

COLLECTIVE AGREEMENT

BETWEEN

CHANNEL-PORT AUX BASQUES TOWN COUNCIL

AND

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

(Expires: December 31, 2026)

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THIS AGREEMENT made this _____ day of _____, Anno Domini, TWO THOUSAND AND TWENTY-THREE;

BETWEEN:

CHANNEL - PORT AUX BASQUES TOWN COUNCIL, a body corporate, existing under and by virtue of the provisions of the Municipalities Act 1999, Statutes of Newfoundland and Labrador, 1999, Chapter M - 24, duly incorporated under the laws of Newfoundland and Labrador, as amended.

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:

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, other than Town Manager, Facilities Manager/Recreation Director, Public Works Superintendent, Economic Development Strategists, Aquatics Supervisor, Town Clerk and all part-time employees and the Administrative Assistant employed at the Bruce II Sports Complex. No employee within the Bargaining Unit shall be required or permitted to make any written or verbal agreement with the Council or its representatives, which may conflict with the terms of this Collective Agreement. (Refer to Letter of Understanding #1.)

2:02 * Employer's Rights

All parties recognize that the Employer has the right:

- (a) To maintain order, discipline, and efficiency;
- (b) To hire, classify, direct, assign, promote, demote, transfer, discipline, suspend and discharge employees, for just and sufficient reason, and to increase/decrease working forces;
- (c) Generally, to manage the Town and without restricting the generality of the foregoing, to determine the number and location of establishments, the methods and processes to be used, schedules of work, kind and location of machines, tools equipment to be used, selection, installation, and requirements in the operation of any equipment or material it decides to use or handle;
- (d) To make, alter, and enforce reasonable rules and regulations to be observed by employees subject to the terms of this Agreement;

- (e) The Employer shall give the Union adequate notice of rules and regulations.

ARTICLE 3 INTERPRETATION

3:01 In this Agreement the following words and expressions shall have the meaning hereinafter assigned to them:

- (a) "Classification" means the identification of a position by reference to a class title and pay.
- (b) "Council" is the Council of the Town of Channel - Port aux Basques.
- (c) "Council representatives" unless otherwise specifically defined shall mean the Town Manager or other such person or persons appointed by Council.
- (d) "Day" shall mean a working day unless otherwise stipulated in this Agreement.
- (e) "Day of rest" means a calendar day on which an 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) "Demotion" means an action other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification carrying a lower rate of pay.
- (g) "Employee or "employees" shall mean all employees of the Town of Channel - Port aux Basques Town Council not excluded from the Bargaining Unit by order of the Labour Relations Board or through negotiations.
- (h) "Employer" means the Town of Channel - Port aux Basques as represented by the Council or Council's designate.
- (i) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday.

- (j) "Layoff" means a temporary cessation of employment due to lack of work or abolition of a post. However, it is agreed that the employee retains all rights in accordance with Article 22.
- (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 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.
- (m) "Notice" means in writing which is hand delivered or delivered by certified or registered mail.
- (n) "Overtime" means work performed by an employee in excess of his/her scheduled workday 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 or regular employees" shall mean any employee within the Bargaining Unit who has served the probationary period outlined in this Agreement.
- (q) "Probationary employee" shall mean any employee who is presently serving the established probationary period outlined in this Agreement.
- (r) "Probationary period" means a period of ninety (90) working days from the date of hire.
- (s) "Promotion" shall mean an action, other than reclassification resulting from the correction of a classification error which causes the movement of an employee from his/her existing classification to a classification giving higher pay.
- (t) "Reclassification" shall mean any change in the current classification of an existing position.
- (u) "Schedule" means notification given in writing and posted in a

place accessible to all employees.

- (v) "Seasonal employee" shall mean an employee whose services are of a seasonal, but recurring nature, who has completed ninety (90) days of cumulative employment and includes employees who are subject to periodic re-assignment in various positions because of the nature of their work.
- (w) "Standby" means any period of time during which an employee has been notified by the Employer that he/she is required to be available for recall to work.
- (x) "Temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on completion of such work but does not include seasonal or probationary employees.
- (y) "Termination" means the final severance of an employee subject to Clause 16:04.
- (z) "Vacancy" shall mean a position which exists and in respect of which there is no employee eligible for recall on the basis of Bargaining Unit wide seniority.
- (aa) "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.
- (bb) "Weekday" means an eight (8) hour working day and seven (7) hour working day for Office Staff, Monday through Friday.
- (cc) "Year" means the period extending from the 1st day of January in any year to the 31st day of December in the same year.

ARTICLE 4

UNION SECURITY

4:01

- (a) All present employees of Council, within the Bargaining Unit, as a condition of continued 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 with effect from the date of hire.

