



COLLECTIVE AGREEMENT

BETWEEN

CARMANVILLE TOWN COUNCIL

AND

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

MARCH 1, 2022 - FEBRUARY 28, 2025

THIS AGREEMENT made this 24th day of April

Anno Domini, Two Thousand and Twenty Two.

BETWEEN:

CARMANVILLE TOWN COUNCIL

of the one part;

AND

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

of the other part;

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

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ARTICLE 1 PURPOSE OF AGREEMENT

1:01 The intention of this Agreement is to promote and maintain harmonious relations and close co-operation between the Council and its employees. It is understood by both parties that their objective is the protection of the best interest of the Council and its employees. Both parties will abide by this Agreement, it being their purpose to settle all differences without disturbance of industrial peace.

ARTICLE 2 RECOGNITION

2:01 The Council recognizes the Newfoundland and Labrador Association of Public and Private Employees as the sole and exclusive bargaining agent for all employees of the council as outlined in the Certification Order.

2:02 No Town employee shall be required or permitted to make any written or verbal agreement with Council or its representatives which may conflict with the terms of the Collective Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

3:01 All functions, rights, powers and authority which are not specifically abridged, delegated or modified by this agreement are recognized by the Union as being retained by the Employer.

ARTICLE 4 INTERPRETATION

4:01 * In this Agreement the following words and expressions shall have the meanings hereinafter assigned to them:

- (a) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 2.
- (b) "Classification" means the identification of a position by reference to a class title and pay range number.
- (c) "Council" is the Council of the Town of Carmanville.
- (d) "Council Representative", unless otherwise specifically defined, shall mean the Town Manager or such other person or persons appointed by the Council.
- (e) "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) a designated holiday
- (ii) a calendar day on which the employee is on leave of absence.

- (f) "Day" means a working day unless otherwise noted.
- (g) "Employee" or "employees" means any person employed in a position which falls within the Bargaining Unit.
- (h) "Employer" means the Town of Carmanville as represented by Council.
- (i) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designed as a holiday.
- (j) "Layoff" means the termination of employment of an employee because of a lack of work or the abolition of a post.
- (k) "Leave of absence" means absence from duty with the permission of the Employer.
- (l) "Month of service" means a calendar month in which an employee is in receipt of salary or wages for the prescribed number of working hours in the month or a month in which the employee is on layoff or approved leave of absence.
- (m) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (n) "Overtime" means work performed by an employee in excess of his/her scheduled work day or work week.
- (o) "Part-time employee" means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- (p) "Permanent employee" means a person who has completed his/her probationary period and is employed on a full time basis without reference to any specific date of termination of service.
- (q) "Probationary employee" means any employee who is serving the established probationary period outlined in this Agreement.

- (r) "Schedule" means in writing and posted in accessible place to all employees.
- (s) "Service" means any period of employment either before or after the signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods in which an employee is on layoff or approved leave of absence.
- (t) "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.
- (u) "Temporary employee" means a person 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 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) "Termination" means the final severance of employment of an employee because:
 - (i) the employee resigns;
 - (ii) is dismissed for just cause and not re-instated;
 - (iii) The employee is laid off for a period longer than two (2) years.
- (w) "Union" means the Newfoundland and Labrador Association of Public and Private Employees with Headquarters in St. John's.
- (x) "Union Representative" shall mean any authorized Officer of the Local, any elected member to the Board of Directors and any full time employee of the Union.
- (y) "Vacancy" means an opening which is either permanent, part-time or of a temporary nature for more than one (1) week.
- (z) "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.
- (aa) "Year" means a calendar year.

ARTICLE 5 UNION SECURITY

- 5:01 (a) All present employees of Council within the bargaining unit, as a condition of employment, shall become and remain members in good standing of the Union. All future employees of the Council within the bargaining unit shall as a condition of employment, become members in good standing in the Union within thirty (30) days commencement of their employment with Council.
- (b) The Council agrees to deduct from the earned wages of all employees, who come within the scope of the bargaining unit, the monthly dues of the Union and to remit to the Union the full amount of such deductions on or before the tenth day of each month. A list of employees shall be submitted to the Union with each dues deduction showing name of all employees within the bargaining unit, the amount of deductions, and if no deduction, the reasons therefore. The Union will inform the Council, in writing, the amount of the Union dues.
- (c) The Council agrees there should be no discrimination, interference, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, sex or creed, national origin, residence, political or religious affiliation nor by reason of membership or legal activity in the Union.
- (d) The Council and its representatives agree that there shall be no discrimination, interference, or coercion exercised or practiced with respect to any person in the matter of hiring by reason of race, sex or creed, national origin, political or religious affiliation, nor by reason of membership or activity in the Union, provided that all other things being equal, preference in hiring shall be given to resident taxpayers of the Town of Carmanville.

