

COLLECTIVE AGREEMENT

between

BURIN TOWN COUNCIL

and

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES

May 1, 2022 - April 30, 2026

THIS AGREEMENT made this ______ Two Thousand and Twenty-Two;

31 day of October

_, Anno Domini,

BETWEEN:

BURIN TOWN COUNCIL

of the one part;

AND

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

of the other part;

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

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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 rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be referred to the Grievance and Arbitration Procedures for determination.

ARTICLE 3 DEFINITIONS

- 3:01 For the purpose of these conditions:
 - (a) "Day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of they/their position other than:
 - a designated holiday;
 - a calendar day on which an employee is on leave of absence.
 - (b) "Day" means a working day unless otherwise noted in this Agreement.
 - (c) "Holiday" means a twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday.

- (d) "Layoff" means the termination of employment of an employee because of lack of work or abolition of a position.
- (e) "Leave of absence" means absence from scheduled duty with the permission of the Town Manager or they/their designate.
- (f) "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.
- (g) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (h) "Overtime" means work performed by an employee in excess of they/their scheduled work day or work week.
- "Permanent Employee" means a person who has completed they/their probationary period and is employed on a full time basis without reference to any specified date of termination of service.
- (j) "Probationary employee" means an employee who is employed on a full time basis but who has worked less than the prescribed probationary period.
- (k) "Standby" means any period of time during which an employee is required to be available for recall to work.
- (I) "Temporary Employee" means a person who is employed for a specific period or for the purpose of performing certain specified work and who may be laid off at the end of such period or upon completion of such work.
- (m) "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.
- (n) "Employee" or "Employees" where used, is a collective term except as otherwise provided in the categories of employment contained in the bargaining unit.
- (o) "Discrimination" means the subordination of groups or individuals resulting from a distinction, preference, restriction or exclusion that

is based on improper grounds and may involve unequal treatment or may result from the differential impact of a neutral policy or practice.

- (p) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 4.
- (q) "Probationary period" means a period of five (5) months of full time employment from date of hire or its equivalency of 758 hours.
- (r) "Promotion" means an action which causes the movement of an employee from they/their existing classification to a classification within the bargaining unit given a higher rate of pay.
- (s) "Temporary assignment" occurs when the Employer assigns the employee to a position which is paid a higher rate of salary than the employee's regular position.
- "Termination" means the final severance of employment of an employee.
- (u) "Transfer" means the movement of an employee from one position to another which does not result in a promotion or demotion.
- "Union" means the Newfoundland and Labrador Association of Public and Private Employees with headquarters in St. John's, Newfoundland.
- (w) "Year" means a period extending from the first day of January in one year to the thirty-first day of December of the same year.
- (x) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes period of special leave.
- (y) "Vacancy" means an opening in a permanent or temporary position in respect of which there is no employee eligible for recall.

ARTICLE 4 RECOGNITION

4:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees listed in Schedule "A". 4:02 Should the parties be unable to agree on the inclusion or exclusion of new classifications, the matter shall be referred to the Labour Relations Board for adjudication.

4:03 Work of the Bargaining Unit

Persons who are not employed in a position in the bargaining unit shall not work in positions which are included in the bargaining unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not available.

4:04 No Discrimination

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, or assignment of work.

4:05 No Other Agreement

No employee shall be permitted or required to make written or verbal agreement with the employer or they/their representative which may conflict with the terms of this Agreement.

4:06 Shop Stewards

In the interest of maintaining a harmonious relationship between the Employer, 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, investigating, preparing and presenting grievances on behalf of employees, carrying out assigned Safety Committee responsibilities and attending management meetings when requested, it is hoped that Shop Stewards will encourage and protect a proper Employer/Employee relationship in the workplace.

The Shop Steward(s) shall obtain permission from they/their immediate Supervisor before leaving they/their work to perform duties of Shop Steward. Such time off shall not be unreasonably withheld.

4:07 Bulletin Boards

The Union shall have the right to post its notices upon the Employer's bulletin boards. The use of such facilities shall be restricted to the business affairs of the Union.

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 representatives shall have access to the Employer's premises in order to provide the required assistance.
- (b) Permission to hold meetings on the premises shall in each case be obtained from the Employer and such meetings shall not interfere with the operations of the Employer.

ARTICLE 5 UNION SECURITY

5:01 All current employees within the bargaining unit and all new employees in the bargaining unit shall, as a condition of employment, become and remain members of the Union.

5:02 All new employees will be informed of they/their:

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment.
- 5:03 All new employees will be provided with a list of the name of they/their Shop Steward and will be introduced to they/their Shop Steward if available and be given a copy of the Collective Agreement. Such copies to be provided by the Union.

ARTICLE 6 CHECK-OFF

- 6:01 The Employer shall deduct from the salary or wages of all employees within the bargaining unit the amount of membership dues and forward same monthly to the Union accompanied by a list of employees showing:
 - (a) The contribution of each;
 - (b) the employee's full name, classification and social insurance number; and
 - (c) changes from previous list, e.g. additions, deletions, employee status, layoff, resigned, promoted outside the bargaining unit, etc.
- 6:02 The Employer agrees that when issuing T-4 statements, the amount of

membership dues paid by an employee to the Union during the current year will be recorded on they/their T-4 statement.

6:03 The Union shall inform the Employer, in writing, of the authorized deductions to be made. The Union and the employees agree that the Employer shall not be held liable by reason of the Employer's reliance upon the Union's instructions re dues check-off.

ARTICLE 7 GRIEVANCE PROCEDURE

7:01 Definition of Grievance

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

7:02 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 Stewards to assist any employee in preparing and presenting they/their grievance in accordance with the Grievance Procedure.

