



Newfoundland and Labrador Association of Public and Private Employees

## **COLLECTIVE AGREEMENT**

between

**THE TOWN OF PORT AU CHOIX**

and

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

**(Expires December 31, 2026)**

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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            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" is the Town Council of Port au Choix.
- (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 term 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 this Agreement, it shall refer equally to the feminine.
- (g) "Employer" means the Town Council of Port au Choix.
- (h) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday.
- (i) "Layoff" means the termination of employment of an employee because of lack of work or because of the abolition of a post but retains all rights in accordance with Article 15.
- (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 in respect of 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.
- (l) "Notice" means notice 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 workday or work week.
- (n) "Part-time employee" means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- (o) "Permanent employee" means a person who has completed his/her probationary period and is employed on a full-time basis without reference to any specified date of termination of service.
- (p) "Probationary employee" means a person who is employed for a period less than six (6) calendar months.
- (q) "Probationary period" means a period of three (3) calendar months from the date of employment.

- (r) "Promotion" 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 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 re-assignment 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 on a full-time basis for a specified 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 the period extending from the first day of January in one year to the thirty-first day of December in the same year.
- (z) "Vacancy" means an opening which is either permanent, part-time or of a temporary nature for more than four (4) weeks.
- (aa) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.

ARTICLE 4      RECOGNITION

4:01

The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees as

listed in the Certification Order issued by the Labour Relations Board and any class or position as mutually agreed between the parties since the above-noted Order was issued.

4:02 Any unresolved dispute on future inclusions or exclusions in the Bargaining Unit will be referred by either party to the Labour Relations Board for adjudication.

4:03 Work of the Bargaining Unit

Persons who are not within the Bargaining Unit shall not perform any work of the Bargaining Unit.

4:04 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.

4:05 No Discrimination - Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfer, layoff, recall, discipline, classification, discharge, assignment of work or for any other reason.

4:06 Shop Steward

In the interest of maintaining a harmonious relationship between the Town Council, its employees and the Union, both parties to this Agreement recognize the value and rights of the Shop Steward and Local President. By investigating complaints of an urgent nature, investigation, preparing and presenting grievances on behalf of employees, carrying out assigned Safety Committee responsibilities, and attending management meetings when requested, it is hoped that the Shop Steward will encourage and protect a proper Employer/employee relationship in the workplace.

4:07 Bulletin Boards

The Town Council shall provide bulletin board facilities for the use of the Union, the sites to be determined by mutual agreement.

4:08 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 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.

4:09

#### No Harassment

The Employer and the Union recognize the right of all employees in the Town to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined. The Employer agrees that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

For the purposes of this Article, harassment shall be defined as follows:

Harassment of a sexual nature is unsolicited, one-sided and/or coercive behaviour which is comprised of sexual comments, gestures, or physical contact that the individual knows, or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one-time basis or a series of incidents, however minor. Both males and females may be victims.

Harassment of a personal nature is any behaviour that endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee, which is based on race, religion, religious creed, sex, sexual orientation, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin or Union status.

#### ARTICLE 5

#### UNION SECURITY

5:01

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.

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
- (d) the Shop Steward will ensure that the employee will receive a copy of the Collective Agreement.

5:03 Where the Shop Steward is available, the employee will be introduced to him/her as soon as possible.

5:04 Acquaint New Employees

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

5:05 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of 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 forward same monthly to the Union 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 T-4 slips the



amount of membership dues paid by an employee to the Union during the current year will be recorded on his/her T-4 statement.

6:03 The Union shall give notice to 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 Manager and the President of the Union 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 Union Steward to assist any employee in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

8:03      Shop Steward

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

8:04      Name of Steward

The Union shall notify the Employer in writing of the name of the Steward before the Employer shall be required to recognize him/her.

8:05      Processing of Grievances

The Shop Steward shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representatives.

8:06      Permission to Leave Work

It is agreed that the Shop Steward will not absent him/herself from his/her 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 four (4) 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 five (5) working days following receipt of the grievance, submit his/her grievance in writing to the Town Manager or Designate and an earnest effort shall be made by all parties to settle the grievance at Step 2.

Step 3

Failing settlement being reached in Step 2, either party may refer the dispute to arbitration within fifteen (15) calendar days of the Town Manager's or Designates 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 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.