- (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 10th day of each month. A list of employees shall be submitted to the Union with each due's deduction showing names of all employees within the Bargaining Unit, the amount of deductions and if no deductions, the reason therefor. 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 practised with respect to any employee in the matter of hiring, wage rates, discharge, training, upgrading, promotion, transfer, layoff, discipline, or otherwise by reason of race, creed, national origin, residence, political or religious affiliation, mental or physical disability nor by reason of membership or legal activity in the Union, provided that all other things being equal, preference in hiring shall be given to resident taxpayers of the Town of Channel - Port aux Basques.

Persons hired by the Town of Channel - Port aux Basques and residing outside the municipal boundaries shall be given a period of time, not to exceed six (6) months, to take up residence within the Town. This shall apply to future employees only.

(d) Council agrees to discourage harassment in the workplace. Harassment is any inappropriate behaviour that is directed toward or is offensive to an employee, endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee.

ARTICLE 5 REPRESENTATION

5:01 The Council agrees to recognize the duly appointed Officers and Stewards from within the various Departments of Council, provided that each such Officer and Steward is a member of the Bargaining Unit.

The said Officers and Stewards will form the Union's permanent Grievance Committee and any member of the Committee may handle as a grievance and 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.

No deductions 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 working hours.

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 grievances or to conduct negotiations.

ARTICLE 6 HOURS OF WORK

- 6:01 * (a) The regular hours of work for all employees except part-time employees shall be eight (8) hours per day, forty (40) hours per week.
- * (b) The regular working day shall be from 8:00 a.m. to 5:00 p.m. daily including one (1) hour for lunch and the work week shall be from Monday to Friday inclusive.
- * (c) Those employees, other than part-time, who have served the probationary period shall be guaranteed by their Employer that their regular hours of work shall be forty (40) hours per week.
- * (d) During the summer period commencing on June 1 and ending on the last workday prior to Labour Day, the hours of work shall be 7:30 a.m. to 4:00 p.m. (Refer to Letter of Understanding #2)
- (e) Employees working at the Water Treatment Plant may be scheduled to work any five (5) day consecutive period between Sunday and the following Saturday, inclusive.
- The workday shall be on a shift basis and shall be from 8:00 a.m. to 4:00 p.m., including a meal break.
- (f) Employees required to operate a street sweeper shall work from 6:00 a.m. to 2:00 p.m., Monday through Friday, including a meal break.
- (g) Where the work to be performed necessitates changes in respect to current daily scheduled hours of work, the required changes may be implemented by the Town Manager or his/her designate with a minimum of forty-eight (48) hours' notice to the affected parties.

- (h) On an experimental basis and without committing either party to a permanent change in the existing hours of work, the parties may jointly agree to establish a schedule providing for a compressed work week upon a request from a majority of employees in the work area or upon request from the Employer. This Clause is to be effective upon the date that the Negotiating Committees of Council and the Union agree, and the Clause may be implemented immediately.

6:02 During the winter there shall be a rotating shift system for snow clearing operations. The system shall be for twenty-four (24) hour periods divided into three (3) equal eight (8) hour shifts. The first shift shall commence at 12:00 midnight to 8:00 a.m., 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to 12:00 midnight, unless otherwise changed in accordance with Article 6, Clause 6:01 (i).

During the winter rotating shift system for snow clearing operations there will be one (1) operator scheduled and one (1) on call, weather depending. Twenty-four (24) hours' notice will be required for stand-by.

6:03 Rest Periods

Each employee shall be permitted a rest period of fifteen (15) consecutive minutes during the first half of the shift and fifteen (15) consecutive minutes during the second half of the shift. The noted rest periods shall occur at the work site.

6:04 Working Schedule

The Employer agrees that employees assigned to particular shifts may alternate shifts with fellow employees, providing that such alterations do not affect the day-to-day operation of the Town, and, that prior approval of such changes are received from the Town Manager.

ARTICLE 7 OVERTIME

7:01 Overtime shall be all hours worked outside the regular hours or on a holiday listed in Article 8 of this Agreement.

Overtime rates shall apply for work as follows:

- (a) time and one-half (1 ½) for the first eight (8) hours and double (2) time thereafter;

- (b) for work on Saturdays and Sundays, time and one-half (1 ½) for the first eight (8) hours and double (2) time thereafter.
- (c) Employees shall have the option to bank thirty-two (32) overtime hours worked in exchange for time off, to be taken within a two (2) month period unless mutually agreed upon between employee and Town Manager. Otherwise, all bank time will be paid out.

The Town Manager or designate may, upon request of the employee, grant time off in lieu of pay for any overtime worked. Such time off would be granted at the appropriate rate of pay for each overtime hour worked.