ARTICLE 6 REPRESENTATION

- 6:01 The Council agrees to recognize the duly appointed Officers and Stewards from within the various departments of Council provided that each such Officer or Steward is a member of the bargaining unit.
- 6:02 The said Officers and Stewards will form the Union's permanent Grievance Committee and any member of that Committee may handle as a grievance any departure from, or misapplication of, the terms of this Agreement or any other matter, whenever and wherever the interest of any employee is directly or indirectly concerned.

6:03 No deduction shall be made from the pay of any Officer or Steward by reason of their being present at meetings with representatives of Council held during regular normal working hours.

6:04 The Union shall be empowered at any time to have the assistance of a representative from the Provincial Body of the Union when dealing or negotiating with Council or representatives of Council. Such Union representatives shall have access to the Council's premises in order to investigate any grievance or to conduct negotiations.

ARTICLE 7 HOURS OF WORK

7:01 Effective July 7, 2013, the regular work day shall be from 8:00 a.m. to 4:00 p.m. with one-half (½) hour for lunch to be taken at such time as the Employer directs.

The work week shall be as follows:

Monday to Thursday	7.5 hours per day (8:00 - 4:00)
Friday	8:00 a.m. - 2:30 p.m.
Saturday	2 hours per day
Sunday	2 hours per day

7:02 Weekends Off

Days off will be planned in such a way as to distribute weekends off so that employees shall receive two consecutive days off. The days off shall be Saturday and Sunday, unless otherwise agreed by mutual consent.

Employees shall receive every second weekend off, unless otherwise agreed by mutual consent.

In order to facilitate scheduled weekends off, employees will be required to work 8:00 - 4:30 Monday to Friday preceding weekend off.

ARTICLE 8 OVERTIME

8:01 Approval must be given by the Town Manager/Council for any and all overtime and call outs.

Should the Outside Worker deem it necessary to start work before the regularly scheduled start time, the length of the work day will not exceed the hours normally scheduled for that day.

In the event the Town Manager/Council requires the employee to start work before the regularly scheduled hours of work, overtime rates shall apply.

8:02 Employees will receive overtime pay at the rate of time and one-half of his/her regular rate for every hour that the employee works in excess of forty (40) hours per week.

8:03 Overtime, after regular hours, is optional and voluntary, except in an emergency. Overtime shall be distributed equally to employees within the classification, providing the employee is qualified to perform the work available.

8:04 An employee who is eligible for overtime and who is called back after he/she has left his/her place of work, shall be paid a minimum of three (3) hours at the applicable overtime rate.

An employee who is called back to work and completes the work in less than the minimum of (3) hours and is subsequently recalled within the three (3) hour minimum, shall receive only the benefit of the three (3) hour minimum once. However, should the total time on calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.

ARTICLE 9 STATUTORY HOLIDAYS

9:01 The following holidays will be observed as paid holidays for all employees:

New Year's Day
St. Patrick's Day
Good Friday
St. George's Day
Victoria Day
Discovery Day
Memorial Day
Labour Day
Thanksgiving Day
Armistice Day
Christmas Day
Boxing Day

plus one (1) additional holiday in each year that, in the opinion of the Council representatives, is recognized as a Civic Holiday in the area. If no Civic Holiday is provided, the employee shall be given one (1)

additional holiday at a time to be mutually agreed between employee and supervisor;

plus one (1) extra paid holiday in each year to be taken as a floater at a time mutually agreeable to the parties;

* plus any other day proclaimed as a special holiday by the Provincial Government.