8:09

Policy Grievance

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

8:10

Union May Institute Grievance

The Union 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 this Collective Agreement made in accordance with Clause 31:01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

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 Employment and Labour Relations shall appoint an Arbitrator upon the request of either party.

9:03            Arbitration

The Arbitrator shall determine his/her own procedure but shall give full opportunity to all parties to present evidence and make representations. In his/her attempts at justice, the Arbitrator shall as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. He/she shall hear and determine the difference or allegation and render a decision within ten (10) 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 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 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 Arbitrator

Each party shall pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the Arbitrator.

9:07 Amending of Time Limits

The time limits fixed in both Grievance and Arbitration Procedures 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 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 Arbitration Board; 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 equal representation of the Union and the Employer. The Employer shall be dually notified, in writing, as to the names of the Union representatives selected.

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 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      Chairperson of the Meeting

The meetings of the Committee shall be chaired by the Employer's representative and the Vice Chairperson will be selected by the Union.

10:05      Minutes of Meeting

Minutes of each meeting which are satisfactory to the members of the Committee shall be signed by the Chairperson and Vice Chairperson as soon as possible after the meeting with copies being forwarded to the members, if requested.

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 decision 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 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 decided by the Employer or because of a declared state of emergency, 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)      Notwithstanding Clause 11:01 (a) above, the Employer reserves the right to close down or reduce staffing levels in any Department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of Clause 11:01 (b) above.
- (d)      An employee who is required to work during adverse weather or 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 Town Manager or his/her designated representative.

ARTICLE 12      PROBATION, DISCHARGE, SUSPENSION & DISCIPLINE

12:01            (a)      Probationary Period

The probationary period shall be six (6) calendar months for all employees. It is agreed that the probationary period for part-time employees shall be equal in working hours to that of a full-time employee.

The rate of pay for a probationary employee will be four percent (4%) less than the current wage of the Classification for which they are hired. Once the employee successfully passes his/her probationary period he/she will then go up to the wage outlined in Schedule A.

(b) Discharge Procedure

The Employer has and has had the right to discipline and discharge employees for just cause. However, any employee who is past the probationary period and 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 the incident. Such written notification shall state the reason for discipline, discharge, or suspension.

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 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 proceeding 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.

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 eighteen (18) months have elapsed. (It is

not the intention of this section to require an immediate check of each employee's file and the removal of such correspondence, but as files are checked for various reasons, any such reprimand, warnings, etc., will be removed as agreed to under this Article. An employee who has been granted access to his/her file and comes upon such a document has the right to require the Employer to have it 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, at any reasonable time, be allowed to inspect his/her personal file and shall be accompanied by a representative of the Employer and may be accompanied by a representative of the Union, if he/she so desires.

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 1 of the Grievance Procedure shall be omitted in cases of suspension or discharge.

ARTICLE 13      SENIORITY

13:01      Seniority Defined

Seniority is defined as length of service with the Employer and shall date from the most recent date of hire by the Employer. Seniority shall operate on a Bargaining Unit wide basis.

13:02      Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service with the Employer commenced. An up-to-date seniority list shall be sent to the Union 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.



Employees who remain in the employ of the Employer for their complete period of probation shall have seniority effective from their most recent date of hire by the Employer.

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 Town Manager or without sufficient cause;
- (d) he/she fails to return to work within ten (10) 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 Town Manager informed in writing of his/her current address. An employee who is recalled for casual 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 two (2) working days, notify the Town Manager whether or not he/she will return to work;
- (e) he/she is laid off or on leave without pay for a period longer than twenty-four (24) months.

13:05

Transfer and Seniority Outside the 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.

An 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 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 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 provided that the applicant's qualifications meet the required standards for the new position as advertised in the job posting.

14:05            Trial Period

The successful applicant shall assume his/her new duties on a trial basis for three (3) months. The Employer shall confirm the employee's appointment after the trial period of

three (3) months, 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, if not redundant and if redundant, then to a comparable position, wage or salary rate of his/her former position and without loss of seniority if such a comparable position is available. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to his/her former or to a comparable position, wage or salary rate, without loss of seniority, if such a comparable position is available.

14:06      Notification of Successful Applicant

Within seven (7) 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 Shop Steward.

14:07      Handicapped 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 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.

14:08      Disabled Employee's Preference

An employee who has been incapacitated by his/her work by injury or compensable occupation disablement and is unable to perform his/her regular duties will be employed in other work which he/she can do providing a suitable position is available and the applicable rate for the new position will apply. Such 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.

