



COLLECTIVE AGREEMENT

between

HUMBER ARM SOUTH TOWN COUNCIL

AND

**NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND
PRIVATE EMPLOYEES**

(Expires: September 30, 2026)

THIS AGREEMENT made this 14 day of February
Anno Domini, TWO THOUSAND AND TWENTY THREE.

BETWEEN:

HUMBER ARM SOUTH TOWN COUNCIL

of the one part;

AND

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and Labrador and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union"):

of the other part;

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

TABLE OF CONTENTS

<u>ARTICLE NUMBER AND NAME</u>	<u>PAGE NUMBER</u>
1 Preamble	1
2 Management Rights	1
3 Definitions	1
4 Recognition	3
5 Association Security	5
6 Checkoff	6
7 Correspondence	6
8 Grievance Procedure	6
9 Arbitration	9
10 Labour Management Committee	10
11 Absence From Work Due to Weather Conditions	11
12 Probation, Discharge, Suspension & Discipline	12
13 Seniority	14
14 Promotions and Staff Changes	15
15 Layoff and Recall	17
16 Hours of Work and Work Schedule	17
17 Overtime	18
18 Holidays	19
19 Annual Leave	20
20 Sick Leave	21
21 Leave of Absence	23
22 Payment of Wages and Allowances	27
23 Personal Loss	28
24 Strikes and Lockouts	28
25 Termination of Employment	28
26 Employee Benefits	29
27 Severance Pay	31
28 Technological Change	32
29 Effect of Legislation	33
30 Contracting out	34
31 Protective Clothing	34
32 Amendment by Mutual Consent	34
33 Travel on Employer's Business	34
34 Salaries	34
35 Job Security – Successor Rights	35
36 Job Classifications	35
37 Past Practice	36
38 Family Leave	36
39 Duration	37
40 Present Benefits	37
Appendix "A" – Salaries	38

ARTICLE 1 PREAMBLE

- 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.

ARTICLE 2 MANAGEMENT RIGHTS

- 2:01 The Association recognizes and agrees that all the rights, powers and authority both to operate and manage the Town Council under its control and to direct the working forces are vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement
- Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the grievance and arbitration procedure.

ARTICLE 3 DEFINITIONS

- 3:01 For the purpose of these conditions:
- (a) "Classification" means the identification of a position by reference to a class title and pay range number.
 - (b) "Town Council" means the Humber Arm South Town Council.
 - (c) "Day of rest" means a calendar day on which the employee is on leave of absence.
 - (d) "Day" means a working day unless otherwise noted.
 - (e) "Demotion" means an action, other than reclassification, resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification, to a

classification carrying a lower pay range number.

- (f) "Employee" or "employees" where used, is a collective time, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit. Whenever the masculine is used in the Agreement, it shall refer equally to the feminine.
- (g) "Employer" means the Humber Arm South Town Council or its representatives.
- (h) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday.
- (i) "Layoff" means the period of time when an employee is absent from work without pay as a result of a lack of work or the abolition of a post.
- (j) "Leave of absence" means absence from duty with the permission of the Employer.
- (k) "Month of service" means a calendar month in which an employee is in receipt of salary or wages for the prescribed number of working hours in the month or a month in which the employee is on layoff or approved leave of absence.
- (l) "Notice" means in writing which is hand delivered or delivered by registered mail.
- (m) "Overtime" means work performed by an employee in excess of his/her scheduled work day or work week.
- (n) "Part-time employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day for less than the full number of working days in each work week.
- (o) "Full time employee" means a person who is regularly scheduled to work the full number of working hours in each working day for his/her classification without reference to any specified date of termination of service.
- (p) "Probationary employee" means a person who is employed on a full time basis but who has worked less than the prescribed probationary period.

- (q) "Probationary period" means a period of three (3) months of service or four hundred and eighty (480) hours of service from the date of employment.
- (r) "Promotion" means an action which causes the movement of an employee from his/her existing classification to a classification giving a higher pay range number.
- (s) "Reclassification" means any change in the current classification of an existing position.
- (t) "Schedule" means in writing and posted in an accessible place to all employees.
- (u) "Seasonal employee" means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic reassignment in various positions because of the nature of their work.
- (v) "Standby" means any period of time during which an employee is required to be available for recall to work.
- (w) "Temporary employee" means a person who is employed in a full time basis for a specific period or for the purpose of performing specific work and who may be laid off at the end of such period or following the completion of such work. Such employees will be given the date of layoff in writing and if any extension is necessary, the new layoff date will also be in writing.
- (x) "Week" means a period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (y) "Year" means a calendar year.
- (z) "Vacancy" means an opening which is either permanent, part-time or of temporary nature for more than one (1) week.

ARTICLE 4 RECOGNITION

4:01

The Employer recognizes the Association as the bargaining agent for all employees as listed in the Certification Order dated January 16, 1985.

4:02 Work of the Bargaining Unit

Persons who are not within the bargaining unit shall not work on any jobs which included in the bargaining unit.

4:03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Agreement.

4:04 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, promotions, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or for any other reason.

4:05 Shop Stewards

In the interest of maintaining a harmonious relationship between the Town Council, its employees and the Association, both parties to this Agreement recognize the value and rights of Shop Stewards and Local President. 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.

4:06 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 of 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 5 ASSOCIATION SECURITY

5:01 (a) All employees within the bargaining unit shall become and remain members in good standing of the Union as a condition of employment. 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.

