



COLLECTIVE AGREEMENT

BETWEEN

**PETTY HARBOUR/MADDOX COVE
TOWN COUNCIL**

AND

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

Expiry Date: December 31, 2026

TABLE OF CONTENTS

| <u>ARTICLE NAME AND NUMBER</u> | <u>PAGE NUMBER</u> |
|--|--------------------|
| 1 Preamble | 4 |
| 2 Management Rights | 4 |
| 3 Definitions | 4 |
| 4 Recognition | 7 |
| 5 Union Security | 8 |
| 6 Checkoff | 9 |
| 7 Correspondence | 10 |
| 8 Grievance Procedure | 10 |
| 9 Arbitration | 12 |
| 10 Labour Management Committee | 14 |
| 11 Absence from Work Due to Weather Conditions | 15 |
| 12 Probation, Discharge, Suspension and Discipline | 16 |
| 13 Seniority | 18 |
| 14 Promotion and Staff Changes | 19 |
| 15 Layoff and Recall | 21 |
| 16 Hours of Work and Work Schedule | 21 |
| 17 Overtime | 22 |
| 18 Holidays | 24 |
| 19 Annual Leave | 25 |
| 20 Sick Leave | 27 |
| 21 Leave of Absence | 29 |
| 22 Payment of Wages and Allowances | 34 |
| 23 Personal Loss | 35 |
| 24 Strikes and Lockouts | 35 |
| 25 Termination of Employment | 35 |
| 26 Employee Benefits | 36 |
| 27 Technological Change | 37 |
| 28 Effect of Legislation | 38 |
| 29 Job Security | 38 |
| 30 Job Classification | 39 |
| 31 Environment | 40 |
| 32 Duration | 40 |
| Appendix "A" - Salaries | 41 |
| MOU – Pension Plan | 42 |
| MOU – Seasonal Position | 43 |
| MOU – Pandemic/Health Emergency Illness | 44 |

THIS AGREEMENT made this 30th day of May, Anno Domini, Two Thousand and Twenty-three;

BETWEEN:

PETTY HARBOUR/MADDOX COVE 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 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:

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 Union 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 Union 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 is 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 Procedures.

ARTICLE 3 DEFINITIONS

- 3:01 (a) "Classification" means the identification of a position by reference to a class title and pay range.
- (b) "Town Council" means the Petty Harbour and Maddox Cove Town Council.
- (c) "Day of rest" means a calendar day on which the employee is not ordinarily required to perform the duties of their position other than:
- (i) Statutory Holiday;
 - (ii) when 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 their existing classification to a classification carrying a lower pay range.
- (f) "Employee" or "employees" where used is a collective term except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit.
- (g) "Employer" means the Town Council of Petty Harbour-Maddox Cove as represented by the Chief Administrative Officer (CAO).

(For the life of this Agreement, any reference to the Chief Administrative Officer (CAO) shall be the Mayor or a person designated by Council to act on their behalf.)
- (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 full salary or wages for the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (l) "Notice" means notice in writing which is hand delivered or delivered by registered or certified mail.
- (m) "Overtime" means work performed by an employee in excess of their scheduled work day or work week.
- (n) "Part-time employee" means an employee who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.

- (o) "Full time employee" means an employee who is regularly scheduled to work their full number of working hours in each working day for their classification without reference to any specified day of termination of services.
- (p) "Probationary employee" means an employee who has worked less than the prescribed probationary period as outlined in Clause 12:01 (a).
- (q) "Promotion" means an action which causes the movement of an employee from their existing classification to a classification having a higher pay range.
- (r) "Reclassification" means any change in the current classification of an existing employee.
- (s) "Schedule" means in writing and posted in an accessible place to all employees.
- (t) "Standby" means any period of time during which an employee is required to be available for recall to work.
- (u) "Temporary employee" means an employee who is employed on a full time or part-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.
- (v) "Week" means a period of seven (7) consecutive days beginning at 0001 hours Monday and ending at 2400 hours on the following Sunday.
- (w) "Year" means a calendar year.
- (x) "Vacancy" means an opening which is either permanent, part-time or of a temporary nature for more than five (5) weeks.
- (y) "Union" means the Provincial body of the Newfoundland Association of Public Employees.

ARTICLE 4 RECOGNITION

4:01 Recognition

The Employer recognizes the Union as the bargaining agent for all employees as listed in the Certification Order dated January 17, 1990.

4:02 Work of the Bargaining Unit

- (a) Persons who are not within the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting, emergencies, or when regular employees are not available and provided that the performance of the aforementioned operation, in itself, does not reduce the hours of work, pay or benefits of any employee.
- (b) Notwithstanding Clause 4:02 (a) the parties agree that the Employer may participate in Federally and Provincially funded projects, provided that no employee shall have a reduction in their hours of work, pay or benefits (including overtime that the employee would have normally worked) as a result of work performed by persons working with Council as: (1) working under the scope of Provincial or Federal funded grants or projects; (2) working on projects funded by the Department of Social Services; and (3) working as "on-the-job" trainees from a licensed post-secondary educational institution. Persons working under (1), (2) or (3) above will not replace employees who would normally be recalled from layoff.