14:09      Older Worker Provision

An employee who through advancing years or temporary disablement is unable to perform his/her regular duties will be employed in some work which he/she can do providing a suitable position is available and the applicant 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 displace 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 a 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.

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 of recall, provided that those recalled are qualified to perform the work required.

15:04              Advance Notice of Layoff

- (a)      Except where legislation is more favourable to an employee, the Employer shall notify permanent employees who are to be laid off no less than twenty (20) working days prior to the effective date of layoff. If, through no fault of his/her own, the employee has not had an opportunity to work the days of notice as provided in this Clause, the employee shall be paid wages or salary exclusive of overtime that would have been earned during the notice period.
  
- (b)      The Employer shall notify temporary, part-time and seasonal employees who are to be laid off no less than ten (10) working days prior to the effective date of layoff. If, through no fault of his/her own, the employee has not had an opportunity to work the days of notice provided in this Clause, the employee shall be paid wages or salary exclusive of overtime that would have been earned during the notice period.

ARTICLE 16      HOURS OF WORK AND WORK SCHEDULE

16:01 The hours of work shall be eight (8) hours per day, forty (40) hours per week, Monday to Friday.

16:02 Rest Periods

- (a) An employee who works at least seven (7) hours per shift shall be entitled to a rest period of fifteen (15) consecutive minutes in the first half and fifteen (15) consecutive minutes in the second half of the shift.
- (b) An employee who works at least four (4) hours per shift shall be entitled to one (1) rest period of fifteen (15) consecutive minutes during that shift.

16:03 Days Off

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

16:04 No employee shall be required to work a shift less than three (3) hours.

ARTICLE 17 OVERTIME

17:01 Definition of Overtime

(a) Full Time Employees

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

(b) Part-Time Employees

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

17:02 Normal Overtime Rate

(a) The normal overtime rate shall be pay 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 and the Town Manager or his/her designated representative. The employee's decision to receive time off must be conveyed to the Town Manager or his/her designated representative within seventy-two (72) hours of the conclusion of the overtime. Should the time off not be taken or granted within sixty (60) calendar days, the

employee shall receive pay at the appropriate overtime rate.

17:03 Meal Periods

An employee recalled to work during his/her meal period shall be paid at the rate of time and one-half (1 ½) for all time worked during the meal period to a maximum of two (2) hours of pay.

17:04 Sharing of Overtime

Overtime and call-back shall be divided equally among employees qualified to perform the available work.

17:05 Call-back

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

17:06 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 and double (2) time on Christmas Day and Good Friday.

17:07 No Layoff to Compensate for Overtime

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

17:08 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/her regular hours during such absence.

17:09 Overtime on an Employee's Day Off

An employee who works on his/her day off shall be paid time and one-half (1 ½) for all hours worked.

17:10 Standby

(a) An employee required to perform standby duty shall be paid sixteen dollars (\$16) for each eight (8) hour shift of standby.

- (b) When standby is required on a statutory holiday, the rate of compensation shall be twenty-four dollars (\$24) for each eight (8) hour shift of standby.
- (c) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.
- (d) On-call duty shall be equally divided among the qualified employees.

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) Commonwealth Day
- (e) Discovery Day
- (f) Memorial Day
- (g) Orangeman's Day
- (h) Civic Holiday
- (i) Labour Day
- (j) Thanksgiving Day
- (k) Armistice Day
- (l) Christmas Eve (one-half (½) day)
- (m) Christmas Day
- (n) Boxing Day
- (o) New Year's Eve

Any other day proclaimed as a holiday by the Provincial and Federal Governments would have to be negotiated with the Employer.

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 before the end of the current year 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

An employee shall be granted vacation on a prorated basis for the time worked in the previous year. An employee shall receive annual vacation with pay in accordance with his/her years of employment as follows:

<u>Years of Service</u>	<u>No. of Days Per Year</u>
Up to 5 years	10 days
From 6 to 10 years	15 days
From 11 to 15 years	20 days
From 16 to 20 years	25 days
From 21 to 30	30 days

The following provisions respecting annual leave shall apply:

- (a) No annual leave may be taken by an employee until he/she has not less than ninety (90) days of service after probationary period prior to taking leave.
- (b) When an employee has had not less than one hundred and eighty (180) days of service, he/she may anticipate annual leave to the end of the period of his/her 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, he/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months computed to full working days.