7:02

- (a) Overtime is optional and voluntary except in an emergency. It shall be understood and agreed that emergency situations that warrant immediate attention can arise at any time. For the purpose of this Clause, emergency means any incident or event which, in the opinion of the Employer, creates a risk to persons or property.
- (b) All overtime shall be shared on a fair and equitable basis among qualified employees who have seniority.
- (c) Employees ordered out to work between the hours of 12:00 midnight and the following 8:00 a.m. shall be paid a minimum of four (4) hours at regular rates. However, if the call-out consists of more than two (2) hours, double (2) time shall apply to all work after such period until the following 8:00 a.m. when the appropriate rate for such time shall apply.
- (d) Employees ordered out to work at other times shall be paid the minimum of two (2) hours work at the prevailing rate. These provisions shall apply whether or not work is available, providing the employee reports for duty but does not apply to regular night shift operations.
- (e) Every fraction of an hour which exceeds one-quarter (1/4) hour shall be regarded as one-half (½) hour and every fraction of one (1) hour which exceeds one-half (½) hour shall be regarded as one (1) hour and vice versa.
- (f) Council agrees to post monthly an Overtime List in an area accessible to the bargaining unit.

- 7:03
- (a) Standby shall be scheduled on a rotation basis in order of seniority. At any time when the Supervisor requests an individual to perform standby, the employee shall receive four (4) hours pay at straight time rates for each eight (8) hour shift of standby.
 - (b) Employees working at the Water Treatment Plant who are required to perform standby duty shall be compensated at the rate of sixteen dollars (\$16) for each day of standby. This rate applies to only one employee per day.
 - (c) A Saturday and Sunday differential of one dollar (\$1.00) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 0400 hours Monday.

ARTICLE 8 STATUTORY HOLIDAYS

8:01 * The following holidays shall be observed as paid holidays for all employees:

- (a) New Year's Day
- (b) Good Friday
- (c) Commonwealth Day
- (d) Memorial Day
- (e) Labour Day
- (f) National Day of Truth and Reconciliation
- (g) Thanksgiving Day
- (h) Armistice Day
- (i) Christmas Day
- (j) Boxing Day

Plus, one (1) additional day 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 determined by Council representatives.

Further, Council agrees to allow four (4) floating holidays to employees to be taken at a time mutually agreed upon by employee and Employer.

For employees other than those referred to in Article 32:04, floating holidays shall be awarded on a pro rata basis. (i.e.: 3 months = 1 floating holiday; 6 months = 2 floating holidays).

8:02 (a) When any of the above-named holidays fall on a Saturday or

Sunday, then the following Monday shall be deemed the holiday.

(b) When any two (2) of the above-named holidays fall on a Saturday and Sunday, then the following Monday and Tuesday shall be deemed the holiday.

8:03 (a) An employee required to work on any of the above-mentioned holidays, with the exception of Christmas Day, New Year's Day and Good Friday, shall be paid at the rate of time and one-half (1 ½) his/her regular rate in addition to holiday pay.

(b) Employees required to work on Christmas Day, New Year's Day and/or Good Friday shall receive double (2) time for all hours worked on these days in addition to holiday pay.

8:04 (a) When a calendar day designated as a holiday under Clause 8:01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date approved by the Town Manager. If such time off is not granted within fifteen (15) days of the scheduled holiday, the employee shall receive one (1) day's pay to compensate him/her for the holiday.

(b) When a holiday falls on an employee's day of rest and he/she is required to work on such a holiday, he/she shall receive one and one-half (1 ½) hours pay for each hour worked on that day and in addition, he/she shall receive one (1) hour off for each hour worked. The employee may request time off in lieu of overtime payment provided that such time off must be granted on the basis of one and one-half (1 ½) hours off for each hour worked, within fifteen (15) days and at the convenience of the employee, he/she shall be paid at the applicable rate.

8:05 All employees shall be paid for the above-mentioned holidays provided they work on the immediate day preceding or the immediate day following such holidays.

8:06 If an employee is on sick leave the day prior to or the day following a scheduled holiday, he/she shall be paid for the said holiday.

ARTICLE 9 ANNUAL VACATION

9:01 (a) An employee, after the first year of continuous service, shall be granted vacation on a pro-rated basis, for the time worked in the

previous year. An employee shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

- (i) Less than two (2) years, at the rate of 0.833 days for each month of service. (Maximum of 2 weeks leave)
- (ii) Two (2) years of service completed, but less than nine (9) years, at the rate of 1.25 days for each month of service. (Maximum 3 weeks of leave) Annual leave to be pro-rated in the 3rd year of employment.
- (iii) Nine (9) years of service completed, but less than eighteen (18) years, at the rate of 1.66 days for each month of service. (Maximum 4 weeks of leave) Annual leave to be pro-rated in the 10th year of employment.
- (iv) Eighteen (18) years of service completed, but less than twenty-one (21) years, at the rate of 2.08 days for each month of service. (Maximum 5 weeks of leave) Annual leave to be pro-rated in the 19th year of employment.
- (v) Twenty-one (21) years of service completed, but less than twenty-three (23) years, at the rate of 2.5 days for each month of service. (Maximum 6 weeks of leave) Annual leave to be pro-rated in the 22nd year of employment.