4:03 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.

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, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation, sex or marital status, nor by reason of their activity in the Union.

4:05 Shop Steward(s)

In the interest of maintaining a harmonious relationship between the Town Council, its employees and the Union, both parties 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 meetings with Management when requested, it is hoped that Shop Stewards will encourage and protect a proper Employer/employee relationship in the workplace. It is agreed that Shop Stewards shall not absent themselves from their work area for the purpose of carrying out the work of the Shop Steward without first obtaining permission from the Chief Administrative Officer (CAO) and that such permission will not be unreasonably withheld.

4:06 Bulletin Boards

The Town Council shall provide bulletin board space for the exclusive use of the Union. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

4:07 Union Access

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

4.08* Employees must abide by the *Municipal Conduct Act* (Bill 37) for the province of Newfoundland and Labrador. Training shall be provided to all employees.

ARTICLE 5 UNION SECURITY

5:01 Union Security

- (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 coming 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 any such persons that may work for Council as outlined under Clause 4:02 (b) shall not become part of the bargaining unit and shall not be required to pay Union dues.

5:02 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 Union, the employee shall receive a copy.

5:03 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that an Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

5:04 Interviewing Opportunity

A Local employee representative 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 Union 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 Union accompanied by a list of employees showing:

- (a) the contributions of each;

- (b) the employee's full name, 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 T-4 Slips

The Employer agrees that when issuing T-4 slips the amount of membership dues and Local fees paid by an employee to the Union during the current year will be recorded on their T-4 Statement.

6:03 Union Dues

The Union 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 Chief Administrative Officer (CAO) and the President of the Union and a copy to the Local employee representative.

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 Shop Stewards

The Employer acknowledges the right of the Union to appoint or elect one (1) Shop Steward and one (1) alternate Shop Steward. The alternate Shop Steward shall not carry out any duties unless the Shop Steward is either not working or unavailable because of work commitments.

8:03 Names of Stewards

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

8:04 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.

8:05 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 Chief Administrative Officer (CAO) and that permission will not be unreasonably withheld.

8:06 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 seven (7) calendar days after becoming aware of the occurrence of the grievance, submit their grievance to the Shop Steward.

Step 2

If the Steward considers the grievance to be justified, the employee concerned together with their Shop Steward may within seven (7) calendar days following receipt of the grievance, submit their grievance in writing to the Chief Administrative Officer (CAO) and an earnest effort shall be made by all parties to settle the grievance at Step 2. The Chief Administrative Officer (CAO)'s decision shall be given to the Shop Steward in writing within fourteen (14) calendar days of receipt of the grievance.

Step 3

Failing settlement being reached in Step 2, either party may refer the dispute to arbitration within thirty (30) calendar days of the Chief Administrative Officer (CAO)'s decision in Step 2.

8:07 Time Limits

Notwithstanding any other provisions of this Article, time limits fixed by this Article shall be considered mandatory unless they have been extended by mutual agreement of the parties. Failure to meet same by the Union 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.

8:08 Policy Grievance

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

8:09 Union May Originate Grievance

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

8:10 Replies in Writing

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

8:11 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for grievance meetings.

8:12 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 31:04 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

8:13 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 of a person 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 responsible for Labour Relations for the Province of Newfoundland and Labrador shall appoint an Arbitrator upon the request of either party.

9:03 Arbitration

The Arbitrator shall determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations. In their attempt at justice the Arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure. They shall hear and determine the difference or allegation and render a decision within sixty (60) calendar days from the date of the arbitration hearing.

9:04 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed. 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 they deem 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 they shall do within ten (10) calendar days of receipt of the request by either party.

9:06 Expenses of the Arbitrator

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

9:07 Amending of Time Limits

The time limits fixed in the 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 a witness and any other person as a witness. 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;
- (b) who is acting or 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 for 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 Union and one (1) representative 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 (but not grievances concerned with service);
- (c) other problems and matters of mutual interest which affect the relationship between the parties which are not properly the subject matter of a grievance or negotiations.

10:03 Meetings of Committee

The Committee shall meet at least quarterly at a time and place established by whichever side is responsible for chairing the meeting, normally the Town Hall, and a time that is mutually acceptable. The meeting may be rescheduled by mutual consent. Employees shall not suffer any loss of pay for time spent with this committee.

10:04 Chairperson of the Meeting

There will be Co-Chairs appointed representing both the Union and Management. Up to three (3) from each side will sit on the Management committee. The CAO will be Management's representative. Meetings will be chaired alternately between Union and Management. Whichever side is responsible for chairing the meeting will also be responsible for proposing a meeting time (schedule), preparing and circulating the agenda, chairing the meeting, and within five (5) days following the meeting - circulating minutes of the meeting to both parties. Input will be sought from both parties regarding items to be added to the meeting agenda.

10:05 Minutes of Meeting

Minutes of the meeting will be prepared by whichever side is responsible for chairing the meeting. Minutes will be circulated to both parties within five (5) working days of the conclusion of the meeting.