7:03 Shop Stewards

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

7:04 Name of Stewards

The Union shall notify the Employer, in writing, of the name of the Shop Steward before the Employer shall be required to recognize they/their.

7:05 Processing of Grievances

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

7:06 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 five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance, submit they/their grievance to the Shop Steward.

Step 2

If the Shop Steward considers the grievance to be justified, the employee together with the Steward, may within five (5) days following receipt of the grievance by the Shop Steward, submit the grievance, in writing, to the immediate Supervisor, stating the Article of the Agreement allegedly violated and the remedy. The Supervisor shall within a further five (5) days give they/their decision in writing.

Step 3

Failing settlement at Step 2 the employee with the Steward, may within five (5) days of receiving the reply at Step 2, submit the grievance, in writing, to the Town Manager who shall give the response in writing within five (5) days.

Step 4

Failing settlement at Step 3, this matter shall be referred to the Council who shall establish a Committee to investigate the grievance. This Committee shall be comprised of an equal number of Employer and Union representatives. The Union shall appoint its two (2) representatives to the Committee. One of the Employer's representatives shall chair the meeting(s). The Committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing within ten (10) days of the receipt of the grievance. The Committee shall consist of the joint decision of the Committee where the Committee members agree to a solution. If the matter is not mutually resolved by the Committee, then the Employer's representatives will send their position, along with a brief summary of the Committee's deliberations, to the grievor with a copy being sent to the Union.

Step 5

Failing settlement at Step 4, this matter may, within ten (10) days of receipt of the decision of the Committee, be referred to arbitration.

7:07 Notwithstanding any other provisions of this Article, time limits fixed by this Article shall be considered mandatory. Failure to meet time limits by the Union, the grievance will be lost. Failure to meet time limits by the Employer, the grievance shall be deemed to be upheld and the redress sought implemented. 7:08 Union May Institute a 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 such a manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

7:09 Policy Grievance

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

7:10 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meetings provided it can be accommodated on the Employer's premises.

7:11 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.

7:12 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Article 30 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

- 7:13 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to submit their grievance through the Shop Steward under Article 7, Grievance Procedure, in the first instance at Step 3 of Clause 7:06.
- 7:14 Failure to Settle Grievance
 - (a) Where the Grievance Procedure has failed to settle the grievance and the grievance has been referred to arbitration and when the parties mutually agree, the grievance may be submitted to the grievance mediation process of the Department of Environment and Labour.
 - (b) Where a grievance is submitted to mediation, such submission shall not in any way affect the time limits or any other provision of the Arbitration Procedure

ARTICLE 8 ARBITRATION

8:01 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 Arbitrator in the dispute.

8:02 Failure to Agree

If the parties fail within ten (10) working days to agree on an acceptable Arbitrator, either party may request the Minister of Employment and Labour Relations to appoint an Arbitrator.

8:03 Arbitration

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

8:04 Decision of the Arbitrator

The decision of the Arbitrator shall be enforceable on both parties. The Arbitrator shall not have the power to change this agreement or to later modify or amend any of its provisions. The Arbitrator shall, however, have the power to dispose of a grievance by any arrangement which they deems just and equitable and which is normally acceptable in arbitral jurisprudence.

8:05 Disagreement on Decision

Should the parties disagree as to the manner of the Arbitrator's decision either party may apply to the Arbitrator to clarify the decision which they/them shall do within ten (10) days

8:06 Expense of the Arbitrator

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

8:07 <u>Amending of Time Limits</u>

The time limits fixed in both the Grievance and Arbitration Procedures of

this Agreement are mandatory, however, they may be amended by mutual consent of the parties.

8:08 <u>Witnesses</u>

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

8:09 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 had within a period of six (6) months preceding the date of they/their 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.
- 8:10 Notwithstanding the provisions of Clause 8:01, the Employer or Union may, for any given arbitration, request the appointment of a Board rather than a sole Arbitrator. A Board will be appointed only where the parties agree.

ARTICLE 9 LABOUR MANAGEMENT COMMITTEE

9:01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified, in writing, as to the names of the Union representatives selected.

9:02 Function of Committee

The Committee shall concern itself with the following general matters:
 (a) promoting safety and sanitary procedures;

- (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 may affect the

relationship which are not properly the subject matter of a grievance or negotiations.

9:03 Meetings of Committee

The Committee shall meet within two (2) weeks of a request from either side at a mutually agreed time and place. Any such meetings may be cancelled or rescheduled by mutual agreement. Employees should not suffer any loss of pay for time spent attending Committee meetings.

9:04 Chairperson of the Meeting

The meetings of the Committee shall be alternately chaired by the Employer's representative and the employee's representative. Likewise, the Vice Chairperson shall alternate from meeting to meeting.

9:05 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 four (4) copies of the minutes within three (3) days following the meeting.

9:06 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 discussion. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 ABSENCE FROM WORK DUE TO WEATHER CONDITIONS

- 10:01 When weather conditions are adverse it is necessary that all employees report for work as scheduled or as called.
- 10:02 When an employee, through no fault of they/their own, is unable to report to work because of a declared state of emergency, except for snow clearing, such employees shall suffer no loss of pay or other benefits, nor shall they/them be required to make up in any way for time lost due to not reporting for work.

ARTICLE 11 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

11:01 (a) Probationary Period

The probationary period means a period of five (5) months of full time employment from the date of hire or its equivalency of 758 hours.

(b) Discharge Procedure

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 such discipline. Such written notification to state the reason for discipline, discharge or suspension. If this procedure is not followed, the discipline shall be null and void.

Any employee to be given discipline shall be given such discipline within ten (10) days of the Employer becoming aware of the incident.

(c) Termination of Probationary Employee

The termination of a probationary employee for reasons of unsuitability or incompetence as assessed by the Employer is not subject to the Grievance or Arbitration Procedure.