All holidays shall be capped at six (6) weeks as of December 31, 1997. This will not affect employees that are now receiving more than six (6) weeks, who shall maintain their accumulated holidays as of December 31, 1997.

For the purpose of this Agreement and for the calculation of annual leave, employees must work two hundred and forty-eight (248) days in any one (1) year. Employees who work less than two hundred and forty-eight (248) days in one (1) year shall receive their vacation on a pro rata basis. All paid leave and paid holidays shall be considered as workdays.

The employee's hiring anniversary date shall be used to determine the employee's annual leave entitlement.

When an employee becomes eligible for a greater amount of annual vacation, he/she may be allowed in the year in which the change occurred a portion of the annual leave based on the new

monthly accrual rate.

- (b) Seasonal and temporary employees upon employment shall be given an option with respect to annual leave as follows:
 - (i) To carry over any unused annual leave, which he/she may have to his/her credit at the end of his/her employment period; or
 - (ii) To receive payment for annual leave on a regular basis throughout his/her employment period.

The choice provided in accordance with this Article must be made immediately upon employment.

- (c) If a statutory or declared holiday falls or is observed during an employee's vacation period, he/she will be granted an additional day vacation for each holiday in addition to his/her regular vacation period.
- (d)
 - (i) All employees shall, whenever conveniently possible, be granted the 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 of service within the classification with the Town.
 - (ii) The Employer will consider allowing a minimum of two (2) employee to take annual leave during the Christmas period. This will be done on a rotational basis, starting with the most senior employee.
- (e) When an employee has had not less than sixty (60) days of service, he/she may anticipate annual leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shortest period.
- (f) An employee shall be permitted to carry forward his/her annual vacation leave where the employee has not had an opportunity to partake of annual leave because of workers compensation, illness or long-term disability. An employee shall be paid for such leave upon request.
- (g) Upon written request, a permanent employee who has completed three (3) years of service may be granted unpaid leave without

loss of seniority to a maximum of twelve (12) months and without loss of accumulated seniority and benefits. A response to this request shall be given within two (2) months.

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

Vacation requests must be submitted, and vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Any vacation requests submitted after the date of posting the schedule will be permitted but is subject to operational requirements.

ARTICLE 10 RATES OF PAY

- 10:01
- (a) The rates of pay for all employees covered by this Agreement are as set forth in the attached Schedule "A" which Schedule shall form part of this Agreement.
 - (b) 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.
 - (c) An employee who is required to temporarily perform work in a classification paying a lower rate of pay shall maintain his/her regular rate of pay.
 - (d) It is agreed that those employees who work at both the Sports Complex and at the Town Depot at different times of the year will receive rates of pay to coincide with Schedule "A".
 - (e) Employees on garbage collection may be called upon to do other work when required.
 - (f) All temporary assignments to higher paying positions shall be on the basis of seniority, provided the employee is qualified to perform the work required.

ARTICLE 11 TRANSFERS

11:01 Employees who are qualified may be temporarily interchanged or transferred from one Department to any other Department 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 the rate of pay or potential earnings during the life of the Collective Agreement and further provided that no employee shall be laid off or displaced by reason of such interchange or transfer.

No employee shall be transferred to a post outside the Bargaining Unit without his/her consent.

ARTICLE 12 ABSENCE FROM WORK

12:01 (a) Should any employee, through no fault of his/her own, be absent from work, he/she shall not be discriminated against on that account provided that he/she shall have, where possible, given to his/her Supervisor notice of his/her absence not later than 8:00 a.m. to enable the Supervisor to make arrangements for his/her replacement during his/her absence.

(b) However, should an employee be absent, through no fault of his/her own, without giving the Supervisor notice of his/her absence prior to 8:00 a.m., he/she 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 of such absenteeism, without notification as required above, the employee concerned may become subject to disciplinary action resulting in suspension.

(c) Leave of absence with pay and without loss of seniority not exceeding fourteen (14) man days in number per year, shall be granted upon request to Council, by the Union, to employees elected or appointed to represent the Bargaining Unit at seminars of the Union and the Provincial Conventions of the Newfoundland Association of Public Employees.

* (d) An employee shall be granted special leave without loss of pay for five (5) days immediately following the death of the parents, siblings, child(ren), spouse, legal guardian, common-law spouse, children of common-law spouse, grandparents, grandchild, children-in-law, parents-in-law. Common-law is defined as individuals who have been living together for at least twelve (12)

consecutive months.