(b) The Union agrees that workers from Job Creation projects will not become part of the bargaining unit. The Employer agrees that the use of workers from Job Creation Projects will not reduce the hours of work, pay or benefits of any employees in the bargaining unit.

5:02 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

where copies of the Collective Agreement have been provided to the Town Council by the Association, the employee will receive a copy.

5:04 Where a Shop Steward is available, the employee will be introduced to him/her 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 Checkoff.

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 one (1) hour during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Association membership.

ARTICLE 6 CHECKOFF

6:01 The Employer shall deduct from the salary or wages of all employees within the bargaining unit the amount of membership dues and Local fees and forward same bi-weekly 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;
- (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 and Local fees paid by an employee to the Association during the current year will be recorded on his/her T4 statement.

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

ARTICLE 7 CORRESPONDENCE

7:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Town Council and the President of the Association and a copy to the Local President.

ARTICLE 8 GRIEVANCE PROCEDURE

8:01 Definition of Grievance

A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.

8:02 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Association Stewards to assist any employee in preparing and presenting his/her grievance in accordance with the grievance procedure.

8:03 Shop Stewards

The Employer acknowledges the right of the Association to appoint or elect one (1) Shop Steward.

8:04 Name of Stewards

The Association shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize him.

8:05 Processing of Grievances

Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative or while attending arbitration hearings.

8:06 Permission to Leave Work

It is agreed that Shop Stewards will not absent themselves from their work location for the purpose of handling grievances without first obtaining permission of the Shop Steward's supervisor and that permission will not be unreasonably withheld.

8:07 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved employee shall within ten (10) working days after becoming aware of the occurrence of the grievance, submit his/her grievance to the Shop Steward.

Step 2

If the Steward considers the grievance to be justified, the employee concerned together with his/her Shop Steward, may within ten (10) working days following receipt of the grievance, submit his/her grievance in writing to the Town Clerk/Manager and an earnest effort shall be made by all parties to settle the grievance at Step 2. The Town Clerk/Manager's decision shall be given to the Shop Steward in writing within seven (7) days of receipt of the grievance.

Step 3

Failing settlement being reached at Step 2, either party may refer the dispute to arbitration within thirty (30) calendar days of the Town Clerk/Manager's decision in Step 2.

8:08 Time Limits

Notwithstanding any other provisions of this Article, time limits fixed by this Article shall be considered mandatory. Failure to meet same by the Association shall be fatal to the grievance. If the Employer fails to meet the time limits so fixed by this Article then the grievance shall be deemed to be upheld and the redress sought implemented.

8:09 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement the Association may initiate a grievance and shall commence at Step 2.

8:10 Association May Institute Grievance

The Association and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

8:11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all Steps, except Step 1.

8:12 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meeting.

8:13 Mutually agreed Changes

Any mutually agreed changes to the Collective Agreement made in accordance with Clause 32:01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

8:14 Technical Objections to Grievances

No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical, or similar technical error, or by the inadvertent omission of a Step in the Grievance Procedure.

ARTICLE 9 ARBITRATION

9:01 Notification of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered or certified mail addressed to the other party of the Agreement. The request shall include a suggested name to act as sole arbitrator in the dispute.

9:02 Failure to Agree

If the parties fail to agree on an acceptable arbitrator, the Minister of Labour shall appoint an arbitrator upon the request of either party.

9:03 Arbitration

The Board shall determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. He/she shall hear and determine the difference or allegation and render a decision within sixty (60) days from the time of appointment.

9:04 Decision of the Arbitrator

The decision of the arbitrator shall be final, binding and enforceable on all parties and may not be change. The arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the arbitrator shall have the power to dispose of a grievance by any arrangement which he/she deems just and equitable.

9:05 Disagreement on Decision

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision, which he/she shall do within ten (10) days.

9:06 Expenses of the Board

Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

9:07 Amending of Time Limits

The time limits fixed in both Grievances and Arbitration Procedure may be extended by mutual agreement between the parties.

9:08 Witnesses

At any stage of the Grievance or Arbitration Procedure the parties shall have the assistance of any employee concerned as witness and any other witnesses. Employees appearing as witnesses shall be considered on paid leave with no loss of wages or benefits.

9:09 Conflict of Interest

No Person

- (a) who has any pecuniary interest in the matters referred to the arbitrator; or
- (b) who is acting or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties;

Shall be appointed to act as arbitrator.

ARTICLE 10 LABOUR MANAGEMENT COMMITTEE

10:01 Establishment of Committee

A Labour Management Committee shall be established consisting of at least one (1) member of the Association and one (1) member of the Employer.

10:02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) promoting safety and sanitary practices;
- (b) reviewing suggestions from employees, questions of working conditions and service;

- (c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

10:03 Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. Employees shall not suffer any loss of pay for time spent with this committee.

10:04 Chairman of the Meeting

The meetings of the Committee shall be chaired by the Employer's representative and the Vice-Chairman will be selected by the Association.

10:05 Minutes of Meeting

Minutes of each meeting of the committee shall be prepared and signed by the Chairman and Vice-Chairman as promptly as possible after the close of the meeting. The Chairman and Vice-Chairman shall each receive one (1) copy of the minutes within three (3) days following the meeting.

10:06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other committee of the Association or of the Employer and does not have the power to bind either the Association or its members or the Employer to any decisions or conclusions reached in its discussions. The committee shall have the power to make recommendations to the Association and the Employer with respect to its discussions and conclusions.