19:02            For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than one-half (½) of the days in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.

19:03            Annual leave shall not be taken except with the prior approval of the Town Manager. However, subject to the operational requirements of the Town Council, the Town Manager shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the



employee.

19:04 Employees shall have the right to refuse to work during periods of annual leave, except in the case of emergency. In the event an employee agrees to work during periods of annual leave, he/she shall receive pay at the rate of double (2) time in addition to his/her regular rate of pay. Employees shall be reimbursed for expenses and losses incurred as a result of his/her having to return to work.

19:05 (a) An employee may carry forward to another year annual leave not taken by him/her to a maximum of twenty (20) days.

(b) An employee may elect to be paid for any annual leave not taken by him/her at the first pay period in December of each year.

19:06 (a) An employee who becomes ill while on annual leave may change the status of his/her 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, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.

19:07 For the purpose of this Article, employees who are re-employed by the Employer after layoff or termination may have service prior to layoff or termination credited to them for annual leave purposes.

## ARTICLE 20      SICK LEAVE

### 20:01      Definition of Sick Leave

Sick leave means a period of time that an employee is 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

An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days per month of service to a maximum of two hundred and forty (240) days. Part-time employees shall earn and be awarded this benefit on a pro-rated basis.

### 20:03      Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of

all scheduled working days absent for sick leave. Absence on account of illness for less than one-half (½) day shall not be deducted. Absence for one-half(½) day or more, and less than a full day shall be deducted as one-half (½) a day.

20:04

#### 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 which is 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 the time of such layoff.

20:05

#### Extension of Sick Leave

When an employee has used the maximum of sick leave which may be awarded to him in accordance with this Agreement, he may elect, if he is still unfit to return to duty, 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. No employee may be retired/terminated until they have exhausted the accumulated benefits of this Collective Agreement including the rights to recall.

20:06

#### Sick Leave Records

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

20:07

#### 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 workday at his regular rate of pay without deduction from sick leave.

20:08

#### 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.

20:09 Employees traveling for medical reasons shall be permitted to draw from their accumulated sick leave.

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 his/her employment temporarily in order to carry on or take part in negotiation meetings between the Union and the Employer.

21:02 Leave of Absence for Union Business

The Employer shall grant a maximum of ten (10) days per year, without loss of pay or benefits, for purposes of attending Conventions and Education Seminars of the Union.

21:03 Leave of Absence for Full Time Union Representative

An employee who is selected or elected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without loss of seniority or accrued benefits for a period of one (1) year. Such leave shall be renewed each year on request during his/her term of office.

21:04 Paid Bereavement Leave

- (a) An employee shall be entitled to bereavement leave with pay as follows:
  - (i) In the case of the death of an employee's spouse, mother, father, brother, sister, child, common-law spouse, child of common-law spouse, five (5) days.
  - (ii) In the case of the death of an employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchild, aunt uncle or near relative living in the same household, three (3) day.
- (b) If the death of a relative referred to in (a) (i) above and to which five (5) days have been allocated occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with

pay not exceeding seven (7) days for the purpose of attending the funeral if the funeral is held outside the Province. Such days not to be in addition to those allocated in (a) (i) above.

- (c) In cases where extraordinary circumstances prevail, the Town Manager may grant two (2) additional days other than those referred to in (a) (i) and (ii) above.
- (d) One-half (½) day leave shall be granted without loss of salary or benefits to attend a funeral as a pallbearer or mourner.

21:05

#### Maternity Leave

- (a) A female employee shall be eligible for maternity leave without pay and without loss of benefits any time after the sixth month of pregnancy and maternity leave may be extended to a maximum of fifty-two (52) weeks provided that she has completed nine (9) months of service with the Employer.
- (b) The Employer will protect the position and accrued benefits of the employee while on maternity leave.
- (c) The employee who has been on maternity leave may return to duty after she has produced a certificate of fitness from her physician and at the same time has given two (2) weeks' notice of her intention to so return.
- (d) While on maternity leave an employee shall accumulate seniority.

21:06

#### Adoption Leave

Subject to the approval of the Town Manager, special leave without pay for a period of up to fifty-two (52) weeks shall be granted to an employee from one (1) week before the employee legally adopts a child and upon presentation of proof of such adoption provided that he/she has completed nine (9) months of service with the Employer.