- (d) Notwithstanding Clause 11:01 (c), the Employer shall give probationary employees the reason for termination if terminated during the probationary period.
- 11:02 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 they/their former position without loss of seniority and shall be compensated for all time lost in an amount equal to they/their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

11:03 (a) 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 they/their work up to a required standard by a given day, the employer shall within five (5) days of the incident, give written particulars of such censure to the employee involved. If this procedure is not followed, such written censure shall not become part of their record for use against them at any time.

- (b) The Employer shall give warnings only on a fair and equitable basis.
- (c) Where an employee is required to attend a meeting with the Employer which concerns an oral reprimand or which precedes a written warning, the Employer shall advise the employee that they/them has a right to be accompanied by a Shop Steward.

11:04 Personal Files

- (a) 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 they/their personal file and may be accompanied by a representative of the Union. Such files shall not be removed from the Employer's Office.
- (b) A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy. If the employee refuses to sign any such document, the Supervisor who is placing the document in the employee's personal file shall note this on the file copy and sign such a note. A copy will be sent to the employee by registered mail.

11:05 Adverse Report

The Employer shall notify an employee, in writing, of any dissatisfaction concerning they/their 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 a part of their record for use against them at any time. The employee's written reply to such notification of dissatisfaction shall become part of their record. Any reprimand or warning given in writing and becoming part of an employee's personal file shall be removed and destroyed after twelve (12) months have elapsed. (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 reprimands, warnings, etc., will be removed as agreed to under this Article. An employee who has been granted access to they/their file and comes upon such a document has the right to require the Employer to have it removed.)

ARTICLE 12 SENIORITY

12:01 Seniority is defined as length of service with the Employer excluding overtime and shall date from the most recent date of hire. Seniority shall operate on a bargaining unit wide basis.

12:02 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 by January 31st of each year.

12:03 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.

12:04 Loss of Seniority/Termination

An employee shall lose they/their seniority and will be considered terminated in the event that:

- they/them is discharged for just cause and is not re-instated by an Arbitrator or under the Grievance Procedure;
- (b) they/them resigns in writing;
- they/them is absent from work in excess of five (5) working days without the approval of the Town Manager or without sufficient cause;
- (d) they/them fails to return to work five (5) 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 they/their current address. An employee who is recalled for casual work or employment at a time when they/them has employment which will continue for a greater duration than the recall period shall not lose they/their recall rights for refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of

notice of recall, the employee shall, within three (3) working days, notify the Town Manager, whether or not they/them shall return to work;

(e) they/them is laid off or on leave without pay for a period longer than twenty-four (24) months for permanent employees and twelve (12) months for temporary employees.

12:05 Seniority Outside the Bargaining Unit

- (a) No employee shall be temporarily assigned or promoted to a position outside the bargaining unit without they/their consent. If an employee is temporarily assigned or promoted to a position outside the bargaining unit, they/them shall retain seniority accumulated up to the date of the temporary assignment or promotion outside the bargaining unit, but will not accumulate any further seniority while outside the bargaining unit.
- (b) An employee who is temporarily assigned or promoted outside the bargaining unit may return to they/their regular position, subject to giving the Employer two (2) weeks' notice.
- (c) An employee who accepts a permanent position with this Employer outside the bargaining unit shall lose all seniority in the bargaining unit.

ARTICLE 13 PROMOTIONS AND STAFF CHANGES

13:01 Job Postings

When a vacancy occurs or a new position is created inside 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 Secretary.

13:02 Information on Postings

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 ranges. 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".

13:03 Procedure for Filling Vacancies

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

13:04 Role of Seniority

When a vacancy occurs within the bargaining unit or when a new position is created within the bargaining unit, employees possessing superior skill, ability and qualifications shall be given preference for promotion or transfer. If skill, ability and qualifications are judged by the Employer to be equal, the applicant with seniority will be given preference. The Employer's judgement will not be made in an arbitrary manner.

13:05 Trial Period

The successful applicant shall assume they/their new duties on a trial basis for five (5) months. The Employer shall confirm the employee's appointment after the trial period of five (5) 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, they/them shall be returned to they/their former position, wage or salary rate without loss of seniority. Likewise, any other employee transferred because of the successful applicant's promotion shall be returned to they/their former position, so they their former position, wage or salary rate, without loss of seniority.

13:06 Notification of Successful Applicant

The successful applicant shall, within seven (7) days of the date of appointment, be notified in writing. The Employer shall post same in an appropriate place.

13:07 Incapacitated Worker Provision

- (a) An employee who has become incapacitated by injury, illness, or age, such that they/them cannot perform the duties of they/their position, will be employed in another position which they/them is able to perform the work required, providing a suitable position is available and provided that the employee being displaced is less senior. The rate for the new position will apply.
- (b) An employee who is displaced as a result of this Clause shall have the right to displace a less senior employee, provided they are able to perform the work required. The rate for the new position will apply.

ARTICLE 14 LAYOFF AND RECALL

14:01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority in the classification affected by the layoff provided that those employees being retained are qualified to perform the work required. A laid off employee shall have the right to bump a junior employee in the bargaining unit provided that employee is qualified to perform the work required.

14:02 Recall Procedure

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

14:03 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.

14:04

(a) Except where legislation is more favorable to an employee, the Employer shall notify full time permanent employees who are to be laid of no less than thirty (30) days prior to the effective date of the layoff, provided that such employees are not hired for a specified time period. If, through no fault of they/their own, the employee has not had the opportunity to work the days of notice as provided in this Clause, they/them shall be paid wages or salary, exclusive of overtime, that they/them would have earned during the notice period.