9:02 An employee required to work on any of the above-named holidays shall be paid at the rate of time and one-half (1 ½) his regular rate. (Refer Article 8, Clause 8:01 to 8:03). When any of the above-named holidays fall on Saturday or Sunday, then the following Monday shall be deemed the holiday.

ARTICLE 10 ANNUAL VACATIONS

10:01 Every employee, after the first year of continuous service, shall be granted vacation with full pay and benefits on a pro-rata basis for the time worked in the preceding calendar year; pro-rata basis being one and one quarter (1¼) the annual vacation allowed per month worked. In subsequent years the vacation allowance is as follows:

<u>Years of Service</u>	<u>Number of days</u>
Up to 5 years	10 days
Six (6) to ten (10) years	15 days
Ten (10) to twenty-five (25) years	20 days
Twenty-five (25) years and up	25 days

Vacation pay for intermittent employees shall be four percent (4%) and paid each week with salary.

10:02 It shall be compulsory for all employees to take their vacation during the year in which they qualify for such vacation.

10:03 An employee may change the status of his annual leave to sick leave if:

- (a) he has been ill for two (2) consecutive days and has presented a medical certificate to the Employer;
- (b) he is admitted to hospital.

10:04 (a) If a statutory or declared holiday falls on or is observed during an

employee's vacation period, he will be granted an additional day's vacation for each holiday in addition to his regular vacation period.

- (b) When an employee is required to work during his annual vacation, he shall receive pay at the rate of one and one-half (1 ½) times. Hours worked while on vacation shall not be deducted from the employee's vacation credits.

10:05 All employees shall, whenever conveniently possible, be granted vacation period preferred by the employee, or at such time as may be mutually agreed upon by the Town and the employee. Preference in choice of vacation dates shall be determined by seniority or service with the Council.

ARTICLE 11 RATES OF PAY

11:01 The rates of pay for all employees covered by the Agreement are as set forth in the attached Schedule "A", which Schedule forms part of this Agreement.

11:02 An employee who is required to temporarily perform work in a classification paying a higher rate of pay shall receive the higher rate for all hours worked in the higher classification.

11:03 An employee who is required to temporarily perform work in a classification paying a lower rate of pay shall maintain his regular rate of pay.

ARTICLE 12 SENIORITY

12:01 An employee's seniority shall be determined by the length of service with the Council.

12:02 If an employee is transferred to another classification on a permanent basis, he carries all his seniority to that classification.

12:03 The Council will maintain a seniority list showing the date each employee's service commenced and will also include each employee's classification and length of service.

12:04 (a) Newly hired employees shall be considered on probation for a period of six (6) calendar months from the date of hire. During the probationary period, employees shall be entitled to seventy-five

percent (75%) of the rate of pay to which the classification he/she is assigned.

- (b) During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge and rate of pay.
- (c) The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination as a basis of termination. After completion of the probationary period, seniority shall be effective from the original date of hire.

12:05 If an employee is transferred on a temporary basis to a post outside the bargaining unit, he shall continue to accumulate seniority as though he remained in the bargaining unit.

12:06 An employee hired for a specific period of time of not less than one hundred thirty-two (132) days or as relief will accumulate seniority on a day to day basis in the same manner as all other employees and as such seniority will remain with that employee when laid off only for the purpose of determining his/her right and order to recall, subject to Clause 12:07 of this Agreement.

12:07 (a) An employee shall not lose his seniority rights if he is absent from work because of absence approved by the Council, sickness, accident or layoff for a period of two (2) years or less.

(b) Employees shall only lose seniority rights in the event:

- (i) he is discharged for just cause and is not re-instated;
- (ii) he resigns in writing;
- (iii) he is absent from work in excess of one (1) working day without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (iv) he fails to return to work within five (5) calendar days after being notified by registered mail or hand delivered notice to do so, unless through sickness. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work of three (3) days duration, or less, at a time he is employed elsewhere shall not lose his recall rights for refusal to return

to work;

- (v) he is laid off for a period of two (2) years or longer.

12:08 Employees who are qualified may be interchanged or transferred from one department to another at any time and from time to time when circumstances warrant, provided that seniority shall not be surrendered or affected by such interchange or transfer, and that there shall be no reduction in rate of pay, and further, provided that no permanent or regular employees shall be laid off or discharged by reason of such interchange or transfer.