10:06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union 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 Union 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 during adverse weather conditions necessitating a state of emergency declared by either the Chief Administrative Officer (CAO) or by the appropriate Provincial authority.

- *(a) When a "state of emergency" is declared all public works employees are expected to report to work. Office employees are not required to report to work, since the town office will be closed. If a "state of emergency" is declared, office employees will receive their regular day's pay (Monday to Friday) as if they had worked.
- (b) When an employee, through no fault of their own, is unable to report to work because of a declared state of emergency, such an employee shall suffer no loss of pay or other benefits nor shall they be required to make up in any way for the time lost due to not reporting for work.

- (c) Notwithstanding (a) above, the Employer reserves the right to close down or reduce staffing levels, in which event employees so affected will not be required to report for work and they shall be paid in accordance with the terms of (b) above.
- (d) An employee who is required to work during a state of emergency shall be paid at the rate of time and one-half (1 1/2) for all hours worked.
- (e) For the purpose of this Article, the Employer is defined as the Chief Administrative Officer (CAO).

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

12:01 (a) Probationary Period

The probationary period shall be the first sixty (60) days of scheduled work with Council. The termination of a probationary employee for reasons of unsuitability, as assessed by the Employer, is not subject to Grievance and Arbitration Procedures.

(b) Suspension and Discharge Procedure

Subject to Clause 12:01 (a) any employee who claims to have been unjustly disciplined, suspended or discharged shall have the right to be heard in accordance with the Grievance Procedure under this Agreement. Any employee who is disciplined, suspended or discharged shall be provided with written notification within seven (7) calendar days of Employer being made aware of the incident which gave rise to the discipline. Such written notification shall state the reason for the discipline, suspension or discharge.

(c) Removal from the Workplace

If upon investigation the Employer determines that disciplinary action is warranted, such action will be taken based upon the Collective Agreement. Only in situations where the Employer is not able to investigate the matter to its satisfaction, but feels the employee should be removed from their place of employment, the employee shall be removed with pay.

12:02 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately re-instated

in their former position without loss of seniority and 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 the Arbitrator, if the matter is referred to an Arbitrator.

12:03 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal or suspension may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within seven (7) calendar days, give written particulars of such censure to the employee involved.

12:04 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning their work within seven (7) calendar 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 their record for use against them at any time. The employee's written reply to such notification of dissatisfaction shall become part of their record.

Any adverse report or warning given in writing and becoming part of an employee's personal file shall be removed from the personal file after fifteen (15) months have elapsed. The employee shall be responsible to see that any such documents are removed.

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, **within seventy-two (72) hours of request having been made**, be allowed to inspect their personal file and may be accompanied by a representative of the Union.

12:06 May Omit Grievance Steps

An employee considered by the Union 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 Union so desires.

ARTICLE 13 SENIORITY

13:01 Seniority Defined

Subject to Clause 13:04 seniority is defined as length of service with the Employer (after the date the Council was incorporated) excluding overtime. Seniority shall operate on a bargaining unit wide basis.

13:02 Seniority List

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 updated seniority list will be posted at the Town Hall by January 31st each year. Employees shall have thirty (30) days to challenge list.

13:03 Probation for Newly Hired Employees

Newly hired employee(s) shall be on probation in accordance with Clause 12:01 (a) and subject to Clause 12:01 (a) shall be entitled to all benefits and rights of this Agreement.

13:04 Loss of Seniority

An employee shall lose his seniority only in the event that:

- (a) they are discharged for just cause and is not re-instated by an Arbitrator or under the Grievance Procedure;
- (b) they resign in writing;
- (c) they are absent from work in excess of five (5) working days without the approval of the Chief Administrative Officer (CAO) or without sufficient cause;
- (d) they fail to return to work within ten (10) calendar days following a layoff and after being notified by registered mail or hand delivered letter 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 Chief Administrative Officer (CAO) informed in writing of their current address. An employee who is recalled for casual work or employment of short

duration at a time when they are working somewhere else which will continue for a greater duration than the recall period, shall not lose their 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 two (2) calendar days notify the Chief Administrative Officer (CAO) whether or not they will return to work.

- (e) they are laid off or on leave without pay for a period longer than twenty-four (24) months.
- (f) they retire.

13:05 Transfer and Seniority Outside Bargaining Unit

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

An employee permanently transferred outside the bargaining unit shall lose all seniority in the bargaining unit after the employee has completed their probationary period in the position outside the bargaining unit.

ARTICLE 14 PROMOTION AND STAFF CHANGES

14:01 Job Postings

When a vacancy occurs or a 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 seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Local employee representative.

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 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 on promotion or transfer shall be given preference on a seniority basis for filling such vacancy, provided that the applicant's qualifications meet the required standards for the position as advertised in the job posting.

14:05 Trial Period

The successful applicant shall assume their new position on a trial basis for sixty (60) working days. The Employer shall confirm the employee's appointment after the trial period of sixty (60) working days, 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, they shall be returned to their 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 their former position, wage or salary rate without loss of seniority.