ARTICLE 11 ABSENCE FROM WORK DUE TO WEATHER CONDITIONS

11:01 Adverse Weather Conditions

The following provisions shall apply to employees who are absent from work due to adverse weather conditions:

- (a) All employees are due to report to work as scheduled.
- (b) When an employee through no fault of his/her own is unable to

report to work because of adverse weather or because of a declared state of emergency by the Town of Humber Arm South or the Provincial Government, such employee shall suffer no loss of pay or other benefits, nor shall he/she be required to make up, in any way, for time lost due to not reporting for work.

- (c) In the event that the Town Office is closed due to adverse weather, employees will be sent home and employees so affected will suffer no loss in pay or other benefits.
- (d) An employee who is required to work during adverse weather constituting a state of emergency shall be paid at the rate of time and one-half (1 ½) for all hours worked.
- (e) For the purpose of this Article, the Employer is defined as the Mayor or Deputy Mayor or Council.

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

12:01 * (a) Probationary Period

The probationary period shall be six (6) months of service or nine hundred and sixty (960) hours of service.

(b) Discharge Procedure

Any employee who claims to have been unjustly disciplined, discharged or suspended shall have the right to be heard in accordance with the grievance procedure under this Agreement. Any employee who is disciplined, discharged or suspended shall be provided with written notification within five (5) days of incident. Such written notification shall state the reason for discipline, discharge or suspension. If this procedure is not followed the discipline shall be null and void.

If the employee is outside the Province, then the notice period will commence upon his/her return.

12:02 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has be unjustly suspended or discharged, the employee shall be immediately reinstated in his/her former position without loss of seniority and shall be compensated

for all time lost in an amount equal to his/her 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.

12:03 Warnings

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within five (5) days of the incident, give written particulars of such censure to the employee involved. If this procedure is not followed such written censure shall not become part of his/her record for use against him/her at any time.

12:04 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within five (5) working days of the Employer's becoming aware of the event of the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time. The employee's written reply to such notification of dissatisfaction shall become part of his/her record.

Any reprimand or warning given in writing and becoming part of an employee's personal file shall be removed and destroyed after twelve (12) months have elapsed.

12:05 Personal Files

There shall be one (1) official personal file, which shall contain all adverse reports and records of disciplinary action, and this file shall be maintained in the Town Council Office. An employee shall, at any reasonable time, be allowed to inspect his/her personal file, and may be accompanied by a representative of the Association.

12:06 May Omit Grievance Steps

An employee considered by the Association to be wrongfully or unjustly discharged or suspended or subject to disciplinary action, shall be entitled to a hearing under Article 8. Grievance Procedure. Step 2 of the grievance

procedure may be omitted in cases of suspension or discharge and the matter will be referred directly to arbitration if the Association so desires. the garbage truck.

ARTICLE 13 SENIORITY

13:01 Seniority Defined

Subject to Clause 13:04, seniority is defined as length of service with the Employer excluding overtime. Seniority shall operate on a bargaining unit wide basis.

13:02 Seniority Lists

The Employer shall maintain a seniority list showing the classification of each employee, the date upon which the employee's service commenced and the employee's total seniority. An up-to-date seniority list shall be sent to the Association and delivered to each employee in January of each year.

13:03 Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary basis in accordance with Clause 12:01 of this Agreement. During their probationary period such employees shall be entitled to all benefits and rights of this Agreement.

13:04 Loss of Seniority

An employee shall lose his/her seniority in the event that:

- (a) he/she is discharged for just cause and is not reinstated by an arbitrator or under the Grievance Procedure;
- (b) he/she resigns in writing;
- (c) he/she is absent from work in excess of five (5) working days without the approval of the Council or without sufficient cause;
- (d) he/she fails to return to work within fourteen (14) working days following a layoff and after being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the

employee to keep the Employer informed, in writing, of his/her current address. An employee who is recalled for causal work or employment at a time when he/she has employment which will continue for a greater duration than the recall period shall not lose his/her recall rights for refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of notice of recall, the employee shall, within five (5) working days, notify the Employer whether or not he/she will return to work;

(e) he/she is laid off for a period longer than twenty-four (24) months;

13:05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority while outside the unit.

All employee permanently transferred outside the bargaining unit shall lose all seniority in the bargaining unit.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14:01 Job Postings

When a vacancy occurs or new position is created either inside or outside the bargaining unit, the Employer shall post a notice of the position in accessible places in the Employer's premises for a period of not less than fifteen (15) calendar days. Copies of all postings are to be supplied concurrently to the Local President.

14:02 Information on Posting

For vacancies or new positions inside the bargaining unit such notices shall contain the following information – title of position, qualifications, required knowledge and education, skills, wage or salary rate or range, and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state “this position is open to male and female applicants”.

14:03 Procedure for Filling Vacancies

No position will be filled from outside the bargaining unit until the applications of present employees have been fully processed.

14:04 Role of Seniority in Promotions and Transfers

Both parties recognize:

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

Therefore, when a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position or promotion or transfer shall be given preference on a seniority basis for filling such vacancy.

14:05 * Trial Period

The successful applicant shall assume his/her new duties on a trial basis for one (1) year. The Employer shall confirm the employee's appointment after the trial period of one (1) year unless the Employer deems the employee's service unsatisfactory. 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, he/she shall be returned to his/her former position, wage or salary rate without loss of seniority. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to his/her former position, wage or salary rate, without loss of seniority.