12:09 (a) No employee shall be required to perform work in another classification when there is work available in his/her regular classification.

If there is no other work required for these employees to undertake and additional or replacement workers are required for the garbage truck, then these senior employees must fulfill this task by a two (2) day alteration.

- (b) However, if there are other tasks for the senior employee to perform and a junior employee is called back to work, then the senior employee must be removed from the garbage truck when the junior employee reports for duty. The junior employee must then work on the garbage truck.

ARTICLE 13 ABSENCE FROM WORK

13:01 Should any employee, through no fault of his own, be absent from work, he shall not be discriminated against on that account provided that where possible, he shall have given to his Supervisor notice of his absence prior to beginning of his regular work shift to enable his Supervisor to make arrangements for his replacement during his absence. However, should an employee be absent through no fault of his own, without giving the Supervisor notice of his absence at the beginning of his regular work shift, he shall not be penalized in the first instance of such absenteeism other than loss of pay for such period of absenteeism, but upon subsequent instances for such absenteeism without notification as required above, the employee concerned may become subject to discipline resulting in suspension.

13:02 At the written request of the Union, the Employer may grant leave with pay to not more than two (2) employees at the same time for the purpose of

attending Labour Conventions. The total number of hours permitted under this section is fifty (50) hours in the aggregation in any year. The Union shall request such leave at least thirty (30) days prior to the proposed leave.

- 13:03 An employee shall be granted leave of absence with pay in the case of the death of an employee's mother, father, brother, sister, child, spouse, common-law spouse, grandmother, grandfather, mother-in-law, father-in-law, grandchild, or near relative living in the same household, three (3) consecutive days.
- 13:04 One (1) day leave of absence shall be granted in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, first cousin or grandparent of such employee not residing in the same household of the employee.
- 13:05 In the event of the death of an employee covered by this Agreement, the Town Manager may authorize all or any employee to attend the funeral during working hours without loss of pay.
- 13:06 If any of the foregoing days of absence falls on a regular working day of the employee, then the employee shall not suffer the loss of wages or salary for the day or days of absence as the case may be.
- 13:07 The employee may be required to furnish proof of relationship to the deceased to the Council representative.
- 13:08 The Council shall grant leave of absence without loss of seniority to an employee who serves as juror or witness in any Court. The Council shall pay the difference between his normal earnings and the payment he receives for jury service or Court witness. The employee will present proof of service and the amount of pay received.
- 13:09 When an employee is attending a training course or other educational program, if approved by Council, the Employer shall pay the full amount of the employee's wages or the difference between what would have been the employee's regular earnings and that paid to the employee by other sources.
- 13:10 Employees shall accumulate seniority while on Workers' Compensation.

ARTICLE 14 VACANCIES AND NEW JOBS

- 14:01 When a vacancy occurs in any classification, such vacancy shall be posted on Bulletin Boards of the Council, which are accessible to all

employees for a period of not less than seven (7) working days so as to give all interested employees an opportunity to make application for the posted vacancy.

14:02 Both parties recognize:

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

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

14:03 When a new classification is created, the Council agrees to negotiate with the Union the rate of pay applicable to that new classification. In the event that the two parties cannot agree on the rate of wages to be paid to the new classification, the matter will be submitted to Arbitration and, in any event, the new rate will be effected on the day the new classification came into being.

14:04 The Employer shall establish a system of on-the-job training in order to upgrade the knowledge and skills of employees who are interested in taking such training. Opportunity for training shall be allocated in accordance with seniority. Employees who are senior and who do not wish to be trained in future for jobs which they are unqualified to do will inform the Employer in writing.

ARTICLE 15 PROTECTIVE CLOTHING

15:01 * (a) The Council shall provide a four hundred and fifty (\$450) dollar clothing allowance to all eligible employees each year. Receipts must be submitted prior to payment.

For employees with employment of less than one year but more than three (3) months, the allowance will be two hundred and fifty (\$250) dollars for every two (2) years. Receipts must be submitted prior to payment.

Failure to wear such protective clothing shall result in progressive disciplinary action.