14:06 Notification of Successful Applicant

Within fourteen (14) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant from the bargaining unit with a copy to the Local employee representative.

14:07 Incapacitated Worker Provision

An employee who has become incapacitated by injury, illness, compensatable occupational disablement or through advancing years and

who is unable to perform their regular duties will be employed in other work which they can do providing a suitable position is available and the applicable rate for 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 Layoff

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in reverse order of their seniority provided that those employees being retained are qualified to perform the work required. Employees whose positions are affected by the Employer's decision to lay off shall have the right to bump junior employees.

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 on layoff status have been given an opportunity of recall, provided that those on layoff status are qualified to perform the work required.

15:04 Advance Notice of Layoff

The Employer shall notify employees who are to be laid off no less than fourteen (14) calendar days prior to the effective date of layoff.

ARTICLE 16 HOURS OF WORK AND WORK SCHEDULE

16:01 Hours of Work

(a) All Employees

The normal work week shall be forty (40) hours per week. Hours of work shall be Monday to Friday, 8:00a.m. to 4:30p.m. with a half hour (½) paid lunch and a half hour (½) unpaid lunch included.

(b) Summer hours will commence June 15 to September 15 (or the nearest pay period following). Hours of work will be Monday to

Friday 8:00a.m. to 4:00p.m. inclusive of a half (½) hour paid lunch break.

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 off shall be Saturday and Sunday except where mutually agreed between the Chief Administrative Officer (CAO) and the employee.

16:04 Benefits for Temporary Employees

Unless specifically addressed, temporary employees shall receive the wages and benefits of this Agreement on a pro rata basis according to their hours of work. Temporary employees shall not be scheduled by the Employer for less than three (3) consecutive hours.

ARTICLE 17 OVERTIME

17:01 (a) Definition of Overtime

Except as provided in Clause 17:01 (c) all time worked by an employee before or after their regularly scheduled daily or weekly hours shall be considered as overtime.

(b) Approval of Overtime

All overtime is subject to the prior approval of the Chief Administrative Officer (CAO).

(c) Overtime for Part-Time Employees

All time worked by a part-time employee in excess of equivalent full time hours on a daily or weekly basis shall be considered overtime.

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 1/2).

(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 and the Chief Administrative Officer (CAO). The employee's decision to receive time off must be conveyed to the Chief Administrative Officer (CAO) within seventy-two (72) hours of the conclusion of the overtime.

- (c) The accumulation of time off for overtime can only accrued to a maximum of three (3) weeks in any given year. In other words, the maximum amount of time that will be taken off for banked overtime by any employee, in any given year, will be three (3) weeks.

17:03 Sharing of Overtime

Opportunities for overtime and callback shall be divided equally among employees qualified to perform the available work.

17:04 Callback

An employee who is called back to work outside their normal working hours shall be paid a minimum of three (3) hours at the applicable overtime rate.

17:05 No Layoff to Compensate for Overtime

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

17:06 Calculation of Overtime Rate

An employee who is absent on approved time off during their 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 they had worked during their regular hours during such absence.

17:07 Overtime on an Employee's Day Off

An employee who works on their scheduled day off shall be paid at the rate of:

- (a) time and one-half (1 1/2) for all hours worked on the first day off; and
- (b) double (2) time for all hours worked on the second of the two (2) days off.

ARTICLE 18 HOLIDAYS

18:01 Paid Holidays

(a) 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) National Day of Truth & Reconciliation**
- (l) Thanksgiving Day
- (m) Armistice Day
- (n) Christmas Day
- (o) Boxing Day

Any other day proclaimed as a holiday by the Provincial Government or the Employer.

(b) On Christmas Eve and New Year's Eve (if they fall between Monday to Friday) staff may leave at lunch time unless required for garbage, recycling or other emergencies as required.

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 deduction from the employee's sick leave.

18:04 Compensation for Work on Paid Holiday

If an employee is required to work on a paid holiday as listed in Clause 18:01, they shall be paid, in addition to their regular pay, time and one-half (1 1/2) for each hour worked on the holiday.

18:05 In order for a temporary employee to qualify for holidays, they must have been working at least four (4) hours the day prior to, and at least the day after, the holiday.

ARTICLE 19 ANNUAL LEAVE

19:01 Length of Vacation

Existing Employees (as of January 1, 2020)

The maximum annual leave which an existing employee shall be eligible for in any year shall be as follows:

| <u>Years of Service</u> | <u>No. of Days Per Year</u> |
|---|-----------------------------|
| Up to nine (9) years | 15 days |
| From ten (10) to twenty-five (25) years | 25 days |
| More than twenty-five (25) years | 30 days |

New Hires

The maximum annual leave which new hires, as of the signing of this Collective Agreement, shall be eligible for in any year shall be as follows:

| <u>Years of Service</u> | <u>No. of Days Per Year</u> |
|-------------------------|-----------------------------|
| 0-5 years of Service | 2 weeks |
| 6-9 years of Service | 3 weeks |
| 10-14 years of Service | 4 weeks |
| 15-24 years of Service | 5 weeks |
| 25 + years of Service | 6 weeks |

The following provisions respecting annual leave shall apply:

- (a) No annual leave may be taken by an employee until they have not less than ninety (90) days of service prior to taking leave.
- (b) When an employee has had not less than ninety (90) days of service, they may anticipate annual leave to the end of the period of their authorized employment or to the end of the year concerned whichever is the shorter period.
- (c) When an employee becomes eligible for a greater amount of annual leave, they may be allowed, in the year in which the change occurs, a portion of the additional leave for which they have become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.