14:06 Notification of Successful Applicant

Within fourteen (14) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant with a copy to the Local President.

14:07 Incapacitated Worker Provision

An employee who has become incapacitated by injury or illness will be employed in other work which he/she can do providing a suitable position is available and the applicable rate of the new position will apply. Such an employee shall not displace an employee with more seniority. An employee displaced as a result of this clause shall have the right to bump a less senior employee.

ARTICLE 15 LAYOFF AND RECALL

15:01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall have the right to bump a junior employee(s), subject to employee being deemed qualified.

15:02 Recall Procedure

Employees shall be recalled in order of seniority provided that those employees being recalled are qualified to perform the work required.

15:03 No New Employees

No new employees shall be hired until those laid off have been given an opportunity to recall, provided that those recalled are qualified to perform the work required.

15:04 * Advance Notice of Layoff

Except where legislation is more favourable to an employee, the Employer shall notify full time employees who are to be laid off no less than fourteen (14) calendar days prior to effective date of layoff.

ARTICLE 16 HOURS OF WORK AND WORK SCHEDULE

16:01 The normal hours of work for full time employees shall be eight (8) hours per day, forty (40) hours per week exclusive of meal breaks. The normal hours of work for part-time employees shall be the hours of work designated by the Council upon hiring as altered by the Council from time to time.

16:02 Rest Periods

All employees shall be entitled to a fifteen (15) minute rest period in the first and second half of the shift.

16:03 * Days Off

Days off shall be allocated at the rate of two (2) consecutive days off. The

days shall be mutually agreed upon between the Employer and the employee.

16:04 Hours of Work for Part-Time Employees

- (a) Part-time employees shall work at least a minimum of three (3) hours per day.
- (b) Part-time positions shall be negotiated before assigned.

ARTICLE 17 OVERTIME

17:01 Definition of Overtime

- (a) All time worked by an employee before or after his/her regularly scheduled daily or weekly hours shall be considered overtime.

- (b) Approval of Overtime

All overtime is subject to the prior approval of the Town Clerk/Manager.

17:02 * Normal Overtime Rate

- (a) The normal overtime rate shall be either pay or time off, at the rate of time and one-half (1 ½).
- (b) Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee, the Town Clerk/Manager. The employee's decision to receive time off must be conveyed to the Town Council Designate, Mayor or the Deputy Mayor within seventy-two (72) hours of the conclusion of the overtime.

17:03 Meal Periods

The inside worker shall be entitled to a meal break of thirty (30) minutes per shift. The outside worker shall be entitled to a meal break of thirty (30) minutes per shift. An employee recalled to work during his/her meal period shall be paid time and one-half (1 ½) for all time worked during the meal period. Part-time employees may schedule their meal period at the end of their respective shift.

17:04 Sharing Overtime

Overtime and callback shall be divided equally among employees qualified to perform the available work provided that any employee may refuse overtime.

17:05 Compensation for Work on Paid Holidays

If an employee is required to work on a paid holiday as listed in Clause 18:01, he/she shall be paid in addition to his/her regular pay time and one-half (1 ½) for each hour worked.

17:06 No Layoff to Compensate for Overtime

An employee shall not be laid off during regular hours to equalize any overtime worked.

17:07 Calculating of Overtime Rates

An employee who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his regular hours during such absence.

17:08 Overtime on an Employee's Day Off

An employee who works on his/her day off shall be paid a minimum of three (3) hours pay. Should the employee be required to work in excess of three (3) hours, the employee shall be paid time and one-half (1 ½) for all hours worked.

ARTICLE 18 HOLIDAYS

18:01 * Paid Holidays

Employees shall receive one (1) day of paid leave for each of the statutory 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) Regatta Day (In lieu of a declared municipal holiday)
- (j) Labour Day
- (k) Truth and Reconciliation Day
- (l) Thanksgiving Day
- (m) Armistice Day
- (n) Christmas Eve (½ day)
- (o) Christmas Day
- (p) Boxing Day
- (q) New Year's Eve (½ day)

And any other day proclaimed as a holiday by the Provincial or Federal Governments or the Town Council.

18:02 Compensation for Holidays Falling on Scheduled Days Off

When any of the aforementioned paid holidays fall on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) days and on a mutually agreed date. If such time off cannot be taken within sixty (60) days, the employee will be paid one (1) day's regular pay in lieu of time off.

18:03 Paid Holiday During Leave

If an employee is sick on the day that the paid holiday is designated, the employee shall be charged for the paid holiday and there shall be no reduction from the employee's sick leave.

ARTICLE 19 ANNUAL LEAVE

19:01 Length of Vacation

Permanent full time employees shall receive five (5) weeks' vacation after twenty (20) years' service. All other employees shall receive four percent (4%) of his/her earnings for service less than eight (8) years, and six percent (6%) of earnings for eight (8) years and up.

19:02 Annual leave shall not be taken except with the prior approval of the Town Clerk/Manager. However, subject to the operational requirements of the Town Council, the Council shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the employee.

- 19:03 In the event an employee agrees to work during periods of annual leave, he/she shall receive pay at the rate of time and one-half (1 ½) in addition to his/her regular rate of pay. Hours worked while on vacation shall not be deducted from the employee's vacation credits.
- 19:04 An employee may carry forward to another year any portion of annual leave not taken by him/her in previous years not in excess of ten (10) days.
- 19:05 (a) An employee who becomes ill while on annual leave may change the status of his/her leave to sick leave provided that the employee submits a certificate(s) acceptable to the Council. Such leave to be effective the date of notification to the Employer.
- (b) In the case of an employee who is admitted to hospital while on annual leave, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.
- 19:06 For the purpose of this Article, employees who are re-employed by the Employer after termination may have service prior to termination credited to them for annual leave purposes.
- 19:07 * Part-time employees may, if they desire, receive their vacation pay on their weekly pay cheque.