(b) Except where legislation is more favorable to an employee, the Employer shall notify temporary employees who are to be laid of no less than fifteen (15) days prior to the effective date of the layoff, provided that such employees are not hired for a specified time period. If, through no fault of they/their own, the employee has not had the opportunity to work the days of notice as provided in this Clause, they/them shall be paid wages or salary, exclusive of overtime, that they/them would have earned during the notice period.

ARTICLE 15 HOURS OF WORK

- 15:01 The normal hours of work for the Office Staff shall be from 8:30 a.m. to 4:30 p.m. with one (1) hour for lunch, Monday to Friday, inclusive, thirtyfive (35) hours.
- (a) The normal working hours for the Public Works Department shall be from 7:30 a.m. to 4:00 p.m. with one-half (½) hour for lunch Monday to Friday, inclusive, forty (40) hours. When the nature and location of the work dictates otherwise, the hours of work may be mutually agreed by the Employer and the majority of employees.
 - (b) Between the period of the first Monday in December and the last Friday in March the Employer may elect to implement a shift system for the Public Works Department provided the following conditions are met:
 - During the period in which a shift is implemented, employees will be paid forty-five cents (45¢) per hour in addition to their regular rate of pay.
 - (ii) There shall be at least sixteen hours between change of shifts unless otherwise agreed between the employee and the supervisor.
 - (iii) The rotation of shifts shall be carried out in a fair and equitable manner on a weekly basis.
 - (iv) The shift schedule shall be posted two weeks in advance and any schedule changes will require two weeks notice.
 - (v) The shift shall cover the period from Monday to Friday and will not include weekends.
 - (vi) There shall be no split shifts unless mutually agreed to by the Employer and the majority of employees in that classification.

15:03 Summer Hours

- (a) Summer hours for all employees shall be scheduled over a period of four (4) months from June 1st to September 30th.
- (b) Employees of the Public Works Department shall work from 7:30 a.m. to 4:00 p.m., inclusive of one-half (1/2) hour meal break.

- (c) Summer hours of work for Office Staff shall be from 8:00 a.m. to 4:00 p.m., inclusive of one (1) hour meal break
- 15:04 Each employee shall be entitled to a fifteen (15) minute break during the first and second half of they/their regular work day. Each employee shall be entitled to a similar break for each four (4) hours of overtime.

ARTICLE 16 OVERTIME

- 16:01 All time worked by an employee before or after they/their regular daily or weekly schedule shall be considered overtime.
- 16:02
- (a) All overtime is subject to the prior approval of the Town Manager or they/their designate.
- (b) An employee shall be compensated at a rate of time and one-half (1 1/2) for the first four (4) hours and double time (2) thereafter for all hours worked.
- 16:03 Overtime Rate for Saturday, Sunday and Statutory Holidays
 - (a) For work on Saturday, time and one-half (1 1/2) for the first eight (8) hours and double time (2) thereafter.
 - (b) For work on Sundays, double time (2) for all hours worked.
 - (c) On holidays listed in Article 19, eight (8) hours at the regular rate plus double time (2) for every hour worked.
- 16:04 Overtime shall be divided as equally as possible among employees provided they are qualified to perform the required work. When an employee refuses or cannot be reasonably contacted for overtime, the hours shall be considered as used by that employee.
- 16:05 Instead of cash payment of overtime, an employee may request to receive time off at the applicable overtime rate at a mutually agreed time between the employee and they/their Supervisor. The employee's request to receive time off must be conveyed to the Supervisor before the end of the pay period in which the overtime was worked. If there is no agreement within sixty (60) days, the employee will receive pay at the applicable overtime rate.
- 16:06 An employee required to work not less than three (3) hours beyond the normal scheduled shift shall be entitled to a meal allowance of thirteen (\$13.00) dollars.

ARTICLE 17 STANDBY

- 17:01 Subject to Clause 17:02 an employee required to perform standby duty shall be compensated as follows:
 - (a) An employee required to perform standby duty shall receive eight dollars (\$8) for each eight (8) hour shift.
 - (b) When standby is required on Saturday, Sunday or a statutory holiday, all employees shall receive twenty-four dollars (\$24) for each eight (8) hour shift.
 - (c) Standby duty shall be in units of eight (8) hours.
 - (d) If the Employer elects to implement a shift system in accordance with Clause 15:02 (b), there shall be two (2) persons on standby each Saturday and Sunday for the duration of any period during which the shift system is implemented. Employees on standby shall be available for work when called. The only exception being for emergencies or sickness.
 - (e) Employees who are not required to be on standby, but who report for work when called, shall receive the standby allowance in accordance with Articles 17 and 18 of this Agreement for the period worked. The allowance will be prorated for partial shifts worked following the initial eight hour shift.

17:02 Authorization of Standby

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

- 17:03 As fair as possible standby shall be shared equally among employees provided they are qualified to perform the same.
- 17:04 With prior approval of the Employer, standby duty can be switched between employees provided the change has no adverse effect on the operation.

17:05 * Live Sewers

(a) Employees required to work on live sewers shall receive a sewer premium of three (\$3.00) dollars per hour. (b) For the purpose of this Article, live sewer is defined as pumping sewers, snaking sewer lines, cleaning and repairing broken sewer lines and cleaning out manholes.

ARTICLE 18 CALLBACK

- 18:01 An employee who is called back to work outside they/their regular hours shall be paid at the applicable overtime rate or four (4) hours at regular rates, whichever is greater.
- 18:02 Return to Work Following Callback

In cases where employees are required to work on callback beyond 0200 hours and who have not had sufficient rest periods the employee will be entitled up to an eight (8) hour rest period without loss of pay.