- (b) Safety helmets and vests will be provided by Council and all employees must wear safety clothes at all times.
- (c) Work gloves at discretion of Foreman.
- (d) Council will, where necessary, provide protective eye covering to employees at no cost to the employee. These coverings to remain the property of the Town of Carmanville. Council reserves the right to determine what type and how much protective clothing will be issued and that all clothing supplied by Council be restricted to Town use and remain at work depot except by permission of Town Manager.

ARTICLE 16 LABOUR MANAGEMENT COMMITTEE

16:01 The Employer agrees with the establishment of a Labour Management Committee consisting of two representatives of the Union and two of the Employer for the purpose of meeting and conferring on matters of mutual interest, which are not properly the subject of a grievance or negotiations. The Committee shall meet at mutually agreed times when necessary.

Minutes of each meeting of the Committee shall be prepared by the Secretary and signed by the Chairman as promptly as possible after the close of the meeting.

ARTICLE 17 HEALTH AND SAFETY

17:01 Every full-time employee shall earn sick leave to a maximum of eighty (80) working days during 20 years of service at the rate of two (2) days for each completed month of service commencing from the date of employment.

17:02 An employee shall continue to accumulate sick leave in accordance with 17:01 during any period where the total leave is less than eighty (80) days.

17:03 Sick leave with full pay in excess of two (2) consecutive working days or four (4) working days in the aggregate in any calendar year shall not be awarded to an employee unless he has submitted in respect thereof a medical certificate satisfactory to the Council. Notwithstanding the foregoing, the Council may require a medical certificate for any period of illness.

17:04 For the purpose of Clauses 18:01 and 18:02, a month of service shall be

any calendar month during which the employee is on the payroll for more than fifteen (15) working days in that month.

17:05 The Council agrees to abide by the requirements of the Occupational Health and Safety Act and Regulations.

17:06 An employee shall have the right to see a record of his unused sick leave he/she has accumulated any time during office working hours.

17:07 An employee may be granted special leave with pay not exceeding three (3) days a year to attend to the temporary care of sick family members living in the same household, needs related to the birth of an employee's child, medical or dental appointments for dependent family members living in the same household, meetings with adoption agencies, needs related to the adoption of a child, or home or family emergencies.

ARTICLE 18 GRIEVANCE PROCEDURE

18:01 If a dispute or a grievance arises and if the dispute or grievance is brought forward by an employee or by the Union, such dispute or grievance will be dealt with and disposed of in the following manner:

- (a) Any employee having a grievance shall first take the matter up with his Supervisor or have his Shop Steward take the matter up for him. The grievance must be submitted in writing within five (5) days of his being aware of the grievance.
- (b) The Grievance Committee shall within a further period of five (5) working days from the time the grievance is referred to them take the matter up with the Council representatives.
- (c) Failing satisfactory settlement of the grievance within five (5) working days of the grievance being submitted to the Council representatives, the Committee shall within a further five (5) working days submit the grievance in writing to the Council who will, at its next meeting, deal with the matter and the reply of Council to the grievance shall be in writing and be submitted to the Grievance Committee within five (5) working days of its meeting.

18:02 If no settlement is reached in accordance with the foregoing steps, the matter may be referred to Arbitration. Such reference to Arbitration to be made within sixty (60) calendar days from the receipt in writing of Council's decision.

- 18:03 Where the Employer has a grievance against the Union, or the Union or a group of employees have a grievance against the Employer, the parties shall meet within ten (10) calendar days of the occurrence of the matter giving rise to the grievance and attempt to settle the grievance. If the grievance is not settled as a result of this meeting, either the Employer or the Union, as the case may be, shall have the right to refer the grievance to Arbitration.
- 18:04 The periods as outlined above may be extended by mutual consent between the Union and the Council.