ARTICLE 20 SICK LEAVE

20:01 Sick Leave Defined

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.

20:02 Paid Sick Leave

- (a) An employee is eligible to accumulate sick leave with full pay at the rate of one (1) day's sick leave for each month of service to a maximum of one hundred and twenty (120) days.
- (b) The following list of employees will retain sick leave accumulated to September 30, 2014 and on a go forward basis will be eligible to accumulate a further one hundred and twenty (120) days based on the formula above.

Todd Parsons
Brendan Wheeler
Karen Donahue

20:03 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all scheduled working days. Absence for sick leave on account of illness in excess of one (1) hour shall be accumulated against sick leave. Absence of one-half (½) day or more and less than a full day shall be deducted as one-half (½) a day.

20:04 * Proof of Illness

- (a) Before receiving sick leave with full pay, an employee will be required by the Employer to produce a medical certificate for an illness in excess of two (2) consecutive working days, and/or six (6) days aggregating within any calendar year. Such a certificate will state that the employee is unable to carry out his/her duties due to illness.

Sick Note – Proof of Illness

- (b) There may be cases where an employee has an ongoing medical condition where they foresee a use of sick days beyond the number of days allowed before a medical certificate is required. In an effort to minimize the number of medical certificates required, employees with an ongoing medical condition are permitted to submit a medical certificate at the beginning of each calendar year outlining that they have an ongoing medical condition to the Employer. If the employer is satisfied with the medical certificate for each subsequent day of illness for the remainder of the calendar year.

20:05 Sick Leave During Leave of Absence and Layoff

When an employee is given paid vacation or special paid leave of absence, or when he/she is absent from work and receiving Workers' Compensation, he/she shall receive on his/her return to work sick leave credit for the period of such absence. When an employee is laid off on account of lack of work for a period of less than twenty-four (24) months and returns to work upon expiration of such layoff, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her accumulative credit, if any, existing at time of such layoff.

20:06 Extension of Sick Leave

- (a) An employee with more than two (2) years of service who has exhausted his/her sick leave credits may be allowed an extension of his/her sick leave to a maximum of fifteen (15) working days to be repaid from month accumulation.
- (b) When an employee has used the maximum of sick leave which may be awarded to him/her in accordance with this Agreement, he/she may elect, if he/she is still unfit to return to duty and if he/she so desires, to proceed on annual leave, including current and accumulated leave, if he/she is eligible to receive such leave and if not, on special leave without pay,

20:07 Sick Leave Records

Upon signing of this Agreement and in January of each year the Employer shall advise each employee of the amount of sick leave accrued to his/her credit and the number of days of sick leave taken by him/her up to and including the previous 31st day of December.

20:08 Injury on Duty

An employee who is injured during working hours and is either required to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift or work day at his/her regular rate of pay without deduction from sick leave.

20:09 Sick Leave During Special Leave Without Pay

An employee on special leave without pay for a full calendar month shall not accumulate sick leave during such period of special leave without pay.

20:10 Sick Leave Credits for the First and Last Month of Employment

For the purpose of this Article, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of his/her service computed in full or half days, shall be deemed to have a month of service.

ARTICLE 21 LEAVE OF ABSENCE

21:01 Negotiation Pay Provision

Representatives of the Association not to exceed one (1) employees shall

not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on or to take part in negotiation meetings.

21:02 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits when required to leave his/her employment temporarily in connection with the grievance or arbitration procedure.

21:03 Leave of Absence for Association Business

- (a) Upon written request by the Association to the Town Clerk/Manager, leave of absence with pay and without loss of benefits shall be granted by the Town Council or its representative to employees elected or appointed to represent the Association at Association functions, including the functions listed in paragraph (b) hereof, up to a limit of a total of forty (40) working days per year accumulated for the entire bargaining unit. On reasonable notice to the Town Council or its representative, an additional ten (10) days shall be granted without pay and without loss of seniority if the above number of days proves to be insufficient for such Association functions. Leave of absence without pay shall be granted to the Executive and/or Shop Steward to attend Executive and Committee meetings of the Association, its affiliated or chartered bodies.
- (b) Association functions shall include the Biennial Convention of the Newfoundland Association of Public Employees, the Component Convention of the Newfoundland Association of Public Employees, the Convention of the Newfoundland and Labrador Federation of Labour, the Conventions of the Canadian Labour Congress, the National Union of Provincial Government Employees, Local Officers' Seminars and Educational Seminars sponsored in whole or in part by the Association, meetings of the Provincial Executive and the Provincial Board of Directors.
- (c) Additional leave without pay for the purpose of attending to Association business may be granted by the Town Council or its representative, if requested and on reasonable notice.

21:04 Leave of Absence for Full Time Association Representative

An employee who is selected or elected for a full time position with the Association or any body with which the Association is affiliated shall be

granted leave of absence without loss of seniority or accrued benefits for a period of one year. Such leave shall be renewed each year, on request, during his/her term of office.