ARTICLE 19 HOLIDAYS

- 19:01 * Employees who have completed thirty (30) days continuous service shall receive one (1) day paid leave for each of the fourteen (14) days 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) Burin Day
 - (j) Labour Day
 - (k) National Truth and Reconciliation Day
 - (I) Thanksgiving Day
 - (m) Armistice Day
 - One-half (½) day Christmas Eve (if required to work, straight time will apply)
 - One-half (½) day New Year's Eve (if required to work, straight time will apply)
 - (p) Christmas Day
 - (q) Boxing Day
 - (r) Any day proclaimed by the Town of Burin.

19:02 Qualification

To qualify for statutory holiday pay, the employee shall work they/their scheduled work day immediately preceding and succeeding the holiday unless they/them is absent by reason of annual vacation, sick leave with certification by a doctor, compassionate leave or any leave approved by the Employer.

19:03 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 rate in lieu of time off.

19:04 Paid Holidays During Leave

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

ARTICLE 20 ANNUAL VACATION

20:01	Employees shall be granted vacation on a prorated basis for years of service as follows:					
	 (a) less than one (1) year - four percent (4%); (b) One (1) to five (5) years - fifteen (15) days (6%); (c) five (5) to fifteen (15) years - twenty (20) days; (d) fifteen (15) to twenty-five (25) years - twenty-five (25) days; (e) more than twenty-five (25) years - thirty (30) days 					
20:02	If a statutory holiday occurs during an employee's vacation, they/them will be granted an additional day of vacation for each statutory holiday so occurring.					
20:03	An employee may carry forward to another year a portion of they/their annual vacation not used in the previous year to a maximum of ten (10) days.					
20:04	Annual leave shall not be taken except with the prior approval of the Employer. However, subject to the operational requirements of the Employer, the Town Manager shall make every reasonable effort to gran the employee they/their annual leave at a time requested by the					

employee.

- 20:05 Subject to the requirements of the Town Council, the Town Manager will make every reasonable effort not to recall an employee to duty after they/them has proceeded on annual leave.
- 20:06 In the case of an employee who is admitted to hospital while on annual leave, they/them may change the status of they/their leave to sick leave with effect from the date they/them was admitted to hospital.
- 20:07 An employee who becomes ill while on annual leave may change the status of they/their leave to sick leave, effective the date of notification to the Employer upon certification by a medical doctor.
- 20.08

(a) In accordance with Article 20.01, temporary employees upon employment shall be given the option with respect to annual leave as follows:

- Subject to 20.03, to carry over any unused annual leave which he may have to they/their credit at the end of they/their employment period; or
- (ii) To receive payment for annual leave on a regular basis throughout they/their employment period; or
- (iii) To receive payment for annual leave at the end of the employee's employment term.

The choice provided in accordance with Clause 20.08 must be made immediately upon employment. It shall be the Employer's responsibility to acquire the employee's choice in writing upon rehire.

- (b) Temporary employees who have been employed continuously for a period of one (1) year or more, may elect to take time off rather than receive payment in accordance with Clause 20.08.
- 20.09 When an employee is on annual leave, paid sick leave, workers' compensation benefits or group insurance plan benefits, they/them shall receive annual leave credits for the period of absence up to three (3) months on they/their return to work.

ARTICLE 21 SICK LEAVE DEFINED

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 An permanent employee is eligible to accumulate sick leave with full pay at the rate of one and one-quarter (1 1/4) days, temporary employee one (1), for each month of service to a maximum of one hundred and seventy-five (175) days.

21:03 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 ($\frac{1}{2}$) day shall not be deducted. Absence for one-half ($\frac{1}{2}$) day or more and less than a full day shall be deducted as one-half ($\frac{1}{2}$) day.

21:04 Proof of Illness

Excessive use of sick leave due to medically certified chronic illness shall not be considered abuse. Before receiving sick leave with full pay, the employee shall be required by the Employer to produce a medical certificate for an illness in excess of three (3) consecutive working days or after an aggregate of six (6) days in a calendar year, prorated for any partial year worked, certifying that they/them is unable to carry out they/their duties due to illness. A medical certificate may be requested by the Employer at any time in the case of suspected sick leave abuse.

21:05 When an employee is given paid vacation, sick leave, workers' compensation, or receiving benefits under the Group Insurance Plan, they/them shall receive on they/their return to work sick leave credit for the period of three (3) months. When an employee is laid off on account of lack of work for a period of less than twenty-four (24) months and returns to work upon expiration of such layoff, they/them shall not receive sick leave credit for the period of such absence, but shall retain they/their accumulative credit, if any, existing at the time of such layoff.

21:06 Extension of Sick Leave

(a) An employee with more than two (2) years of service who has exhausted they/their sick leave credits may be allowed, in the event of illness, in excess of fifteen (15) days, an extension of they/their sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon they/their return to duty with the Employer from they/their normal monthly accumulation.

(b) When an employee has used the maximum of sick leave which may be awarded to they/their in accordance with this Agreement, they/them may elect, if they/them is still unfit to return to duty, to proceed on annual leave, if they/them is eligible to receive such leave, and if not, on special leave without pay. Medical certificates shall be submitted as required by the Employer.

21:07 Sick Leave Records

In January of each year the Employer shall advise each employee of the amount of sick leave accrued to they/their credit and the number of days of sick leave taken by they/their up to and including the previous 31st. day of December.

21:08 Injury on Duty

An employee who is injured during working days 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 they/their regular rate of pay without deduction from sick leave

21:09 Sick Leave During Special Leave Without Pay

An employee on special leave without pay in excess of twenty (20) days in total in the calendar year shall not accumulate sick leave during such period of special leave without pay.

21:10 Sick Leave Credit for the 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 they/their service computed in full or one-half ($\frac{1}{2}$) days shall be deemed to have a month of service.

