



COLLECTIVE AGREEMENT

between

BAY BULLS TOWN COUNCIL

and

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

(EFFECTIVE: January 1, 2022 to December 31, 2025)

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Preamble.....	1
2	Management Rights.....	1
3	Discrimination, Sexual or Personal Harassment.	1
4	Definitions.	2
5	Recognition.	4
6	Union Security.....	6
7	Check off.....	7
8	Correspondence.....	7
9	Grievance Procedure.....	7
10	Arbitration.....	9
10	Labour Management Committee.....	11
11	Absence from work due to weather conditions.....	12
12	Probation, Discharge, Suspension & Discipline.....	12
13	Seniority.....	14
14	Promotions & Staff Changes.....	15
15	Layoff & Recall.....	16
16	Hours of Work and Work Schedule.....	17
17	Overtime.....	17
18	Holidays.....	18
19	Annual Leave.....	19
20	Sick Leave.....	20
21	Leave of Absence.....	22
22	Payment of Wages and Allowances.....	25
23	Personal Loss.....	26
24	Strikes and Lockouts.....	26
25	Termination of Employment.....	26
26	Employee Benefits.....	27
27	Technological Change.....	28
28	Group Insurance.....	29
29	Pension Plan.....	29
30	Effect of Legislation.....	29
31	Job Security.....	29
32	Job Classification.....	30

33	Duration.	30
	Appendix A - Salaries.	32.
	MOU re G. O'Driscoll.....	33

THIS AGREEMENT made this 23rd day of FEBRUARY Anno Domini, Two Thousand and Twenty-Two;

BETWEEN:

BAY BULLS TOWN COUNCIL

of the one part;

AND

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

ARTICLE 3* DISCRIMINATION, SEXUAL OR PERSONAL HARASSMENT

- 3:01 * The Employer agrees that there will be no discrimination or coercion exercised or practiced by it with respect to any employee by reason of age, race, colour, sex, sexual orientation, marital status, political or religious affiliation, physical or mental disability, or by reason of their membership in the Union.

- 3:02 * The Employer and the Union recognize the right of all employees 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 4 DEFINITIONS

- 4:01
- (a) "Classification" means the identification of a position by reference to a class title and pay range.
 - (b) "Town Council" means the Bay Bulls Town Council.
 - (c) "Day of rest" means a calendar day on which the employee is not ordinarily required to perform the duties of his/her 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 his/her 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. Whenever the masculine is used in this Agreement it will refer equally to the feminine.
 - (g) "Employer" means the Town Council of Bay Bulls as represented by the Town Clerk.
 - (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 mail.
- (m) "Overtime" means work performed by an employee in excess of his/her scheduled work day or work week.
- (n) "Part-time employee" means 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 his full number of working hours in each working day for his classification without reference to any specified date 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.
- (q) "Promotion" means an action which causes the movement of an employee from his 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 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 two (2) weeks.

- (y) "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.

4:02 *

Discrimination, Sexual or Personal Harassment

The Employer agrees that there will be no discrimination or coercion exercised or practised by it with respect to any employee by reason of age, race, colour, sex, sexual orientation, marital status, political or religious affiliation, physical or mental disability, or by reason of their membership in the Union.

4:03 *

The Employer and the Union recognize the right of all employees 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

RECOGNITION

5:01

Recognition

The Employer recognizes the Union as the bargaining agent for all employees as listed in the Certification Order dated February 7, 1990.

5:02 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 his/her 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.

5:03 No Other Agreements

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

5:04 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 his/her activity in the Union.

5:05 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 written permission from the Town Clerk and that such permission will not be unreasonably withheld.

5:06 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.

5:07 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 written permission from the Town Clerk and such permission will not be unreasonably withheld.
- (b) Permission to hold meetings on the premises shall in each case be obtained from the Town Clerk and such meetings shall not interfere with the operations of the Employer.

ARTICLE 6 UNION SECURITY

6:01 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.