ARTICLE 19 ARBITRATION

- 19:01 Subject to Article 19 and for the purpose of final settlement of any difference, dispute or grievance between the Council and the Union or its member employed by the Council, as to the meaning, application, or violation of any of the provisions of this Agreement, the following provisions and procedures shall be followed by the parties in this Agreement.
- 19:02 Either of the parties may notify the other of its desire to submit the difference, dispute or grievance to Arbitration, and the notice shall contain the name of the first appointee to the Arbitration Board. The recipient of the notice shall within five (5) working days advise the other party of the name of its appointee to the Board. The two (2) appointed or selected shall, within a further five (5) working days of the appointment of the second of them, appoint a third person who shall be Chairman of the Arbitration Board. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree on a Chairman within the time limits, the appointment or appointments shall be made by the Minister of Labour of Newfoundland and Labrador upon the request of either party and such appointment or appointments will be accepted by both parties. No official, agent or member of the Council or the Union shall be appointed as a member of the Board.
- 19:03 The Arbitration Board shall hear and determine the difference, dispute or grievance and shall make a decision thereon, in writing, within thirty (30) calendar days of the appointment of the Chairman or within such extended period upon which the Council and Union may agree.
- 19:04 The decision of the majority shall be the decision of the Board and shall be final and binding upon the parties and upon any employee affected by it, but if there is no majority, the decision of the Chairman shall govern and will be binding upon those affected by it.

- 19:05 The Board of Arbitration shall not have the power to alter or amend any of the provisions of this Agreement or to substitute any new provisions for any existing provision nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 19:06 An Arbitration Board may not alter, modify or amend any provision of this Agreement, but shall have the power to set aside a decision of the Employer and to modify a disciplinary measure imposed by the Employer.
- 19:07 Each of the parties to this Agreement shall bear the expenses of the Arbitrator appointed by it, or for it, by the Minister of Labour and the parties will jointly and equally bear the expenses, if any, of the Chairman.

ARTICLE 20 TRANSPORTATION

- 20:01 Employees required to work outside of the garage depot, who normally return for lunch to the depot, shall be provided with transportation to and from the depot at the start and end of lunch period and at the start and end of each work shift. Transportation shall be arranged so that employees arrive at the depot at 12 noon and leave at 12:30 p.m.
- 20:02 In cases where the employee is required to use his own vehicle for such transportation, he will be paid at prevailing Government rates.
- 20:03 Transportation of any tools, equipment, etc., will be the responsibility of the Town.
- 20:04 When an employee is required to work outside his job site, transportation will be provided by the Town.

ARTICLE 21 EMPLOYEE'S RECORD

- 21:01 An employee's record shall, at all reasonable times, be available for his inspection and with the employee's permission available to the Union.
- 21:02 Any offense that is to become a part of an employee's record shall be in writing with a copy to the employee concerned and to the Union.
- 21:03 Any reprimand or warning given in writing and becoming a part of an employee's personal file shall be removed and destroyed after twenty-four (24) months have lapsed provided no other breach of policy has occurred in that time period.

- 21:04 An employee may be notified, in writing, of any expression of dissatisfaction concerning his work.
- 21:05 If an employee is not notified, in writing, of any expression of dissatisfaction concerning his work within ten (10) working days of the event of any such complaint, such expression shall not become part of his record for use against him at any time.

ARTICLE 22 SUSPENSION AND DISCHARGE

- 22:01 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 an employee fails to bring his/her work up to a required standard by a given date, the Employer shall within ten (10) days of the incident or discovery of the incident give written particulars of such censure to the employee involved. If this procedure is not followed, such written censure shall not become part of his/her record for use against him/her at any time.
- 22:02 An employee may be discharged but only for just cause and only upon the authority of Council. The Council representatives may suspend an employee and shall within ten (10) working days report such action to Council. When an employee is suspended, he shall be given the reason for such suspension by the Council representative in the presence of the Union representative if required by the employee.
- 22:03 When an employee is dismissed, such employee and the Union shall be notified promptly, in writing, by the Council of the reason for such dismissal.
- 22:04 Should it be found that an employee has been unjustly suspended or discharged, such employee shall be immediately re-instated in his former position without loss of seniority and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensate which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to a Board.

ARTICLE 23 GENERAL

- 23:01 An employee shall not be required or permitted to work alone at any time under hazardous conditions. However, the Town will not be responsible if

an employee performs such work contrary to the Supervisor's orders or without the Supervisor's knowledge of such work or conditions.

- 23:02 The Town shall pay wages weekly to all employees for time worked in the previous week. Payday will be on Thursday.
- 23:03 All employees shall be permitted five (5) minutes prior to lunch hour and five (5) minutes prior to completion of the shift for the purpose of wash-up.
- 23:04 Each employee shall be entitled to a fifteen (15) minute break during the first and second half of his regular working day or shift. Such break to be taken at the work location.