- (e) Two (2) days leave of absence shall be granted in the event of the death of an employee's sister-in-law, brother-in-law of such employee. These two (2) days absence shall be for the purpose of attending the funeral.
- (g) 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.
- (h) The employee may be required to furnish proof of relationship to the deceased to the Council representative.
- (i) The Council shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as a juror or witness in any Court.
- (j) The employee will present proof of service that he/she attended as a juror or witness.
- (k) Any remuneration the employee receives from the Court will be over and above his/her pay and benefits from the Employer.
- (l) Employees shall suffer no loss of pay as a result of attendance at Negotiating Committee meetings or caucus meetings of the Committee.
- (m) All full-time employees with the exception of probationary employees shall be granted special leave with pay for three (3) days each year to attend to the needs of a family member, attend to an emergency at home or family emergencies or to accompany a family member to a medical appointment. All remaining employees, with the exception of probationary employees, shall be granted special leave on a pro-rata basis. The employee shall provide as much notice as possible. Documentation will be provided as required by the Employer.

Family Leave/Special Leave Requirements:

- (i) Provide to the Employer valid reason why such leave is required.
- (ii) Demonstrate to the Employer that the employee has made

every effort to a reasonable extent to schedule the event in question during off duty hours but has been unable to do so.

- (iii) Provide as much notice to the Employer as is reasonably possible.

ARTICLE 13 INSURANCE PROGRAM AND PENSIONS

13:01 (a) Council Agrees to pay 5% of regular gross salary into the Town of Channel-Port aux Basques Group Pension Plan for all regular full-time employees during the life of this Collective Agreement.

(b) Council agrees to pay 5% of regular gross salary into the Town of Channel-Port aux Basques Group Pension Plan for part-time, temporary employees who elect to participate in the Pension Plan.

13:02 (a) During the life of this Agreement, regular full-time employees shall participate in Group Life, Medical and Long-Term Disability Insurance Plans. Cost of the noted plans shall be shared on a sixty percent (60%) payment by the Employer and forty percent (40%) payment by the employee.

(b) In accordance with the present Insurance Plan, Council agrees to pay up to two (2) weeks' salary if illness continues beyond Employment Insurance Benefits.

ARTICLE 14 VACANCIES AND NEW JOBS

14:01 When a vacancy occurs in any classification covered by this Agreement, such vacancy shall be posted on the bulletin boards of the Council, which are accessible to all the employed, for a period of not less than five (5) working days so as to give all interested employees an opportunity to make application for the posted vacancy. Senior employees making application shall be given preference provided their qualifications meet the minimum requirements for the vacant classification.

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 (2) parties cannot agree on the rate of wages to be paid in the new classification, the matter will be submitted to

Arbitration and in any event, the new rates will be effective on the day that the new classification came into being.

Both parties agree to:

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

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the minimum required qualifications.

ARTICLE 15 HEALTH AND SAFETY

- 15:01
- (a) The Employer agrees to accept all relevant legislation as minimum acceptable standards and all employees shall be covered by the Workers' Compensation Act.
 - (b) A joint Health and Safety Committee shall be established, and its size and structure shall be as stated in the Agreement. Worker members must be selected by the Union and shall represent at least fifty percent (50%) of the Committee's membership. Committee members should have the power to shut down machines or areas, pending investigation by the entire Committee; to make periodic inspections of the workplace; to investigate accidents; to accompany inspectors; to have regular meetings with the Employer to discuss and resolve health and safety concerns; to keep written records and minutes, and to represent Bargaining Unit workers on all health and safety matters.
 - (c) Employees shall be offered the Hepatitis B shot if they so wish, at no cost to the employee.

ARTICLE 16 SENIORITY

- 16:01
- (a) Seniority shall be from the original date of hire with the Town of Channel-Port aux Basques and shall operate on a Bargaining Unit wide basis.
 - (b) An up-to-date seniority list shall be posted on all bulletin boards

in January of each year showing each employee's service from the date of hire. Ninety (90) working days will be allowed for any employee to protest an incorrect listing.

16:02 Newly hired employees shall be considered on probation for a period of ninety (90) working days from the date of hire.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge and the provisions of the Group Health and Welfare Plan. 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 the termination. After completion of the probationary period, seniority shall be effective from the original date of hire. If an employee is transferred on a temporary basis to a post outside of the Bargaining Unit, he/she shall continue to accumulate seniority as though he/she remained employed in the Bargaining Unit.

16:03 An employee hired for a specific period of not less than ninety (90) days or as relief, will accumulate seniority on a day-to-day basis in the same manner with that employee and such seniority will remain with that employee when laid off for the purpose of determining his/her right and order to recall subject to Clause 16:04 of this Agreement.