21:07

#### 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. The employee will present proof of service that he/she attended as a juror or witness. Any remuneration the employee receives from the Courts will be over and above his/her pay and benefits from the Employer.

21:08

Education Leave

- (a) 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 attend classes and to write examinations required by such course.
- (b) An employee who has been employed for a period of not less than two (2) years and who is upgrading his/her employment qualifications through an Employer approved upgrading course at Vocational School or University shall be entitled to leave of absence without pay and without loss of seniority for a period of up to two (2) years.

21:09

General Leave

Special leave with pay for a maximum of one week in total shall be granted by the Council in exceptional circumstances to an employee provided that the employee has no current, accrued, or accumulated leave available to them.

21:10

Family Leave

An employee shall be granted special leave with pay not exceeding five (5) 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 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 not later than the next succeeding 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 his/her position for a maximum of one-half (½) of his/her normal workday.

- (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.

22:03      Vacation Pay

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 he/she wishes to receive his/her advance payment, shall receive prior to commencement of his/her annual vacation any regular pay cheque(s) which may fall due during his/her vacation.

22:04      Transportation

When, in the course of his/her duty, an employee is required by the Employer to travel on the Employer's business, transportation shall be provided by the Employer, or the Employer may require the use of the employee's own vehicle with reimbursement at the rate of thirty cents (30¢) per kilometre. Employees have the right to refuse to utilize their own vehicles for the Employer's business.

ARTICLE 23      STRIKES AND LOCKOUTS

23:01      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 term of this Agreement.

ARTICLE 24      TERMINATION OF EMPLOYMENT

24:01      Except in the case of dismissal for just cause, twenty (20) working days' notice in writing shall be given to permanent or probationary employees whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

24:02      Except in the case of dismissal for just cause, ten (10) working days' notice in writing shall be given to temporary, part-time and seasonal employees whose services are to be terminated, provided that such employees are not hired for a specified time period. If such notice is not given, the

employee shall be paid for the number of days by which the period of notice was reduced.

- 24:03 Permanent and probationary employees shall give the Town Manager twenty (20) working days' written notice and seasonal, temporary, and part-time employees shall give ten (10) working days' written notice of intention to terminate employment.
- 24:04 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 the employee.
- 24:05 The period of notice may be reduced or eliminated by mutual agreement.
- 24:06 Upon termination of service, an employee shall receive pay for all his/her earned current and accrued leave not taken by him/her prior to the date of termination of his/her services plus pay for his/her accumulated annual leave up to a maximum of fifteen (15) days not taken by him/her prior to the date of termination of his/her services.

ARTICLE 25      INJURY ON DUTY

- 25:01 (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 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 hi/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 an 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 for 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 lay-off effective from the date 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 whether 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.

25:02 Employees shall have the right to refuse work which is considered dangerous to the health and safety of the employee.

ARTICLE 26      TECHNOLOGICAL CHANGE

26:01              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 Union of the proposed change.

26:02              Consultation

Meetings will be arranged between the Town Council and the Union within ninety (90) days of the Town Council's notification to the Union for the purpose of consulting on the effect to result from the change or to discuss training needs.

26:03              Training Benefits

In the event that the Town Council 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 determined by the Town Council shall be allowed for employees taking such training. Where required, leave for such training shall be with pay less any other allowances provided for such training by the Town Council or other programs.

26:04              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 will be minimized by transfer or re-assignment within the employ of the Town Council unless such employee has refused without giving reasons acceptable to the Council to avail of training in accordance with Clause 27:03.

26:05              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.

26:06 Notwithstanding any of the above, it is agreed that where an employee elects not to avail of training opportunities under Clause 26:03 or where it is not possible to transfer or re-assign the employee within the employ of the Council because of the non-existence of available positions, the employee will be terminated, and notice will be served in accordance with Article 24 - Termination of Employment.

## ARTICLE 27      EFFECT OF LEGISLATION

### 27:01      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 portions thus invalidated may be amended as required by law.

## ARTICLE 28      CONTRACTING OUT

28:01 The Employer shall not contract our Bargaining Unit work during the term of this Collective Agreement.

28:02 The Employer reserves the right of its past practice of contracting out its equipment as a community service. The Employer agrees that this practice will not reduce the normal earnings or benefits of the employees.