19:02 Annual Leave

Annual leave shall not be taken except with the prior approval of the Chief Administrative Officer (CAO). However, subject to the operational requirements of the Town Council, the Chief Administrative Officer (CAO) shall make every reasonable effort to grant the employee their annual leave at a time requested by the employee.

19:03 Work During Annual Leave

In the event that an employee is required to work during periods of annual leave, they shall receive pay at the rate of double (2) their regular rate of pay. Hours worked while on vacation shall not be deducted from the employee's vacation credits.

19:04 Carry Forward of Annual Leave

An employee may carry forward to another year any portion of annual leave not taken by them in previous years up to a maximum of ten (10) days.

19:05 Substitute Sick Leave for Annual Leave

- (a) An employee who becomes ill while on annual leave may change the status of their leave to sick leave effective the date of notification to the Employer.
- (b) In the case of an employee who is admitted to Hospital while on annual leave, they may change the status of their leave to sick leave with effect from the date they were admitted to Hospital.

A medical note must accompany any request to change Annual Leave to Sick Leave, including hospitalizations.

19:06 Vacation Pay on Leave

Notwithstanding anything contained in Article 19 or Clause 22:03, employees may if they so desire, receive their vacation pay on their regular pay cheque in which case they shall advise the Chief Administrative Officer (CAO) in writing by the end of December of each year for the upcoming year.

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

Effective date of signing, employee's shall be eligible to accumulate sick leave credits with full pay at the rate of one and a half (1.5) days for each month of service, to a maximum of two hundred (200) days.

20:03 Deduction from Sick Leave Credits

A deduction shall be made from the employee's accumulated sick leave credits for each working day that the employee is off on sick leave. Absence for sick leave in excess of one (1) hour shall be deducted from the employee's sick leave credits.

20:04 Proof of Illness

Before receiving sick leave with full pay an employee may be required by the Employer to produce a medical certificate for an illness in excess of **three (3)** consecutive working days and/or **nine (9)** working days in the aggregate, certifying that they are unable to carry out their duties due to illness.

20:05 Sick Leave During Leave of Absence and Layoff

(a) When an employee is given paid vacation or special paid leave of absence, or when the employee is on Workers' Compensation, they

shall receive on their return to work, sick leave credits for the periods of such absence.

- (b) When an employee is laid off for a period of less than twenty-four (24) months and returns to work from layoff, they shall not receive sick leave credits for the period of layoff but they shall retain their accumulated sick leave credits earned prior to layoff.

20:06 Extension of Sick Leave

An employee with more than five (5) years of service who has exhausted their sick leave credits, may be allowed an extension of their sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon their return to work from their normal monthly sick leave credit accumulation **or if they resign/terminated from their employment, the unpaid portion of the sick leave must be repaid by the employee.**

20:07 Sick Leave Records

Upon the signing of this Agreement and in January of each year, the Employer shall inform each employee of the amount of sick leave accrued to their credit and the number of days sick leave taken by them up to and including December 31 of the previous year.

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 their regular rate of pay without deduction from sick leave credits.

20:09 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 their service computed in full or half days shall be deemed to have a month of service.

20:10 Sick Leave for Preventative Medical or Dental Care

Employees may be allowed to take sick leave in order to engage in personal preventative medical and dental care. Leave under this Clause shall be deducted in accordance with Clause 20:03.

ARTICLE 21 LEAVE OF ABSENCE

21:01 Negotiation Pay Provision

Representatives of the Union, not to exceed one (1) employee shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on or take part in negotiation meetings.

21:02 Leave of Absence for Union Business

- (a) Upon written request by the Union to the Chief Administrative Officer (CAO), leave of absence with pay and without loss of benefits shall be granted by the Chief Administrative Officer (CAO) to employees elected or appointed to represent the Union at Union functions, including the functions listed in paragraph (b) hereof, up to a maximum of five (5) working days per year accumulated for the entire bargaining unit.
- (b) Union functions shall include the Biennial Convention of the Newfoundland Association of Public Employees, the Component Convention of the Newfoundland Association of Public Employees, the Newfoundland and Labrador Federation of Labour Convention, the Canadian Labour Congress Convention, the National Union of Provincial Government Employees Convention, Local Officers' Seminars and Educational Seminars sponsored in whole or in part by the Union, meetings of the Provincial Executive and the Provincial Board of Directors.
- (c) Additional leave without pay for the purpose of attending to Union business may be granted by the Chief Administrative Officer (CAO) if required by the Union and a reasonable notice period given.