16:04 (a) An employee shall not lose seniority rights, if he/she is absent from work because of absence approved by Council, sickness, accident or layoff.

(b) An employee shall only lose his/her seniority rights in the event:

- (i) he/she is discharged for just cause;
- (ii) he/she is absent from work without notifying the appropriate person for five (5) days unless notice was not reasonably possible;
- (iii) employees laid off due to reduction in staff who fail to return to work on recall or fail to answer a registered letter at his/her last known address within seven (7) days of mailing to return to work shall forfeit all seniority rights unless agreed upon by both parties.

ARTICLE 17 GRIEVANCE PROCEDURE

17:01

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) Provide a clear definition of grievance and what constitutes a grievance.
- (b) An employee who feels that he/she is aggrieved as defined shall, within five (5) working days of becoming aware of the occurrence leading to the grievance, with his/her Shop Steward, submit the grievance in writing to his/her Supervisor or designate, at which time an earnest effort will be made to settle the grievance. The Supervisor shall render his/her decision, in writing, within five (5) working days after receipt of the grievance.
- (c) Failing settlement at Step (b), the employee with the Steward may, within five (5) working days of receiving the reply at Step (b), submit the grievance in writing to the Town Manager who shall give a response within five (5) working days.

If either party requests, the parties shall meet to discuss the circumstances of the grievance within five (5) working days of the receipt of the grievance at Step (c) and in such event, the Town Manager shall respond in writing within five (5) working days of the meeting rather than stated above.

- (d) Failing settlement of the dispute at Step (c), the matter may be referred to arbitration within fifteen (15) working days of receipt of the decision at Step (c).

The time limits fixed by this Article shall be considered mandatory. Failure to meet same by the Association shall be fatal to the grievance. If the Employer fails to meet the time limits so fixed by this Article, the grievance shall be deemed to be upheld and the redress sought implemented.

It is understood and agreed that the Union shall have the right to originate a grievance on behalf of any employee, or group of employees within the Bargaining Unit or on behalf of the Union as a whole. A grievance on behalf of the Union as a whole may be referred to the Town Manager, as referenced in Clause 17:01 (c) above, in the first instance but all other grievances shall follow the regular Grievance Procedure.

ARTICLE 18 ARBITRATION

18:01 Subject to Article 17 and for the purpose of final settlement of any difference, dispute or grievance between the Council and the Union or its members 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 to this Agreement.

In the selection of the independent Arbitrator, the following shall apply:

- (a) Within ten (10) days following receipt of correspondence declaring the Union's intention to refer the matter to arbitration, the Union and the Employer shall mutually agree upon the selection of the independent Arbitrator.

- (b) Failing to mutually agree on the independent Arbitrator, the Minister of Human Resources Labour and Employment for the Province of Newfoundland and Labrador will be requested by either of the parties to appoint the independent Arbitrator.

18:02 The independent Arbitrator may determine his/her own procedure but shall give full opportunity to all parties to present evidence and make representation. The Arbitrator shall, within seven (7) days of appointment, commence proceedings and shall, after completion of hearings, render a decision within a further seven (7) days.

18:03 The Arbitrator shall have authority to rule over only these matters referred to him/her in this dispute and shall have jurisdiction to settle all issues referred including the question of arbitrability with power to modify disciplinary measures imposed by the Employer, but he/she shall not have power to amend or alter this Agreement in any way.

18:04 Each party to this Agreement shall pay one-half ($\frac{1}{2}$) of the fees and expenses submitted by the Arbitrator.

18:05 The time limits set forth in this Article may be varied by mutual consent of the parties to this Agreement.

18:06 At any stage of the Grievance or Arbitration Procedures, the parties may have the assistance of the employee concerned as a witness, and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or Arbitrator to have access to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 19 TRANSPORTATION

19:01 * Employees required to travel on Employer's business and must use their own vehicle will be paid a travel allowance on an needed and as required basis of sixty-six dollars (\$66.00) per week.

ARTICLE 20 EMPLOYEE'S RECORDS

20:01 An employee's record shall at all reasonable times be available for his/her inspection and with the employee's permission, available to the Union.

20:02 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.

20:03 Any offense which has become a part of an employee's record will be removed from his/her record when twelve (12) months have elapsed providing no recurrence of the same offense has occurred in that period of time.

20:04 An employee shall be notified in writing of any expression of dissatisfaction concerning his/her work.

20:05 If an employee is not notified in writing of any expression of dissatisfaction concerning his/her work within thirty (30) working days of the event of any such complaint, such expressions shall not become a part of his/her record for use against him/her at any time.

ARTICLE 21 SUSPENSION AND DISCHARGE

21:01 (a) Where a complaint is received by any employee with respect to the actions of the employee during the performance of his/her duties, the employee shall be fully advised in writing of the details of the complaint.