6:02 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.

6:03 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.

6:04 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. A mutual time will be agreed upon for such interviews.

ARTICLE 7 CHECKOFF

7:01 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.

7:02 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 his/her T-4 Statement.

7:03 Union Dues

The Union shall inform the Employer of the authorized deductions to be made.

ARTICLE 8 CORRESPONDENCE

8:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Town Clerk and the President of the Union and a copy to the Local employee representative.

ARTICLE 9 GRIEVANCE PROCEDURE

9:01 Definition of Grievance

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

9:02 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.

9:03 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 him/her.

9:04 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.

9:05 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 written permission of the Town Clerk and that permission will not be unreasonably withheld.

9:06 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 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 Clerk and an earnest effort shall be made by all parties to settle the grievance at Step 2. The Town Clerk's decision shall be given to the Shop Steward in writing within seven (7) working days of receipt of the grievance.

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 Clerk's decision in Step 2.

9:07 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 by this Article then the grievance shall be deemed to be upheld and the redress sought implemented.

9:08 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.

9:09 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 in the Grievance Procedure. Such a grievance shall commence at Step 2.

9:10 Replies in Writing

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

9:11 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for grievance meetings at a mutual time and date.

9:12 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 Procedure.

9:13 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 10 ARBITRATION

10:01 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.

10:02 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.

10:03 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 attempt at justice the Arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure. He/she shall hear and determine the difference or allegation and render a decision within sixty (60) calendar days from the date of the arbitration hearing.

10:04 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.

10:05 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) calendar days of receipt of the request by either party.

10:06 Expenses of the Arbitrator

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

10:07 Amending of Time Limits

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

10:08 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.

10:09 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 his/her 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 11 LABOUR MANAGEMENT COMMITTEE

11:01 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.

11:02 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.

11:03 Meetings of Committees

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.

11:04 Chairperson of the Meeting

The meetings of the Committee shall be chaired by the Employer's representative and the Vice-Chairperson shall be selected by the Union from the employees on the Committee.

11:05 Minutes of Meeting

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

11:06 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 12 ABSENCE FROM WORK DUE TO WEATHER CONDITIONS

12:01 Adverse Weather Conditions

The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Town Clerk or by the appropriate Provincial authority.

- (a) All employees are required 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 a declared state of emergency, such an employee shall suffer no loss of pay or other benefits nor shall he/she 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 Town Clerk.

ARTICLE 13 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

13:01 (a) Probationary Period

The probationary period shall be the first four (4) calendar months of scheduled work with the Council. The termination of a probationary employee for reasons of unsuitability or incompetence 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 five (5) working days of the incident which gave rise to the discipline. Such written notification shall state the reason for the discipline, suspension or discharge. If the procedure is not followed, the discipline shall be null and void.

13:02 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 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.

13:03 * 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 his/her 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. If this procedure is not followed, such written censure shall not become part of his/her record for use against him/her at any time.

13:04 * Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her 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 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 adverse report or warning given in writing resulting in disciplinary action against an employee and becoming part of an employee's personal file shall be removed from the personal file after twelve (12) months have elapsed.

13:05 Personal Files

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

13:06 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 14 SENIORITY

14:01 Seniority Defined

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

14:02 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 up-to-date seniority list shall be sent to the Union and posted on the bulletin board in the Council Office.

14:03 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.

14:04 Loss of Seniority

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

- (a) he/she is discharged for just cause and is not re-instated by an Arbitrator or under the Grievance Procedure;
- (b) he/she resigns in writing;
- (c) he/she is absent from work in excess of three (3) working days without the approval of the Town Clerk or without sufficient cause;
- (d) he/she fails to return to work within three (3) working days following a layoff and after being notified by registered mail or hand delivered letter to do so, except when 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 Clerk informed in writing of his/her current address. Should an employee be called back to work notwithstanding he currently has other employment, he/she is obligated to return to work in order to preserve accrued seniority. Upon receipt of notice of recall, the employee shall within one (1) working day notify the Town Clerk 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.