- 21:11 Employees shall continue to accumulate seniority for all periods of leave under this Article, providing that such leave does not exceed twelve (12) months.
- 21:12 Upon retirement or termination, employees shall be paid for unused sick leave to a maximum of five (5) days.

ARTICLE 22 LEAVE OF ABSENCE

22:01 Negotiation Pay Provision

Two (2) representatives of the Union who are elected to serve on negotiations shall do so without loss of wages, seniority or any benefits for the entire negotiation process, including conciliation or arbitration.

22:02 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits when required to leave they/their employment temporarily in connection with the Grievance or Arbitration Procedures.

22:03 Leave of Absence for Union Business

- (a) Upon written request by the Union to the Town Manager, 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 limit of a total of five (5) working days per year accumulated for the entire bargaining unit. On reasonable notice to the Town Manager, an additional five (5) days shall be granted without pay and without loss of seniority if the above number of days proves to be insufficient for such Union functions. Leave of absence without pay shall be granted to the Executive and/or Shop Steward to attend Executive and Committee meetings of the Union, its affiliated or chartered bodies.
- (b) Union functions shall include the Biennial Convention of the Newfoundland and Labrador Association of Public and Private Employees, the Component Convention of the Newfoundland and Labrador Association of Public and Private Employees, the Convention of the Newfoundland and Labrador Federation of Labour, the Conventions of the Canadian Labour Congress, the National Union of Public and General Employees, 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 Manager if requested and on reasonable notice.

22:04 Leave of Absence for Full Time Union Representative

An employee who is selected or 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 loss of seniority or accrued benefits for a period of one (1) year. Such leave shall be renewed each year, on request, during they/their term of office.

22:05 Bereavement Leave

- (a) In the case of the death of an employee's mother, father, brother, sister, child, stepchild, spouse, common-law spouse, legal guardian, grandparents, step-parents, grandchildren, mother and father-in-law, fiancé, son-in-law, daughter-in-law, brother-in-law, sister-in-law or nearest relative living in the same household, three (3) working days.
- (b) In the case of an employee's uncle, aunt, niece, nephew, time off to attend the funeral to a maximum of one (1) day.
- (c) Where burial occurs outside the Province, an employee shall be entitled to three (3) additional days to attend.

22:06 Special Leave

Special leave with or without pay may be granted at the discretion of the Town Manager.

22:07 Maternity/Adoption/Parental Leave

- (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery of the child and the employee shall be granted such leave in accordance with this Article.
- (b) An employee is entitled to a maximum of seventy-eight (78) weeks leave under this Article. However, an employee may apply for additional leave to a maximum of fifty-two (52) weeks under Clause 22:06, when the employee is unable to return to duty after the expiration of this leave.
 - (c) The employee shall resume they/their former position and salary upon return from maternity/adoption/parental leave, with no loss of accrued benefits.
 - (d) All periods of leave under Clause 22:07 shall count for seniority

purposes.

- (e) 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.
- (f) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy before commencing maternity leave or the birth of the child, whichever occurs first.
- (g) While on leave up to a maximum of seventy-eight (78) weeks granted in accordance with Clause 22:07, employees shall accumulate service for annual vacation, sick leave and severance pay purposes only (no retroactive application).
- (h) An employee who applies for a position in accordance with Clause 13:01 while on maternity/adoption/parental leave shall be considered for that job posting in accordance with the provision of Clause 13:04. If the employee on maternity/adoption/parental leave is successful, they/their trial period shall start upon they/their return to work.
- (i) Upon written request to the Employer from the employee who is on maternity/adoption/parental leave, job postings shall be forwarded to the employee.
- Employees on maternity/adoption/parental leave will have the option of continuing to pay their portion of the Group Insurance Plan premiums to any period of leave granted under this Clause. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premium.
- (k) Maternity/adoption/parental leave shall be defined as a period where an employee can demonstrate they/them was on leave related to the birth of a child or the adoption of a child.

22:08 Family Leave

*

- (a) The Employer may grant up to three (3) days leave with pay per year to:
- (i) attend to temporary care of sick family member;
- (ii) attend to the needs related to the birth of the employee's child;
- (iii) attend to the needs related to the adoption of a child;

- (iv) accompany a dependent family member to a medical appointment;
 - (v) attend meetings with school authorities; or
 - (vi) attend to the needs related to home or family emergencies.
- (b) In order for the employee to be considered for family leave, they/them shall make request in advance, and this request shall provide the Employer with as much notice as is reasonably possible.
- (c) A temporary employee shall be granted family leave if they/them reports to work following a recall and subsequently requires family leave during that period for which they/them was recalled.

22:09 Paid Jury or Court Witness

The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as juror or witness in any Court. Any renumeration the employee receives from the Courts will be over and above they/their pay and benefits from the Employer.

22:10 Education Leave

Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.

22:11 Extended Unpaid Leave

Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave, employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks.

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES

23:01 * Use of Personal Vehicle

Employees will be paid the prevailing Provincial Government kilometer rate. For short journeys, the employee will be compensated a minimum of eight dollars (\$8.00) in Burin and twenty-five dollars (\$25.00) to Marystown. Mail and banking will be completed at Manager's discretion.

23:02 Liability

Payment for the use of private vehicles on the Employer's business shall be limited to the amounts as specified herein. The Employer assumes no liability for damages or other expenses arising as a result of the use of private vehicles.

23:03 Pay Day

Employees shall receive their pay cheques at noon on Thursdays of each week for all hours worked the previous week.

23:04 Vacation Pay

With one (1) week's notice, employees taking vacation shall, if the employee so desires, receive all vacation pay at the pay day immediately prior to the commencement of vacation.

23:05 (a) Temporary Assignment

An employee required to fill a temporary position which is paid at 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. Temporary assignment for one-half day or less shall be paid at a minimum of four (4) hours' pay at the applicable rate of pay for the position filled.