21:03 Leave of Absence for Full Time Union Representatives

An employee who is elected for a full time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay and without loss of seniority or accrued benefits for a period of one (1) year. Such leave shall be renewed each year on request during their term of office.

21:04 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, **stepmother, stepfather or stepchildren** or near relative living in the same household, three (3) days.

- (i) In the case of the death of an employee's aunt or uncle, one (1) day's paid bereavement leave shall be granted.
- (b) If the death of a relative referred to in Clause 21:04 (a) occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with pay not exceeding four (4) consecutive working days for the purpose of attending the funeral. Such days are not to be in addition to those allotted in Clause 21:04 (a).
- (c) In cases where extraordinary circumstances prevail, the Chief Administrative Officer (CAO) may grant two (2) additional days other than those referred to in Clause 21:04 (a) and (b).
- (d) In order for a temporary employee to qualify for leave under this Article, they must have been scheduled to work at the time the death occurred.

21:05

Maternity Leave

- (a) Subject to Clause 21:05 (b) an employee may, upon the advice of her physician, request maternity leave without pay to start not earlier than three (3) months prior to the expected date of delivery and the employee shall be granted maternity leave in accordance with this Article.
- (b) An employee may be permitted to commence maternity leave at the beginning of her sixth month of pregnancy. The maximum maternity leave allowed under this Clause shall be seventy-eight (78) weeks in total **or the maximum allowable limit under Federal Legislation.**
- (c) The employee shall resume her former position and salary upon return from maternity leave with no loss of accrued benefits.
- (d) The employee who has been on maternity leave may return to duty after she has given two (2) weeks' notice of her intention to do so and provided that on her return she produces a satisfactory medical certificate of fitness from her physician.
- (e) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy before commencing

maternity leave.

- (f) While on maternity leave employees shall continue to accumulate service for seniority and annual leave purposes to a maximum of seventeen (17) weeks.
- (g) An employee who applies for a position in accordance with Clause 14:01 while on maternity leave shall be considered for that job posting in accordance with the provision of Clause 14:04. If the employee on maternity leave is successful, her trial period shall start upon her return to work.
- (h) Upon written request to the Employer from the employee who is on maternity leave, job postings shall be forwarded to the employee.
- (i) Maternity leave up to a maximum of seventeen (17) weeks shall be counted as service for the purpose of severance pay.

21:06

Adoption Leave

- (a) Subject to the approval of the Chief Administrative Officer (CAO), special leave without pay for a maximum period of seventy-eight (78) weeks **or the maximum allowable limit under Federal Legislation**, may be granted to an employee who legally adopts a child and upon presentation of proof of adoption. While on adoption leave, employees shall continue to earn service for the purpose of seniority and annual leave purposes to a maximum of seventeen (17) weeks.
- (b) The employee shall resume their former position and salary upon their return from adoption leave with no loss of accrued benefits.
- (c) The employee may return to duty after two (2) weeks' notice to the Employer.
- (d) Employees while on special leave without pay under this Clause shall continue to accumulate service for seniority purposes including promotions, layoffs and recalls and service to a maximum of seventeen (17) weeks for severance pay purposes.

21.07

Parental Leave

- (a) An employee who is the parent of that child is entitled to sixty-one (61) weeks parental leave **or the maximum allowable limit under Federal Legislation**, following the birth of a child.

- (b) The employee shall give the Employer two (2) weeks' notice of the date the leave will begin.
- (c) The parental leave of an employee who takes maternity leave shall begin when the maternity leave ends.
- (d) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born.
- (e) Employees on parental leave shall continue to accumulate service for seniority, annual leave, step progression and severance pay.

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 a juror or witness in any Court. Any remuneration the employee receives from the Courts will be over and above their pay and benefits from the Employer.

21:09 Education Leave

An employee who is upgrading their 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 Extended Unpaid Leave

Upon written request to the Chief Administrative Officer (CAO) an employee who has completed five (5) years of service shall be granted leave to a maximum of twelve (12) months without pay or seniority and without loss of accumulated seniority and benefits provided that such leave shall not cause an unreasonable interference with the Employer's operation. An employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each five (5) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one (1) time. Employees shall not be subject to any benefits of this Agreement during such leave.

21:11 Paid Special Leave

Subject to operational needs, special leave with pay not exceeding three (3) days shall be granted in special circumstances for reasons other than those referred to in Clause 21:04.

21:12

Family Leave

- (a) Subject to Clause 21:11 (b), (c) and (d) an employee who is required to:
- (i) attend to the temporary care of a sick family member living in the same household;
 - (ii) attend to the needs relating to the birth of an employee's child;
 - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to the needs relating to the adoption of a child; and
 - (vi) attend to the needs related to home or family emergencies
- shall be awarded up to three (3) days paid family leave in any calendar year. **In the event of family/domestic violence, two (2) extra days to attend court, lawyers, counselling etc. shall be granted.**
- (b) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required;
 - (iii) where appropriate and in particular with respect to (iii), (iv) and (v) of 21:11 (a) have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement or sick leave.
- (d) A temporary employee shall only be granted family leave if they report to work following a recall and subsequently qualifies for family leave during that period for which they were recalled.