## ARTICLE 29      PROTECTIVE CLOTHING AND TOOLS

29:01      \*      The Employer shall issue the following clothing to each maintenance employee:

- 1) hard hat - to be replaced as required on forfeiture of previous item issued;
- 2) suit rain clothes - to be replaced as required on forfeiture of previous item issued;
- 3) protective glasses - yearly;
- 4) gloves - yearly;

- 5) coveralls - every 2 years;
- 6) safety boots allowance – yearly (\$200/yr full-time employee, \$100/yr part-time employee)

Protective clothing may be replaced anytime upon inspection by the Employer and if mutually agreed upon by the parties.

All clothing shall remain the property of the Town Council.

29:02 The Employer agrees that effective the date of signing, to provide all tools necessary for the performance of the duties of the Bargaining Unit employees.

ARTICLE 30      AMENDMENT BY MUTUAL CONSENT

30:01 It is agreed by the parties to this Agreement that any provision in this Agreement other than the Duration of Agreement may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

ARTICLE 31      TRAVEL ON EMPLOYER'S BUSINESS

31:01      \*      For each full day on travel status the maximum rate allowable for meals, inclusive of taxes and gratuities shall be as follows:

- (a)      Sixty-Five dollars (\$65) per day:
  - Breakfast      -      thirteen dollars (\$13)
  - Lunch           -      twenty-three dollars (\$23)
  - Dinner          -      twenty-nine dollars (\$29)
- (b)      In areas where the cost of meals is likely to exceed these rates, based on the opinion of the Town Manager or Designate, vouchered expenses may be submitted.

31:02 For travel on the Employer's business for less than one (1) day, the appropriate meal allowance shall apply.

31:03 An employee shall be entitled to one (1) long distance telephone call per day while travelling on Employer business. Duration of such call shall be five (5) minutes.

31:04 An employee required to travel on the Employer's business shall be deemed to be working for the Employer.

31:05 Employees travelling on Employer's business and required to use their own vehicles will be paid in accordance with the government rate.

ARTICLE 32      SALARIES

32:01            The rates of pay for all employees covered by this Agreement are as set forth in the attached Schedule "A" which Schedule shall form part of this Agreement.

ARTICLE 33      JOB CLASSIFICATION

33:01            Job Classification

Any job classifications, 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 Union 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.

33:02            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.

33:03            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 34      SEVERANCE PAY

34:01      \*      (a)      An employee who was hired prior to February 1, 2019 and who has seven (7) or more years of continuous service in the employ of the Town

Council is to be entitled to be paid on termination due to resignation, retirement, disability retirement, expiration of recall rights 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/her weekly salary, to a maximum of twenty (20) weeks.

- (b) For the purpose of this Article, service for existing temporary and part-time employees, effective February 1, 2019, shall be the equivalent of one (1) year of accumulated service provided that where a break in employment exceeds twenty-four (24) months, service shall commence from the date of re-employment. A month of service is as defined in Article 3 (k).
- (c) Maternity leave and adoption leave up to fifty-two (52) weeks shall be counted as service for severance pay purposes.
- (d) 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.
- (e) The parties agree for the purposes of calculation of service that as of January 1, 2023 the following employees will have the following service:

<u>Employee</u>	<u>Hire Date</u>	<u>Accrued Service</u>
James Tuff	April 20, 2004	18 years
Richard Hamlyn	August 8, 2017	4 years
Sherry Stagg	January 31, 2019	1.8 years

- (f) Effective February 1, 2019, all new hires shall no longer accumulate service for severance pay purposes.

ARTICLE 35      HEALTH AND INSURANCE

35:01      Council agrees to provide an optional group life medical and dental insurance plan. The cost of the Group Life Medical and Dental Insurance Plan shall be shared, with the Employer paying fifty percent (50%) and employees paying fifty percent (50%).

35:02      \*      Council agrees to pay fifty percent (50%) of the premium of a pension plan for all employees during the life of this Collective Agreement. In the case of a Joint Retirement

Savings Plan (RRSP), the maximum amount will be thirty-nine hundred dollars (\$3900.00) per year.

35:03 Council agrees to pay fifty percent (50%) of the premium of a pension plan for any employee who is not eligible to participate in the pension plan for regular full-time employees. Such payments shall be directly proportionate to such an employee's earnings while such an employee is actually engaged in employment with the Council.