If a complaint is received, written or verbal, and the full details are provided to the employee, the employee together with a Shop Steward, the Local President and/or a full time representative, shall meet with the Employer to discuss the complaint and to provide rebuttal, if deemed necessary.

If this procedure is not followed there shall be no disciplinary

action imposed by the Employer.

- (b) Whenever the Council or Council representative deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of any act complained of or omission referred to, or that dismissal may follow if such employee fails to bring his/her work up to the required standard by a given date, the Council representative shall, within (5) days thereafter, give written particulars of such censure to the employee concerned and to the Union. Should the employee or the Union feel that the censure or warning is unwarranted, the matter may be taken up as a grievance. If it is decided that the warning was not deserved, it shall be withdrawn and not go on his/her record.

21:02

An employee may be discharged, but only for just cause and only upon the authority of Council. The Council representative may suspend an employee and shall, within five (5) working days, report such action to Council. When an employee is suspended, he/she shall be given the reason for such suspension by the Council representative in the presence of the Union representative.

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.

An employee considered by the Union to be wrongfully discharged shall be entitled to a hearing under the Grievance Procedure.

21:03

Justice and Dignity

- (a) An employee who is suspended or discharged shall be returned to active work and retained until any grievance contesting such suspension or discharge is finally resolved through the Grievance and Arbitration Procedures.
- (b) Grievances involving employees who are retained at work under this provision shall be processed pursuant to an expedited Arbitration Procedure using a single Arbitrator.
- (c) The employee may be removed from active duty pending resolution of the grievance if the cause for discipline is due to dishonesty, drunkenness, recklessness, gross negligence, harassment, insubordination, violation of Council Policies or for

concerted refusal to perform the assigned work. Such removals or suspensions shall be with full pay for a period of five (5) days and without pay beyond that point.

- (d) If the Arbitrator upholds the discipline or break in service, the penalty shall be instituted after receipt of the arbitration decision only.

21:04 Where an employee is required to attend a meeting with the Employer, which concerns or precedes a disciplinary matter, the Employer shall notify the employee of his/her right to be accompanied by the Shop Steward or a representative of the Union.

ARTICLE 22 LAYOFFS AND RECALLS

22:01 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 provided they are qualified to do the work required. Seniority, for the purpose of this Clause, shall be on a Bargaining Unit wide basis.

22:02 All permanent employees who are to be laid off shall receive thirty (30) working days' notice, in writing, of such layoff.

Temporary, part-time, and seasonal employees shall receive two (2) weeks' notice of layoff in writing. (Refer to Letter of Understanding #3.)

For the purpose of the notice in this instance the weeks shall be in working days.

Extensions of these notices shall be on a week-to-week basis with a week being working days.

ARTICLE 23 SICK LEAVE

23:01 Commencing on January 1, 2003, Council agrees to credit all employees a maximum of twelve (12) working days sick leave per year.

Definition - 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 Workplace, Health, Safety and

Compensation Act.

Employee's Responsibility - Employees unable to work for their scheduled hours by virtue of sickness shall call his/her Supervisor of designated at least one (1) hour before the scheduled start time for their scheduled work day/shift in order to notify their immediate Supervisor that they will be absent.

Part-time, temporary, and seasonal employees shall receive this benefit on a pro rata basis.

Upon termination of employment, employees shall be paid twenty-five percent (25%) of the value of accumulated sick leave.

Employees who presently have accumulated more than one hundred (100) days sick leave, will be permitted to retain their current accumulated days.

In the event that an employee uses more than his/her annual twelve (12) day allotment per year, additional sick days would be deducted from his/her accumulated days, until such time as the accumulation reaches one hundred ten (110) days.

23:02 When an employee has reached the maximum of the sick leave which may be awarded to him/her in accordance with this Article, he/she shall at his/her option, if he/she is still unfit to return to duty proceed on annual leave, including current and accumulated if he/she is eligible to receive such leave or if not on special leave without pay.

23:03 Upon request from an employee, the Employer will provide written correspondence outlining the balance of their unused sick leave as well as any other unused balances.

23:04 (a) After an employee uses six (6) days of sick leave in any calendar year, for which no medical certificate was provided, that employee shall submit a medical certificate for each and every day of sick leave thereafter. The medical certificate shall be from a medical doctor and in a form acceptable to Council. Any cost associated with the employee providing a medical certificate shall be the responsibility of the employee. A medical note will be required after two (2) consecutive days of sick leave.

(b) Notwithstanding the foregoing statement, the Employer, in cases of suspected abuse shown by an established pattern of sickness, reserves the right to request a medical certificate for any period

of illness.