- (b) Employees shall have the right to refuse temporary assignment.
- (c) Temporary assignment into positions of higher classifications shall be offered on the basis of seniority providing the person is qualified and able to do the job.

ARTICLE 24 STRIKES AND LOCKOUTS

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

ARTICLE 25 TERMINATION OF EMPLOYMENT

25:01 Notice of Termination

The employee shall give the Employer ten (10) calendar days' notice of they/their intention to terminate they/their employment.

25:02 Annual Leave Part of Notice

Annual leave shall not be used as part of the period of the stipulated notice referred to in this Article unless mutually agreed between the parties hereto.

25:03 Period of Notice Reduced

The period of notice may be reduced or eliminated by mutual agreement.

- 25:04 Upon termination of service, an employee shall receive pay for all they/their earned current and accrued leave not taken prior to the date of termination of they/their services provided, however, that any indebtedness to the Employer may be deducted from such payment.
- 25:05 The Employer shall give thirty (30) days notice, in writing, to full time permanent employees who are to be laid off or terminated.
- 25:06 In the event an employee terminates they/their employment without the required notice of ten (10) calendar days in accordance with Clause 25:01, Notice of Termination, the employee will automatically forfeit monies owed to a maximum of ten (10) days.

ARTICLE 26 EMPLOYEE BENEFITS

- 26:01 (a) The Employer agrees to maintain a Group RRSP with Sun Life or other carrier for the life of this Agreement.
 - (b) The Employer agrees to contribute the sum of twenty-five dollars (\$25.00) per week for all employees enrolled in the Group RRSP

with Sun Life or other carrier, provided that the employee matches those contributions, for the life of this Agreement.

- (c) Subject to negotiations with the Carrier, the Employer agrees to explore the possibility of including temporary employees for enrollment into the Group RRSP.
- (d) Upon termination for any reason, an employee shall be entitled to all the employee's and the Employer's contributions to the Group RRSP. However, the employee cannot access the Employer's contributions prior to termination of employment.
- (e) The Employer shall continue to contribute twenty dollars (\$20.00) per week for employees on LTD. provided that the employee matches those contributions, for the life of this Agreement.
- (a) All employees shall be covered by the Workers' Compensation Act. Should legislation change to reinstate the Employer's commitment to pay the difference between Workers' Compensation and net pay, then employees shall receive the benefit.
- (b) While in receipt of Workers' Compensation benefits, an employee shall continue to earn benefits of the Agreement ie sick leave and annual leave for a three (3) month period. Should government legislation be enacted that would give employees of the bargaining unit a greater benefit, then employees shall avail of the greater benefit.

Seniority shall accumulate for the duration of leave while an employee is on Workers' Compensation.

- 26:03 Employer shall provide lockers for all garage employees.
 - (a) The Employer shall pay the cost of any municipal administrative course which has received the prior approval of Council. If the employee fails to provide proof of registration and successful completion of the course approved, the employee will reimburse the Employer for all costs paid.
 - (b) The Employer may pay a pre-approved amount for any employee to attend other courses or conferences which has received the prior approval of Council.
 - Any employee who receives the Employer's prior approval and (d) attends the NLAMA Convention shall not suffer any loss of wages.

26:02

26:04

26:05 Group Insurance

- (a) The Group Insurance Plan presently in effect shall remain in effect during the term of this Agreement.
- * (b) The Employer will pay fifty-five percent (55%) of the premiums of the Group Insurance Plan and the employees will pay forty-five percent (45%). Such premiums to be paid for and by all employees eligible to the members of the Plan.
 - (c) A summary of the General Provisions and Benefits of the Plan shall be provided to each employee enrolled in the Plan.
 - (d) The Employer agrees to pay its share of the Group Insurance premiums on behalf of employees on maternity/adoption/parental leave, who choose to continue to pay their portion of the Group Insurance Plan premiums as per Clause 22:07 (j).
- 26:06 The Employer agrees to make available to the employees a Dental Plan. Furthermore, the Employer agrees to pay fifty percent (50%) of the premiums for any employee who enrolls in such a Dental Plan.

ARTICLE 27 CONTRACTING OUT

27:01 The Employer shall not contract out the work of the bargaining unit in such a manner as to cause loss of employment to current members of the bargaining unit. The Union agrees that past practice as it pertains to the contracting out of domestic garbage will continue.

ARTICLE 28 TECHNOLOGICAL CHANGE

28:01 Advance Notice

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

28:02 Consultation

Meetings will be arranged between the Town Council and the Union within sixty (60) 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.

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, the training shall be provided for employees affected. A reasonable period of time shall be allowed for employees taking such training. Where required, leave for such training shall be with pay.

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

28:04 No New Employees

No new employees(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 28:03.

ARTICLE 29 PROTECTIVE CLOTHING

29:01 The Employer shall pay two hundred and fifty dollars (\$250.00) per year and provide one (1) pair of coveralls per year. Additional coveralls issued upon approval of the Employer. Rubber clothing, rubber boots, rubber gloves, work gloves and safety helmets shall be provided as needed.

> The Employer shall pay this allowance on a pro-rated basis to each parttime and temporary active public work staff employee for the life of this Contract.

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 duration of Agreement, may be amended by mutual consent, in writing, and such amendment shall form part of this Agreement.

ARTICLE 31 SEVERANCE PAY

- 31:01 (a) An employee who has ten (10) or more years of continuous service in the employment of the Employer after May 1, 1995, is entitled to be paid upon termination severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by they/their regular weekly salary to a maximum of twelve (12) weeks' pay.
 - (b) Any severance pay entitlement of a deceased employee shall be paid to the employee's estate.
 - (c) An employee's continuous service shall not be deemed to be broken when on approved leave or on temporary layoff for less than one (1) year.
 - (d) Time spent on approved leave shall not be considered as years of continuous employment in the computation of entitlement to severance pay, unless otherwise stipulated in the provisions of this Agreement.