ARTICLE 24 LAYOFFS AND RECALLS

- 24:01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority and shall be recalled in the inverse order of their seniority, providing they are qualified to do the work required. Seniority for the purpose of this Clause shall be on a bargaining unit wide basis.
- 24:02 Except in the case of dismissal for just cause, fourteen (14) calendar days notice in writing will be given to all employees who are to be laid off or whose services are to be terminated. If appropriate notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

ARTICLE 25 SEVERANCE PAY

- 25:01 With the exception of dismissal for just cause, all employees with a minimum of ten (10) continuous years of service with the Town of Carmanville will be entitled to receive severance pay when their employment permanently ceases.
- Employees entitled to severance pay shall be paid five (5) days' salary for each year of service, based on the rate in effect at the time of employment cessation, to a maximum of ten (10) years accumulated credit. (Maximum of ten (10) weeks severance pay).
- 25:02 Severance pay shall be payable only once for any given period of service. An employee whose employment has ceased permanently who has received severance pay and is later recalled or rehired shall not receive severance pay for prior service. Future severance pay and years of

service shall be calculated from the date of recall or rehire to a maximum of eight (8) years of accumulated credit, including previous employment.

ARTICLE 26 CONTRACTING OUT

26:01 The Employer may not contract out bargaining unit work.

ARTICLE 27 ENFORCEMENT AND DURATION

*27:01 Subject to 7:01 and Schedule A, this Agreement shall be effective from March 1, 2022 and shall remain in full force and effect until February 28, 2025 or until a new Collective Agreement is signed by the parties, whichever is latter.

27:02 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.

27:03 Either party desiring to propose changes to this Agreement shall, within thirty (30) calendar days following receipt of notice under Clause 27:02, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

ARTICLE 28 SPECIAL LEAVE

28:01 With the prior approval of the Employer, special leave may be awarded to an employee to enable him to participate in courses of training, either within or outside the Province. The duration of and the rate of pay for special leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.

ARTICLE 29 CORRESPONDENCE

29:01 All correspondence between the parties hereto arising out of this Agreement or Incidental thereto shall pass to and from the Town Manager and Secretary of the Local and the Union.

ARTICLE 30 AMENDMENTS

30:01 The terms of this Agreement may be amended at any time at any meeting of the parties hereto on such terms as shall be approved and agreed upon by the parties hereto.

ARTICLE 31 TIME OFF FOR UNION BUSINESS AND UNION ACCESS

31:01 Negotiation Pay Provision

Representatives of the Union shall not suffer any loss of pay or accumulated benefits for total time spent in negotiations with the Employer.

31:02 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or accumulated benefits for total time spent in Grievance and Arbitration procedure.

31:03 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 relations. Union representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from their Supervisor.
- (b) Permission to hold meetings on the premises shall in each case be obtained from the Town Manager and such meetings shall not interfere with the operation of the Employer.

ARTICLE 32 EMPLOYEE BENEFITS

32:01 The Employer will introduce the following benefit plans:

- NL Municipal Employee Benefits Inc. Pension Plan
- Small Town Group Health Benefits Plan

The Employer will pay 50% of the cost of premiums for each of these benefit plans and the employee will pay 50% of the cost of the premiums.

SCHEDULE A

Salary Implementation Formula

*Effective March 1, 2022 - increase wage rates by fifty cents (\$0.50) an hour.

*Effective March 1, 2023 - increase wage rates by fifty cents (\$0.50) an hour.

*Effective March 1, 2024 - increase wage rates by fifty cents (\$0.50) an hour.

<u>Classification</u>	<u>March 1, 2022</u>	<u>March 1, 2023</u>	<u>March 1, 2024</u>
Municipal Service Worker	\$22.60	\$23.10	\$23.60
Call-In Municipal Service Worker	\$22.60	\$23.10	\$23.60

SIGNED this 29th day of April, 2022

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

ON BEHALF OF THE TOWN OF CARMANVILLE:

[Handwritten Signature]

[Handwritten Signature]
WITNESS

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

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]
WITNESS