14:05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority

accumulated up to the date of leaving the unit but will not accumulate any further seniority while outside the unit.

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

ARTICLE 15 PROMOTION AND STAFF CHANGES

15:01 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 five (5) working days. Copies of all postings are to be supplied concurrently to the Local employee representative.

15:02 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".

15:03 Procedure for Filling Vacancies

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

15:04 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, 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.

15:05 Trial Period

The successful applicant shall assume his/her new position on a trial basis for six (6) months. The Employer shall confirm the employee's appointment after the trial period of six (6) 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 without loss of seniority. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to his/her former position, wage or salary rate without loss of seniority.

15:06 Notification of Successful Applicant

Within ten (10) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant with a copy to the Local employee representative.

15:07 Incapacitated Worker Provision

An employee who has become incapacitated by injury, illness, compensable occupational disablement or through advancing years and who 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 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, provided the person who is bumping is qualified and able to do the job.

ARTICLE 16 LAYOFF AND RECALL

16:01 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.

16:02 Recall Procedure

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

16:03 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.

16:04 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 17 HOURS OF WORK AND WORK SCHEDULE

17:01 Hours of Work - Outside Employees

The normal work week shall be forty (40) hours per week and the normal work day shall be eight (8) hours per day exclusive of a one (1) hour meal break.

17:02 Rest Periods

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

17:03 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 in writing between the Town Clerk and the employee.

17:04 Hours of Work for Part-Time Employees

Part-time employees shall receive the wages and benefits specified in this Agreement on a pro rata basis according to their hours of work. Part-time employees shall not be scheduled by the Employer for less than three (3) consecutive hours.

ARTICLE 18 OVERTIME

18:01 (a) Definition of Overtime

Except as provided in Clause 17:01 (c) all time worked by an employee before or after his/her 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 Town Clerk.

(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.

18:02 Normal Overtime Rate

(a) The normal overtime rate shall be either pay or time off at the rate of time and one-half (1 ½).

(b) Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the Town Clerk. The employee's decision to receive time off must be conveyed to the

Town Clerk within seventy-two (72) hours of the conclusion of the overtime.

18:03 Sharing of Overtime

Overtime and callback shall be divided equally among employees qualified to perform the available work.

18:04 Callback

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.

18:05 No Layoff to Compensate for Overtime

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

18:06 Calculation of Overtime Rate

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.

18:07 Overtime on an Employee's Day Off

An employee who works on his/her scheduled days off shall receive time and one half (1 ½) for all hours worked on the first (1st) day.

An employee who works on his second (2nd) day off shall receive double (2) time for all hours worked.

ARTICLE 19 HOLIDAYS

19:01 * Paid Holidays

Employees shall receive one (1) day of paid leave for each of the statutory holidays as follows:

- (a) New Year's Day
- (b) St. Patrick's Day
- (c) Good Friday
- (d) St. George's Day
- (e) Commonwealth Day
- (f) Discovery Day
- (g) Memorial Day
- (h) Orangeman's Day
- (i) Regatta Day (in lieu of a declared Municipal holiday)
- (j) Labour Day
- (k) National Truth and Reconciliation Day
- (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.

19:02 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.

19:03 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.

19:04 Compensation for Work on Paid Holiday

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 1/2) for each hour worked on the holiday.

ARTICLE 20 ANNUAL LEAVE

20:01 Length of Vacation

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

<u>Years of Service</u>	<u>No. of Days Per Year</u>
One (1) to nine (9) years	15 days
After nine (9)	20 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 four (4) calendar months service prior to taking leave.
- (b) When an employee has had not less than four (4) calendar months 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.

20:02 Annual Leave

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

20:03 Work During Annual Leave

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

20:04 Carry Forward of Annual Leave

An employee may carry forward to another year any portion of annual leave not taken by him/her in previous years up to a maximum of eight (8) days.

