of providing advice or information on a particular subject on the agenda, where required, or establish sub-committees where a subject requires in-depth study.
- (ix) Representatives on the committee or invited guests shall be protected against any loss of regular pay by reasons of attendance at meetings. They will be considered to have the equivalent to Parliamentary immunity without fear that their individual relations with the City shall be affected by action taken by them in good faith in their representative capacity. In order to maintain a non-adversary climate, the names of the movers and seconders of motions will not be recorded in the minutes of the meeting.
- (x) Either party may have one observer to attend committee meetings for educational or informational purposes. The intention of including observers is to expose as many people as possible to the Labour Management environment, so that observers should generally change each meeting. Observers shall not be considered part of the committee.
- (xi) A quorum for meetings of the committee shall consist of not less than fifty percent (50%) of the voting representatives of Management and Association.
- (xii) In the absence of both chairperson and co-chairperson, a meeting shall be automatically adjourned.

IN WITNESS WHEREOF the parties hereto have hereunto their hands and seals subscribed and set on the day and year first before written.


SIGNED, SEALED AND DELIVERED FOR

The City of St. John's:


Newfoundland Association of Public Employees, Local 7808:



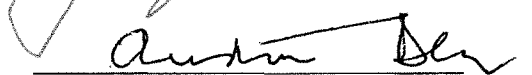
Danny Breen
Mayor




Jerry Earle
NAPE President



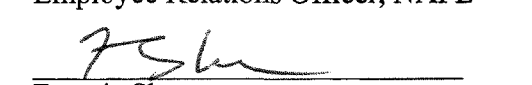
Kevin Breen
City Manager




Austin Deir
Employee Relations Officer, NAPE



Leanne Piccott
Manager, Advisory Services



Francis Shea
Local President




Brad Kearley
Supervisor, Water Treatment



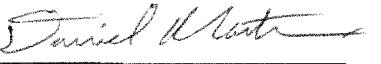
John Cumby
Member, Bargaining Committee




Andrew Niblock
Director, Environmental Services



Rick Gushue
Member, Bargaining Committee



Daniel Martin
Manager, Regional Facilities



Tammy Sheppard
HR Advisor