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 their wages, overtime and other payroll deductions.

22:02 Pay on Temporary Transfer

- (a) An employee required by the Chief Administrative Officer (CAO) to fill temporarily a position which is paid a higher rate of salary than that paid for the employee's regular work shall receive the rate of pay for the position filled. This will apply only to the extent that the employee fills the position for a minimum of one-half (1/2) of their normal work day.
- (b) An employee required to fill a position which is paid a lower rate of salary than that paid for the employee's regular work shall not receive any reduction in pay.

22:03 Vacation Pay

Subject to Clause 19:06 an employee with more than one (1) year of service or an employee who has earned at least two (2) weeks' vacation, upon giving at least two (2) weeks' notice prior to the pay day preceding the office day on which they wish to receive their advance payment, shall receive prior to commencement of their annual vacation any regular pay cheque(s) which may fall due during their vacation.

22:04 Travel on Employer's Business

While travelling on Employer's Business, employees will be reimbursed as per the Town's Policy on travel reimbursement Policy #14. **Within thirty (30) days of the signing of the Agreement, the Employer agrees to review the travel allowance policy for updated allowances.**

22:05 Salaries

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

ARTICLE 23 PERSONAL LOSS

- 23:01 Subject to Clauses 23:02 and 23:03 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 shall compensate the employee for any loss suffered to a maximum of three hundred dollars (\$300) upon producing evidence of damage or loss.
- 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 Chief Administrative Officer (CAO).
- 23:03 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.

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 fourteen (14) 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 Employer and employee.
- 25:03 The period of notice may be reduced or eliminated by mutual agreement between the employee and the Employer.
- 25:04 Upon termination of service an employee shall receive pay for all their earned current and accrued annual leave not taken by them prior to the date of termination of their service provided, however, that any indebtedness to the Employer may be deducted from such payment.
- 25:05 For any permanent employee who is being terminated (except for just cause, for which no notice will be given) or who is being laid off and the layoff is not part of the normal layoff of employees, shall be given thirty (30) calendar days' notice in writing of such termination or layoff.

ARTICLE 26 EMPLOYEE BENEFITS

26:01 Workers' Compensation

All employees shall be covered by the Workers' Compensation Act. An employee prevented from performing their regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Commission and their regular salary. Such difference shall not be paid by the Employer if the occupational accident occurred as a result of the employee's misuse of or the failure to use the necessary safety equipment or their failure to follow prescribed work procedures.

Pending a settlement of the insurable claim, the employee shall continue to receive full pay and benefits of this Agreement subject to any necessary adjustments that may be required. Payments under this Clause shall not be deducted from an employee's accumulated sick leave credits.

26:02 Protective Clothing

- (a) The Employer shall issue the following clothing on an annual basis to outside employees:
 - (i) three (3) pairs of leather palm work gloves;
 - (ii) three (3) pairs of rubber work gloves;
 - (iii) two (2) pairs of coveralls;
 - (iv) winter safety footwear (every two (2) years);
 - (v) fall/spring jacket for outside employees every two years.

- (b) The Employer shall issue the following clothing every third (3rd) year to outside employees, with the exception of safety boots, which shall be issued every second year:
 - (i) one (1) pair of safety boots;
 - (ii) one (1) pair of rubber safety boots;
 - (iii) two (2) sets of rainwear;
 - (iv) winter coveralls.

- (c) Temporary employees shall receive protective clothing as follows:
 - (i) one (1) pair of coveralls every year;
 - (ii) one (1) pair of boots every second year;
 - (iii) one (1) set of rainwear for temporary employees;
 - (iv) **one (1) pair of winter coveralls every year if called in during winter months;**

- (v) one (1) pair of winter safety footwear if called in during winter months
- (d) In the event safety/protective clothing or footwear is damaged, worn or deemed unsafe and is presented to the Chief Administrative Officer (CAO), no request shall be unreasonably denied.

ARTICLE 27 TECHNOLOGICAL CHANGE

27:01 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 Employer shall notify the Union of the proposed changes.

27:02 Consultation

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

27:03 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, in the opinion of the Employer, shall be allowed for employees taking such training. Where required, leave for such training shall be with pay.

27:04 Transfer Arrangements

- (a) Where an affected employee elects not to avail of training as provided for under Clause 27:03 the Town Council agrees that where possible, the effect on the employee of changes contemplated by Clause 27:01 shall be minimized by transfer or re-assignment within the employ of the Town Council.
- (b) An employee transferred or re-assigned 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 Council, to avail of training in accordance with Clause 27:03.

27:05 No New Employees

No new employee(s) will be hired by the Council 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 27:03.

ARTICLE 28 EFFECT OF LEGISLATION

28:01 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 re-open the pertinent parts of the Agreement so that the portion thus invalidated may be amended as required by law.

ARTICLE 29 JOB SECURITY

29:01 Contracting Out

The Employer agrees that there shall be no contracting out of bargaining unit work unless there are no employees available to work.