21:05 Paid Bereavement Leave

An employee shall be entitled to bereavement leave with pay as follows:

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, grandmother, grandfather, common-law spouse, mother-in-law, father-in-law, grandchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or near relative living in the same household, three (3) days.
- (b) If the death of a relative referred to in Clause 21:05 (a) occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with pay not exceeding five (5) days for the purpose of attending the funeral. Such days not to be addition to those allotted in Clause 21:05 (a).
- (c) In cases where extraordinary circumstances prevail, the Town Council or its representatives may grant two (2) additional days other than those referred to in Clause 21:05 (a) and (b).

21:06 Maternity Leave

- (a) The Commencement and termination dates of an employee's unpaid maternity leave shall be a matter of negotiation between the employee and the Employer. 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 thirty-three (33) weeks' maternity leave under this Clause.
- (b) The Employer reserves the right to require an employee to commence maternity leave prior to the time specified in Clause 21:06 (a) if the state of her health becomes incompatible with requirements of her job.
- (c)
 - (i) The employee shall resume her former position and salary upon return from maternity leave, with no loss of accrued benefits.
 - (ii) Employees while on maternity leave shall continue to

accumulate service for seniority purposes including promotions, layoffs and recalls.

(d) Procedure for Return to Duty

The Employee who has been on maternity leave may return to duty after she has given two (2) weeks' notice to her intention to so return.

(e) Illness Associated with Pregnancy

An employee may be awarded sick leave for illness that is the result of or may be associated with pregnancy.

(f) Seniority

Employees shall continue to accrue seniority while on maternity leave.

21:07 Adoption Leave

- (a) Subject to the approval of the Employer, an employee may be granted special leave without pay for up to thirty-three (33) weeks following the adoption of a child.
- (b) The provisions of Clause 21:06 (c) shall also apply to leave for adoption of a child.
- (c) Employees on while on special leave without pay under this Clause shall continue to accumulate service for seniority purposes including promotions, layoffs and recalls.

21:08 Paid Jury or Court Witness

The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as juror or witness in any court. Any remuneration the employee receives from the courts will be over and above his/her pay and benefits from the Employer.

21:09 Education Leave

An employee who is upgrading his/her employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course.

21:10 General Leave

With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority in exceptional circumstances, provided that the employee has no current or accumulated annual leave available to him.

21:11 Paid Special Leave

Special leave with pay, not exceeding three (3) days, shall be granted in special circumstances for reasons other than those referred to in Clause 21:05.

21:12 Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted unpaid leave to take another position with the same Employer whether inside or outside the Bargaining Unit.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22:01 Availability of Salary Cheques

It is agreed that the Employer shall continue to pay salaries every week. Overtime pay will be included in the regular pay cheque for the pay period next succeeding the pay period during which the overtime was earned. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other payroll deductions.

22:02 Pay on Temporary Transfers, Higher Rated Job

(a) An employee required to fill temporarily a position for which is paid a higher rate of salary than that paid for the employee's regular agreed work shall receive the rate of pay for the position filled. This will

apply only to the extent that the employee fills that position for a minimum of one-half of his/her normal work day.

- (b) An employee required to fill a position for which is paid a lower rate of salary than that paid for such employee's regular work shall not receive any reduction in pay for reason thereof.

ARTICLE 23 PERSONAL LOSS

- 23:01 Subject to Clauses 23:02 and 23:03 where an employee in the performance of his/her duty suffers any personal loss and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for any loss suffered.
- 23:02 All incidents of loss suffered by an employee shall be reported in writing by the employee within one (1) day of the incident to the Town Council or his/her designated representative.
- 23:03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession during the normal performance of his/her duty.

ARTICLE 24 STRIKES AND LOCKOUTS

- 24:01 The Union agrees that during the life of this Agreement there shall be no strikes. The Employer agrees that there shall be no lockouts during the life of this Agreement.

ARTICLE 25 TERMINATION OF EMPLOYMENT

- 25:01 Employees shall give the Employer ten (10) calendar days' notice of their intention to terminate their employment.
- 25:02 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.
- 25:03 The period of notice may be reduced or eliminated by mutual agreement.
- 25:04 Upon termination of service an employee shall receive pay for all her/his earned current and accrued leave not taken by him/her prior to the date of

termination of his/her service provided, however, that any indebtedness to the Employer may be deducted from such payment.

25:05 The Employer shall give two (2) weeks' notice in writing to permanent employees who are to be laid off or terminated.

ARTICLE 26 EMPLOYEE BENEFITS

26:01 Group Life and Extended Health Benefits Plan

- (a) The plan presently in effect shall remain in effect during the term of this Agreement.
- (b) While an employee is in receipt of wages from the Employer, the Employer will pay fifty percent (50%) of the premiums of the plan and the employees will pay fifty percent (50%).
- (c) When an employee is on maternity leave, unpaid sick leave or layoff, the employee will pay the full cost of the plan in order to maintain coverage while on such leave. When an employee is on other types of unpaid leave then the employee may pay the full premium in order to maintain coverage while on such leave.

26:02 Injury on Duty

- (a) All employees shall be covered by the Workplace Health and Safety Compensation Act.
- (b) An employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall report the matter to his/her Supervisor and submit an account of the accident using the prescribed form as soon as possible. An employee's claim will not be delayed where the prescribed form is not immediately provided to the employee through the Supervisor.
- (c) An employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall be immediately placed on Injury on Duty Leave or authorized special leave and receive compensation in accordance with the provisions of the Workplace Health and Safety Compensation Act. If the claim is subsequently denied by Workplace Health and Safety Compensation Commission, the employee may access other available benefits including sick leave and annual leave.