ARTICLE 32 JOB SECURITY, SUCCESSOR RIGHTS

- 32:01 In the event the Council, or any representatives of the Employer, agree that the municipality of Burin is to be disbanded, placed under jurisdiction of some other municipality or to be part of a Regional Government/Council, it is agreed that the Employer will make every effort to protect the jobs of all members of the bargaining unit. In the event employees are to be laid off as a result of the above actions, the employees will be given thirty (30) days' notice of layoff or pay in lieu of notice.
- 32:02 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to endeavour that:
 - employees shall be credited with all seniority rights with the new Employer;

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

ARTICLE 33 JOB CLASSIFICATION

- 33:01 After consulting with the Union and the employees, the Employer will, during the life of this Agreement, draw up job descriptions for all positions in the bargaining unit.
- 33:02 The consultation process will begin no later than sixty (60) days after the signing of the Agreement and shall be completed within a further sixty (60) days.
- 33:03 Copies of the final job description will be supplied to the Union.

ARTICLE 34 PAST PRACTICE

34:01 This is the entire Agreement between the parties and supersedes all previous Agreements and practices.

ARTICLE 35 DURATION

35:01 * Except as otherwise provided in this Agreement, this Agreement shall be effective May 1, 2022 to April 30, 2026, both dates inclusive.

35:02 Notice to Negotiate

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

expiration.

35:03 Provisions of this Agreement shall remain in effect during negotiations for a new or revised Agreement.

ARTICLE 36 RETROACTIVITY

36:01 * The monetary provisions of the Collective Agreement shall be retroactive to May 1, 2022.

		Current	Year 1 3%	Year 2 2%	Year 3 3%	Year 4 2%
Maintenance	Step 1	22.06	22.72	23.18	23.87	24.35
	Step 2	24.52	25.26	25.76	26.53	27.06
Maintenance/Operator	Step 1	25.15	25.90	26.42	27.22	27.76
	Step 2	27.97	28.81	29.39	30.27	30.87
Maintenance/Mechanic	Step 1	25.76	26.53	27.06	27.88	28.43
Operator	Step 2	28.85	29.72	30.31	31.22	31.84
Labourer	Step 1	18.13	18.67	19.05	19.62	20.01
	Step 2	20.31	20.92	21.34	21.98	22.42
Customer Services	Step 1	22.06	22.72	23.18	23.87	24.35
Representative	Step 2	24.52	25.26	25.76	26.53	27.06
Administrative Assistant	Step 1	23.69	24.40	24.89	25.64	26.15
	Step 2	26.34	27.13	27.67	28.50	29.07

* APPENDIX "A"

Customer Services Representative be hired on a casual basis upon Beatrice Abbott's retirement.

The employee who is required by the Town Manager to perform Lead Hand duties of the Director of Public Works during they/their absence shall be paid an additional three dollars (\$3.00) per hour for the time required to perform the tasks.

The Office Staff employee who is required by the Town Manager to perform specified duties of the Town Clerk during her absence shall be paid an additional three dollars (\$3.00) per hour for the time required to perform the tasks.

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LETTER OF INTENT

(first issued) December 10, 1993

(reissued) November 15, 2018

Mr. Frank Pittman Employee Relations Officer Newfoundland Association of Public Employees P. O. Box 1085 St. John's NL A1C 5M5

Dear Mr. Pittman:

This letter outlines the understanding reached between NAPE and the Burin Town Council during negotiations for a new Collective Agreement.

In the event of a layoff, remaining senior employees in the bargaining unit will perform the remaining work provided no employees are hired or reassigned to perform the work of the senior employee who is reassigned to perform the duties of the laid off employee.

The employer shall not be required to give notice of layoff of 15 days as per Clause 14:04 when employees are recalled for periods of five (5) continuous or less work days. In such circumstances no notice is required, however, recalls must specify the duration of the recall and no recall shall be for less than one (1) full day. The employee shall be paid for the full period of the specified recall.

When employees are recalled for five or less work days the employer shall specify the work to be performed and the recalled employee shall not perform other work except in the case of emergency.

A recalled employee may be assigned to other than the specified work for a maximum of one (1) hour per day.

Yours truly,

Kevin Lundrigan

MAYOR - TOWN OF BURIN

LETTER OF INTENT

For the purpose of the Collective Agreement and pending further notice from the Town, where there is a reference to the "Town Manager or they/their designate", the Works Superintendent shall be deemed to be the designate of the Town Manager for the Public Works Department in relation to the following classifications:

Maintenance Maintenance/Operator Maintenance/Mechanic/Operator Labourer

On behalf of Newfoundland and Labrador Association of Public and Private Employees

On behalf of the Burin Town Cour

Oct 31/201 Date

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LETTER OF INTENT

(first issued) December 10, 1993

(reissued) November 15, 2018

Mr. Frank Pittman Employee Relations Officer Newfoundland and Labrador Association of Public and Private Employees 330 Portugal Cove Place St. John's NF

Dear Mr. Pittman:

This letter outlines the understanding reached between NAPE and the Burin Town Council during negotiations for a new Collective Agreement.

Where the term Town Manager is used, it is to be the Senior Management position as designated by the Employer.

Yours truly,

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Kevin Lundrigan / MAYOR - TOWN OF BURIN

IN WITNESS WHEREOF the parties have executed this Agreement this 3^{\prime} day of 3^{\prime} , 2022.

SIGNED ON BEHALF OF THE BURIN TOWN COUNCIL:

orgina Peach Witness

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

eorgina Peach Witness