29:02 Job Security

In the event that the Council agrees that the Town of Petty Harbour and Maddox Cove is to be disbanded, placed under the jurisdiction of some other municipality or to be part of a regional Government/Council, it is agreed that the Employer will make every reasonable effort to protect the jobs of all permanent employees of the bargaining unit.

29:03 In the event that the Employer merges or amalgamates with any other body, the Employer undertakes to endeavour that:

- (a) employees shall be credited with all seniority rights with the new Employer;

- (b) all service credits relating to vacation 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 the merger;
- (f) preference in location of employment in the merged municipality shall be on the basis of seniority.

ARTICLE 30 JOB CLASSIFICATION

30:01 Job Classification

When a new classification is created by the Employer, it agrees to negotiate the salary rate for the classification with the Union. If the parties hereto fail to reach agreement during such negotiations the matter may be submitted by either party to arbitration, in accordance with the provisions of Article 9 of this Agreement.

30:02 Job Description

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job description. The Employer will provide job descriptions for all unionized positions at the conclusion of collective bargaining within sixty (60) days.

30:03 Changes in Classification

When the duties or volume of work in any classification are changed, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate 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 be effective as agreed upon by the parties or as decided by an Arbitrator.

ARTICLE 31 ENVIRONMENT

31:01 Right to Refuse to Pollute

- (a) The parties agree that employees shall not be disciplined or penalized in any manner if they refuse to pollute or if they report incidents of environmental harm.
- (b) Where an employee alleges that the Employer has taken action against them for reporting or refusing to pollute, the burden of proof is on the Employer to prove that the Employer did not discriminate, discipline, intimidate, harass, coerce or take other action against the employee because of refusing to pollute or reporting.
- (c) Employees shall be encouraged to report all such matters. Where the reporting results in corrective action, employees shall have letters of commendation placed on their personal files.

ARTICLE 32 DURATION

32:01 This Agreement shall be effective from the date of signing and remain in full force and effect until December 31, **2026** and subject to Clauses 32:02 and 32:03, shall remain in effect thereafter from year to year, unless replaced by a new Collective Agreement.

32:02 Notice to Negotiate

Either party may give notice to terminate or amend the Agreement not more than one hundred and twenty (120) calendar days prior to the date of expiration.

32:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under Clause 31:02 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 (1) party, the other party is required to enter into negotiations for a new Agreement.

32:04 Amendment by Mutual Consent

It is agreed by the parties to this Agreement that any provision in this Agreement other than the **four (4)** years duration of Agreement, may be amended in writing by mutual consent and such amendment shall form part of this Agreement.

APPENDIX "A" - SALARIES

Effective January 1, 2023 **2%**
Effective January 1, 2024 **2%**
Effective January 1, 2025 **2%**
Effective January 1, 2026 **2%**

| Position | Jan. 1, 2023 | Jan.1, 2024 | Jan. 1, 2025 | Jan. 1, 2026 |
|--------------------------|---------------------|--------------------|---------------------|---------------------|
| Administrative Assistant | \$26.53 | \$27.06 | \$27.60 | \$28.15 |
| Foreman | \$33.53 | \$34.20 | \$34.88 | \$35.58 |
| Maintenance Person | \$29.56 | \$30.15 | \$30.75 | \$31.37 |
| Labourer | \$24.53 | \$25.02 | \$25.52 | \$26.03 |

MEMORANDUM OF UNDERSTANDING

Pension Plan

The Employer agrees to provide a defined contribution Pension Plan for employees at a rate of 5.75% to be contributed by the Employer and 5.75% by the employees.

MEMORANDUM OF UNDERSTANDING

Seasonal Position

The Employer agrees to fill the new seasonal labourer position within fourteen (14) calendar days of the signing of this Agreement.

MEMORANDUM OF UNDERSTANDING

Pandemic/Health Emergency Illness

During a pandemic or public health emergency, employees who are asymptomatic but recommended or directed to self-isolate or quarantine will be placed on special leave with pay for all missed work hours to a maximum of seventy-five (75) hours. Permanent part-time employees will be paid for all scheduled shifts to a maximum of seventy-five (75) hours.

If employees are not exhibiting symptoms and can work from home, the Employer may require employees to do so during the period of self-isolation. Otherwise, employees will remain on special leave with pay. Should the individual exhibit acute illness or symptoms relating to the pandemic or health emergency, special leave with pay will revert to sick leave, annual leave, or time off in lieu where sick leave has been exhausted.

Employees will not be required to provide medical documentation for one period of fourteen (14) days.

Stephanie Stark
Signed on behalf of the Employer
May 29/23
Date

[Signature]
Signed on behalf of the Union
May 29/23
Date

IN WITNESS WHEREOF the parties hereto have executed this Agreement this day of May 30, 2023.

SIGNED ON BEHALF OF THE PETTY HARBOUR/MADDOX COVE TOWN COUNCIL:

Paul Doyle
Stephanie Stack

M. [Signature]
WITNESS

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

[Signature]
[Signature]
[Signature]

Dianna Walker
WITNESS