20:05 Substitute Sick Leave for Annual Leave

- (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.

20:06 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 Town Clerk in writing by the end of December of each year for the upcoming year.

ARTICLE 21 SICK LEAVE

21:01 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.

21:02 Paid Sick Leave

An employee is eligible to accumulate sick leave credits with full pay at the rate of two (2) days for each month of service.

21:03 Deduction from Sick Leave Credits

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 (1/2) a day shall not be deducted. Absence for one-half (1/2) a day or more and less than a full day shall be deducted as one-half (1/2) a day.

21:04 Proof of Illness

- (a) Before receiving sick leave with full pay an employee may be required to produce a medical certificate for an illness in excess of three (3) consecutive working days.
- (b) An employee shall have the option of being attended by a doctor of his/her choice and under no circumstances will an employee be penalized in any way by the Employer for exercising his/her option of being attended by his/her personal physician.
- (c) In cases of suspected abuse shown by an established pattern, the Employer reserves the right to request a medical certificate for any period of illness.

21:05 Sick Leave During Leave of Absence and Layoff

When an employee is given paid vacation or special paid leave of absence, or when the employee is on Workers' Compensation, he/she shall receive on his/her return to work, sick leave credits for the periods of such absence. When an employee is laid off for a period of less than twenty-four (24) months and returns to work from layoff, he/she shall not receive sick leave credits for the period of layoff but he/she shall retain his/her accumulated sick leave credits earned prior to layoff.

21:06 Extension of Sick Leave

An employee with more than three (3) years of service who has exhausted his/her sick leave credits, may be allowed an extension of his/her sick leave to a maximum of twenty (20) working days. This sick leave extension shall be repaid by the employee upon his/her return to work from his/her normal monthly sick leave credit accumulation.

21:07 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 his/her credit and the number of days sick leave taken by him/her up to and including December 31 of the previous year.

21:08 Injury On Duty

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

21:09 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 his/her service computed in full or half days shall be deemed to have a month of service.

21:10 Sick Leave for Preventative Medical or Dental Care

Employees may be allowed, at the discretion of the Employer, 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 22 LEAVE OF ABSENCE

22:01 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.

22:02 Leave of Absence for Union Business

- (a) Upon written request by the Union to the Town Clerk, leave of absence with pay and without loss of benefits shall be granted by the Town Clerk 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 four (4) working days per year accumulated for the entire bargaining unit.
- (b) Union functions shall include the Biennial Convention of the Newfoundland Union of Public Employees, the Component Convention of the Newfoundland Union 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 Town Clerk if requested by the employee.

22:03 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 his/her term of office.

22:04

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, or near relative living in the same household, three (3) days.
- (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 five (5) 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 Town Clerk may grant two (2) additional days other than those referred to in Clause 21:04 (a) and (b).

22:05

Maternity Leave

- (a) Subject to 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 seventeen (17) weeks in total.
- (c) The employee shall resume her former position and salary upon return from maternity leave with no loss of accrued benefits.
- (d) The employee may return to duty after two (2) weeks' notice of her intention to do so on production of a satisfactory 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.
- (g) An employee who applies for a position in accordance with 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 seventeen (17) weeks shall be counted as service for the purpose of step progression and severance pay.

22:06

Adoption Leave

- (a) Subject to the approval of the Town Clerk, special leave without pay for a maximum period of seventeen (17) weeks shall 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 seniority and vacation purposes. Such leave shall not be unreasonably denied.
- (b) The employee shall resume his/her former position and salary upon his/her 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.

22:07

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

22:08

Education Leave

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

22:09

Extended Unpaid Leave

Upon written request 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 this period. This leave is not to be cumulative.

22:10 Paid Special Leave

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

22:11 Family Leave

With the approval of the Town Clerk an employee may be granted a leave of absence with pay to attend family emergencies for a period not exceeding three (3) days in any calendar year.