- (d) In the event that the employee dies as a result of an injury received in the performance of his/her duties, his/her estate shall receive all benefits owing to the employee in accordance with the provisions of the Workplace Health and Safety Compensation Act, in addition to any benefits he/she would be eligible for under this Collective Agreement.
- (e) In the event that an employee becomes permanently disabled or incurs a recurring disability as a result of an injury received during the performance of his/her duties the employee will receive benefits in accordance with the provisions of the Workplace Health and Safety Compensation Act.
- (f) An employee confirmed as being unable to perform the regular duties of his/her classification as a result of injury on duty will be employed in other work he/she can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. Where a suitable vacancy is available the rate of the new position shall apply.
- (g) Where a suitable vacancy is not available, the incapacitated employee retains the right to displace a less senior employee in another classification who occupies a position which the incapacitated employee is qualified and able to fill. Where an incapacitated employee advises the Permanent Head in writing of his/her intention to exercise his/her right to displace a less senior employee, the incapacitated employee will be deemed to have been given notice of layoff effective from the day he/she was confirmed as being unable to perform the regular duties of his/her classification.
- (h) In the event that an employee is placed on leave under the provisions of this Article, he/she will not accrue seniority during any period when he/she would normally be laid off.
- (i) The Employer determines where its employees will be covered directly by Workplace Health and Safety Compensation Commission or indirectly through a self-insured arrangement. Benefits under either arrangement are to be in accordance with the provisions of the Workplace Health and Safety Compensation Act.
- (j) It is understood and agreed by the parties to this Collective Agreement that an employee who is approved for full extended earnings loss (EEL) benefits from Workplace Health and Safety

Compensation Commission after the date of signing of this Agreement, shall no longer accumulate benefits under this Agreement, but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the Human Rights Act.

26:03 Registered Retirement Plan

The Employer will match employee deductions, up to six percent (6%) of the employee's gross annual wages, to a yearly maximum of two thousand dollars (\$2000) for RRSP contributions. Employees who are not full time will have this benefit prorated.

ARTICLE 27 SEVERANCE PAY

- 27:01
- (a) An employee who has one (1) or more years of continuous service in the employ of the Humber Arm South Town Council is entitled to be paid, or in the event of death to the employee's estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his weekly salary to a maximum of fifteen (15) weeks' pay. Maternity leave and adoption leave up to fifty-two (52) weeks shall be counted as service for severance pay purposes.
 - (b) For the purpose of this Article, service for temporary and part-time employees shall be the equivalent of one (1) year of accumulated service provided that where a break in employment exceeds twenty-four (24) consecutive months, service shall commence from the date of re-employment. A month of service is as defined in Article 3 (k).
 - (c) For the purpose of this Article, any period during which an employee is on authorized leave without pay, such period shall not be deemed to be a break in service; periods of authorized leave without pay shall also be considered as service in the calculation of severance pay entitlement unless otherwise specified in the Collective Agreement.
 - (d) The maximum severance pay which an employee shall be paid for his/her total period of employment with the Employer shall not exceed the number of weeks as specified in Clause 27:01 (a).
 - (e) The effective date of this Article shall be December 31, 2018. Notwithstanding that, employees by order of seniority will be paid as outlined below. The rate of pay, service for severance entitlement

and position used shall be that on December 31, 2018. Where an employee is on layoff or an approved leave of absence, the position and rate of pay at the date of layoff or date of leave of absence shall be used.

The Contract Year 2018/2019

1. Karen Donahue 15 weeks
2. Brendan Wheeler 15 weeks
3. Todd Parsons 8 weeks

The Contract Year 2019/2020

1. Rod Hynes 3 weeks
2. Wayne Joyce 2 weeks
3. Dinah McLean 2 weeks

- (f) The employee shall indicate in writing when throughout the Contract year he/she wishes to be paid and if he/she wishes to have all or a portion of his/her severance entitlement rolled into a RRSP. Where the employee fails to indicate same, they shall be paid their full severance entitlement on the date indicated.
- (g) Effective December 31, 2018, there shall be no further accumulation of service for severance pay purposes.

ARTICLE 28 TECHNOLOGICAL CHANGE

28:01 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 Town Council will notify the Association of the proposed change.

28:02 Consultation

Meetings will be arranged between the Town Council and the Association within thirty (30) days of the Town Council's notification to the Association for the purpose of consulting on the effect to result from the change or to discuss training needs.

28:03 Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than those possessed by employees who are employed in the operation being changed and where such employees would otherwise be laid off, then training shall be provided for employees affected. A reasonable period of time shall be allowed for employees taking such training. Where required, leave for such training shall be with pay.

- 28:04 (a) Where an affected employee elects not to avail of training as provided for under Clause 28:03, the Town Council agrees that, where possible, the effect on the employee of changes contemplated by Clause 28:01 will be minimized by transfer or reassignment within the employ of the Town Council.
- (b) An employee transferred or reassigned in accordance with (a) above, will have not suffered any reduction in his/her regular salary, unless such employee has refused, without giving reasons acceptable to the Council, to avail of training in accordance with Clause 28:03.

28:05 No New Employee

No new employee(s) will be hired by the Employer 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 2:03.

ARTICLE 29 EFFECT OF LEGISLATION

29:01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate 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, and either party, upon notice to the other, may reopen the pertinent parts of the Agreement so that the portion thus invalidated may be amended as required by law.