Additionally, Council requires a period of one full year from the date of signing of this Agreement in order to implement this Article.

ARTICLE 36      DURATION

36:01      \*      This Agreement shall be effective from January 1, 2023, and shall remain in full force and effect until December 31, 2026, or until a new Collective Agreement is signed by the parties, whichever is later.

36:02      Notice to Negotiate

Either party may give notice to terminate or amend the Agreement not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days prior to the date of expiration.

36:03      Notice of Changes

Either party desiring to propose changes to this Agreement shall, within thirty (30) calendar days following receipt of notice under Clause 36:02, 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 party, the other party is required to enter into negotiations for a new Agreement.

ARTICLE 37      JOB SECURITY

37:01      The Council agrees that it will maintain two (2) full-time permanent employees throughout the life of this Agreement.

The Council agrees that it will guarantee two (2) part-time employees for a minimum of eighteen (18) weeks work per year throughout the life of this Agreement.

\*

**SCHEDULE "A"**

Increase all classifications as follows:

January 1, 2023 - \$0.75  
January 1, 2024 - \$0.75  
January 1, 2025 - \$0.75  
January 1, 2026 - \$0.75

<u>Classification</u>	<u>Jan. 1/23</u>	<u>Jan. 1/24</u>	<u>Jan. 1/25</u>	<u>Jan. 1/26</u>
Maintenance I	\$24.95	\$25.70	\$26.45	\$27.20
Maintenance II	\$28.34	\$29.09	\$29.84	\$30.59
Maintenance III	\$30.35	\$31.10	\$31.85	\$32.60
Secretary/Town Assistant Clerk	\$25.70	\$26.45	\$27.20	\$27.95
Maintenance Water & Sewer	\$22.53	\$23.28	\$24.03	\$24.78
Secretarial Assistant	\$20.71	\$21.46	\$22.21	\$22.96

\*

MEMORANDUM OF UNDERSTANDING

The parties agree for the purposes of calculation of service that as of January 1, 2023, the following employees will have the following service:

<u>Employee</u>	<u>Hire Date</u>	<u>Accrued Service</u>
James Tuff	April 20, 2004	13.8 years
Richard Hamlyn	August 8, 2017	4 years
Sherry Stagg	January 31, 2019	1.8 years
Kenneth Rumbolt	February 17, 2020	1.3 years

From the date of signing of this Collective Agreement it is understood by the parties that periods of layoff will not be counted for the purposes of determining service but will be considered for seniority purposes.



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Signed on behalf of:  
THE NEWFOUNDLAND & LABRADOR  
ASSOCIATION OF PUBLIC & PRIVATE EMPLOYEES

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Signed on behalf of:  
THE PORT AU CHOIX TOWN COUNCIL

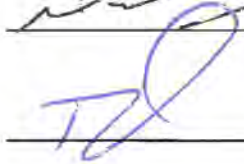


SIGNED this 12<sup>th</sup> day of June, 2023.

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

ON BEHALF OF THE TOWN OF PORT AU CHOIX:

 Maya

 Councillor

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
WITNESS

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

 \_\_\_\_\_

 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
WITNESS

**MEMORANDUM OF UNDERSTANDING**

**Re: Schedule "A"**

**Classifications**

Effective date of signing, maintenance employees shall advance one step on their respective salary scales based on the following formula (exclusive of overtime and travel time), provided the Employee meets the bonafide occupational requirements for the prescribed position:

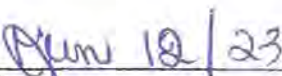
0-36 Months of Service:	Maintenance - Step I
37-60 Months of Service:	Maintenance - Step II
60+ Months of Service:	Maintenance – Step III

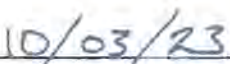
For the duration of this agreement, an Employee-in-Charge shall be designated by the Town. The designation is to be equitably shared amongst Employees who wish to perform the prescribed duties. The designation is subject to change on a regular basis (weekly, bi-weekly, or monthly) based on the needs of the Town. Notice is to be given to an Employee or to the Employer of no less than one (1) week for an unscheduled designation change.

The Employer and Employee may mutually agree to a shorter period of notice.

  
\_\_\_\_\_  
TOWN OF PORT AU CHOIX

  
\_\_\_\_\_  
NAPE

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

  
Robert H. Harte