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES

23:01 * Availability of Salary Cheques

It is agreed that the Employer shall continue to pay salaries every week.

- (a) Employees are required to submit overtime reports at the end of each month to the Town Clerk.
- (b) Overtime is to be paid at the request of the employee.
- (c) The maximum amount of overtime that may be banked is one hundred (100) hours. Any hours accrued and exceeding the maximum bank must be paid to the employee upon submission of an overtime report.
- (d) All outstanding overtime must be paid at the end of the calendar year with the exception of hours accrued during December, which may be carried forward to the following calendar year.

23:02 Pay on Temporary Transfer

- (a) An employee required by the Town Clerk 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 his/her 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.

23:03 Vacation Pay

Subject to Clause 19:07 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.

23:04 * Travel on Employer's Business

- (a) Payment for the use of the employee's private vehicle on the Employer's business is limited to the mileage rate of (\$0.59) per kilometre. The Employer assumes no liability for damages or other expenses arising out of the use of the employee's vehicle.
- (b) Employees required to travel on Employer's business shall be paid a maximum of fifty dollars (\$50.00) per day (Breakfast - \$10; Lunch - \$15; and Dinner - \$25) for meals inclusive of taxes and gratuities. For travel on the Employer business for less than one (1) day, the appropriate meal allowance shall apply.

23:05 Salaries

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

ARTICLE 24 PERSONAL LOSS

24:01 Subject to Clauses 23:02 and 23:03 where an employee, in the performance of his/her duty, suffers any personal loss and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for any loss suffered up to one hundred dollars (\$100.00).

24:02 All incidents of loss suffered by an employee shall be reported in writing by the employee within one (1) day of the incident to the Town Clerk.

24:03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession during the normal performance of his/her duty.

ARTICLE 25 STRIKES AND LOCKOUTS

25:01 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 26 TERMINATION OF EMPLOYMENT

26:01 * Employees shall give the Employer notice of their intention to terminate their employment in accordance with the Labour Standards Act.

For employment from three (3) months to two (2) years, one (1) week's written notice is required to be given by either party. After two (2) years but less than five (5) years employment, two (2) weeks written notice is required.

For employment after five (5) years but less than ten (10) years, three (3) weeks written notice is required. After ten (10) years, but less than fifteen (15) years, four (4) weeks written notice is mandatory. After

fifteen (15) years, a minimum six (6) weeks written notice must be given by either party.

- 26:02 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.
- 26:03 The period of notice may be reduced or eliminated by mutual agreement.
- 26:04 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 service provided, however, that any indebtedness to the Employer may be deducted from such payment.
- 26:05 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 fourteen (14) calendar days' notice in writing of such termination or layoff.

ARTICLE 27 EMPLOYEE BENEFITS

27:01 Workers' Compensation

All employees shall be covered by the Workers' Compensation Act. An employee prevented from performing his/her 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 his/her 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 his/her 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.

27:02 * Protective Clothing

- (a) The Employer shall issue an annual clothing allowance of five hundred dollars (\$500.00). The employee will be responsible for purchasing the following required working clothing using the allowance and providing proof of purchase to the Employer.
- (i) Coveralls
 - (ii) Insulated Coveralls
 - (iii) Safety Boots
 - (iv) Steel Toe Rubber Safety Boots
- (b) In addition to the annual clothing allowance, the Employer will provide:

- (i) Gloves - leather palm gloves and rubber work gloves
- (ii) Safety glasses
- (iii) Hard Hat
- (iv) Safety Vest
- (v) Other safety equipment as required

ARTICLE 28 TECHNOLOGICAL CHANGE

28:01 Advance Notice

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

28:02 Consultation

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

28:03 Training Benefits

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

28:04 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 his/her regular salary unless such employee has refused, without giving reasons acceptable to the Council, to avail of training in accordance with Clause 27:03.