ARTICLE 30 CONTRACTING OUT

30:01 The Employer agrees that present employees shall suffer no loss of pay or benefits as a result of contracting out.

ARTICLE 31 PROTECTIVE CLOTHING

31:01 * The Employer shall issue the following clothing once each year, or as required:

- (a) work gloves – all outside workers;
- (b) rain gear – three (3) suites per bargaining unit;
- (c) coveralls – three (3) pair per bargaining unit;
- (d) protective boots allowance of two hundred dollars (\$200) per year, prorated at a rate based on full time hours in the last year.

All worn items to be turned in before replacement.

ARTICLE 32 AMENDMENT BY MUTUAL CONSENT

32:01 It is agreed by the parties to this Agreement that any provision in this Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of the Agreement.

ARTICLE 33 TRAVEL ON EMPLOYER'S BUSINESS

33:01 The present prevailing rates for travel on Employer's business shall apply to members of the bargaining unit.

33:02 * The Employee shall be responsible for any violation of the Highway Traffic Act. Violations of the Act with regards to vehicle registration and condition when operating an Employer owned vehicle will be considered exceptions and the responsibility of the Employer.

ARTICLE 34 SALARIES

34:01 The salaries outlined in Appendix "A" shall form part of this Agreement.

ARTICLE 35 JOB SECURITY – SUCCESSOR RIGHTS

35:01 In the event the Council, the Commission or any representatives of the Employer agree that the municipality of Humber Arm South is to be disbanded, placed under jurisdiction of some other municipality or to be part of a regional government/council, it is agreed that the Employer will make every effort to protect the jobs of all members of the bargaining unit. In the event employees are to be laid off as a result of the above actions, the employees are to be laid off as a result of the above actions, the employees will be given thirty (30) days' notice of layoff or pay in lieu of notice.

35:02 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to endeavor that:

- (a) employees shall be credited with all seniority rights with the new Employer;
- (b) all service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer;
- (c) all work and services presently performed by members of NAPE shall continue to be performed by NAPE members with the new Employer;
- (d) conditions of employment and wage rates of the new Employer shall be equal to the provisions of this Agreement;
- (e) no employee shall suffer a loss of employment as a result of merger;
- (f) preference in location of employment in the merged municipality shall be on the basis of seniority.

ARTICLE 36 JOB CLASSIFICATION

36:01 Job Classification

Any job classification which may be established during the life of this Agreement and not negotiated on during the period of negotiations of this Agreement shall be subject to negotiations between the Employer and the Association during the term of this Agreement. If the parties hereto fail to reach agreement during such negotiations, the matter may be submitted by

either party for a decision to an arbitration board in accordance with the provisions of Article 9 of this Agreement.

36:02 Job Descriptions

The Employer agrees to review current Job Descriptions for all positions and classifications for which the Union is Bargaining Agent. The newly drafted Job Descriptions shall be submitted to the Union within six (6) months from the date of signing. Once the parties agree, these descriptions shall be presented to the Union and shall be the recognized Job Descriptions.

36:03 No Elimination of Present Classifications

Existing classifications shall not be eliminated without prior agreement with the Union.

36:04 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he/she is unfairly or incorrectly classified, or when a position not covered in this Agreement is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or the rate of pay of the job in question such dispute may be considered as a grievance and may be submitted under the grievance procedure. The new rate shall become retroactive from the time the position was first filled by the employee.

ARTICLE 37 PAST PRACTICE

37:01 The Employer agrees to continue any benefits employees presently enjoy which are not included in the Collective Agreement or that are greater than those provided for in the Collective Agreement.

ARTICLE 38 FAMILY LEAVE

38:01 An employee shall be granted special leave with pay not exceeding three (3) days a year to attend to the temporary care of a sick family member, needs related to the birth of an employee's child, medical or dental appointments for dependent family member(s), meetings with school authorities or adoption agencies, needs related to the adoption of a child or

home or family emergencies.

ARTICLE 39 DURATION

39:01 * Duration

This Agreement shall be effective October 1, 2022 and remain in force until September 30, 2026.

39:02 Notice of Changes

Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under Clause 32:01 give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

ARTICLE 40 PRESENT BENEFITS

40:01 All benefits that were received by the employees prior to the signing of this Agreement which are greater than the Collective Agreement shall continue to be received by the employees.

APPENDIX "A"

SALARIES & WAGES

October 1, 2022 – \$0.50
October 1, 2023 – \$0.25
October 1, 2024 – \$0.25
October 1, 2025 – \$0.25

Classification	Oct. 1, 2022	Oct. 1, 2023	Oct. 1, 2024	Oct. 1, 2025
Assistant Town Clerk	\$23.81	\$24.06	\$24.31	\$24.56
*Admin	\$18.90	\$19.15	\$19.40	\$19.65
*Maintenance	\$23.65	\$23.90	\$24.15	\$24.40
*Equipment Operator/ Maintenance/ Lead Hand	\$26.85	\$27.10	\$27.35	\$27.60
*Equipment Operator/ Maintenance	\$24.96	\$25.21	\$24.56	\$25.71
Labourer	\$21.98	\$22.23	\$22.48	\$22.73

SIGNED this 14 day of February, 2023.

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

SIGNED ON BEHALF OF HUMBER ARM SOUTH TOWN COUNCIL:

[Signature]
Charlene Duffin

Marian Gray
WITNESS

ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:

[Signature]
[Signature]

Henry Brake
WITNESS