28:05 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 29 * GROUP INSURANCE

29:01 * The Employer in consultation with the Union shall provide a Group Health and Dental Insurance Plan for all employees. The Employer will pay one hundred percent (100%) of the premium.

ARTICLE 30 PENSION PLAN

30:01 * The Employer agrees to implement a Defined Contribution Pension Plan which will be on a 50/50 matching plan with the Employer to an established maximum. Contributions will be at three percent (3%) for each party.

ARTICLE 31 EFFECT OF LEGISLATION

31:01 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 32 JOB SECURITY

32:01 Contracting Out

The Employer agrees that there will be no contracting out of bargaining unit work except in the case of an emergency or when employees are unavailable or unable to perform the work.

32:02 Job Security

In the event that the Council agrees that the Town of Bay Bulls 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.

32:03 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 33 JOB CLASSIFICATION

33:01 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.

33:02 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.

33:03 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 34 DURATION

34:01 * This Agreement shall be effective from January 1, 2022, and shall remain in full force and effect until December 31, 2025, or until a new Collective Agreement is signed by the parties, whichever is the latter.

34:02 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.

34:03 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.

34:04

Amendment by Mutual Consent

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 shall form part of this Agreement.

APPENDIX "A" - SALARIES *

January 1, 2022	3%
January 1, 2023	3%
January 1, 2024	3%
January 1, 2025	3%

<u>Classification</u>	<u>Jan. 1, 2021</u>	<u>Jan. 1, 2022</u>	<u>Jan. 1, 2023</u>	<u>Jan. 1, 2024</u>	<u>Jan. 1, 2025</u>
Maintenance Worker	\$22.70	\$23.38	\$24.08	\$24.80	\$25.55
Assistant Town Clerk	\$23.34	\$24.04	\$24.76	\$25.50	\$26.27
Administrative Assistant	\$16.00	\$16.48	\$16.97	\$17.48	\$18.01

MEMORANDUM OF UNDERSTANDING

RE: Gary O'Driscoll

The employer commits to pay severance to Mr. Gary O'Driscoll upon his retirement. He has been an employee with the Town of Bay Bulls and has more than ten (10) years of continuous service. He is entitled to be paid on his retirement, resignation, termination (except for just cause) or on the expiration of recall rights, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his weekly salary to a maximum of twenty (20) weeks.

The employee will not be contributing to a Pension Plan and thus, Article 29 – Pension Plan does not apply.

In accordance with the Termination of Employment, the employee will provide a minimum of six (6) weeks written notice to the Employer with respect to when he plans to retire.

SIGNED ON BEHALF OF
THE BAY BULLS TOWN COUNCIL

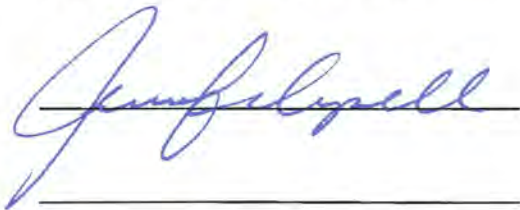


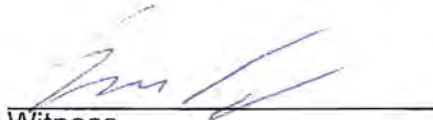
SIGNED ON BEHALF OF THE
NEWFOUNDLAND & LABRADOR
ASSOCIATION OF PUBLIC EMPLOYEES




IN WITNESS WHEREOF the parties hereto have executed this Agreement this 23rd day of FEBRUARY, 2022.


SIGNED ON BEHALF OF THE BAY BULLS TOWN COUNCIL in the presence of the witness hereto subscribing:

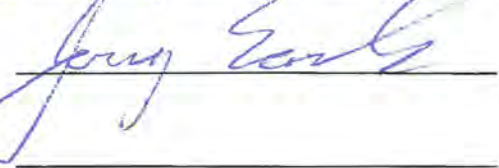




_____ Witness

SIGNED ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES in the presence of the witness hereto subscribing:








_____ Witness