- (c) In instances where employees are required, by the Employer, through the notwithstanding Clause, to provide a certificate from a qualified medical practitioner, the cost of obtaining such certificate shall be the responsibility of the employee.
- (d) Sick Leave Deduction - With the prior approval of his/her Supervisor, employees shall be allowed to take up to three (3) hours of sick leave in order to enate in personal preventative medical and dental care, which will not be deducted from his/her sick leave bank. If more than three (3) hours is used the total hours will be deducted from sick leave allotment. This does not apply to out-of-Town appointments.

23:05 Upon the death of an employee, the employee's beneficiary will receive four (4) weeks' pay in addition to any benefits already earned.

ARTICLE 24 PAY TIMES

24:01 Employees are to be paid up to every second Saturday and to receive their pay cheques not later than 12:00 noon on the following Friday.

24:02 An itemized statement showing regular earnings, overtime, shift differential, call-backs, retroactive pay (where applicable) and all deductions including Income Tax, EI, Pension Premiums, Group Life Medical Insurance Premiums, Savings Bonds (where applicable), School Tax (where applicable), Union Dues and any other deductions authorized by the employee or ordered by a Court of Law.

ARTICLE 25 ENFORCEMENT AND DURATION

25:01 * The Union and Council undertake performance of the terms of this Agreement and hereby agree that all terms of this Agreement shall be fully performed and carried out by the Union and this Council, and that the Union and the Council will enforce as far as possible all decisions agreed upon by the Union and Council as well as all decisions of an Arbitrator appointed under this Agreement.

This Agreement shall be deemed to have become effective January 1, 2023 and shall remain in force and effect until December 31, 2026 and from year to year thereafter, unless notice of termination in writing is given by either party not more than ninety (90) days prior to termination

or less than thirty (30) days prior to termination in any year and negotiations shall commence within twenty (20) days of such written notice.

ARTICLE 26 CORRESPONDENCE

26:01 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Town Manager and the President of the Union and/or any full time representative of the Union with a copy to the Secretary of the Local.

ARTICLE 27 LABOUR MANAGEMENT AND OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

27:01 There shall be established a Labour Management and an Occupational Health and Safety Committee for the purpose of meeting and conferring on matters that are not properly the subject matter of a grievance or negotiations.

The Labour Management Committee shall consist of two (2) Council representatives, the Town Manager and three (3) representatives of the Bargaining Unit.

The Occupational Health and Safety Committee shall consist of two (2) Council representatives, the Town Manager and three (3) representatives of the Bargaining Unit.

27:02 Where employees require specialized training related to positions and duties, it will be offered upon availability at the Employer's cost.

ARTICLE 28 MATERNITY/PATERNITY LEAVE

28:01 Council agrees to grant leave of absence without pay or loss of seniority for the purpose of maternity/paternity leave.

ARTICLE 29 JOB DESCRIPTIONS

29:01 Job descriptions shall be provided during the life of this Agreement for all classifications, ninety (90) days after the signing of this Agreement.

ARTICLE 30 AMENDMENTS

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

ARTICLE 31 SEVERANCE PAY

- 31:01 (a) Upon completion of five (5) full years of service and thereafter, an employee upon retirement (normal, disability or early) shall receive one (1) week's pay for each full year of service.
- (b) Upon completion of ten (10) full years and up to nineteen (19) full years of service and upon layoff due to shortage of work an employee shall receive one (1) week's pay for each completed year of service.
- (c) Upon completion of twenty (20) full years of service and upon layoff due to shortage of work an employee shall receive pay equal to fifty-two (52) weeks of salary.

ARTICLE 32 JOB SECURITY

32:01 The Employer agrees not to contract out work normally done by employees of the Bargaining Unit and further agrees to guarantee that during the life of the Agreement, contracting out will not result in any reduction in the number of permanent positions currently filled by employees on the seniority roster.

32:02 The Employer further agrees that future vacancies created as a result of attrition shall be posted immediately and filled within sixty (60) calendar days.

32:03 Individuals in other positions (temporary, seasonal, part-time) shall be laid off and recalled as work becomes available.

32:04 The Employer shall provide assurances that Council will maintain twelve (12) full-time, permanent positions for the most senior qualified employees throughout the life of this agreement. (Refer to Letter of Understanding #4.)

Furthermore, the Employer shall provide assurance that Council will provide four (4) seasonal positions for the most senior qualified

employees, with a minimum of 425 hours of work per year throughout the life of this agreement.

It is further agreed that with the exception of: voluntary retirement; permanent disability; resignation; and/or dismissal, these positions shall remain intact throughout the life of this agreement.

ARTICLE 33 TEMPORARY ASSIGNMENT OUTSIDE THE BARGAINING UNIT

33:01 Employees assigned as relieving Managerial Staff shall be paid the top rate as specified in the Collective Agreement at the time plus five percent (5%).

In the event the employee is required to occupy the position for more than six (6) months he/she shall receive the rate regularly paid to the full time Managerial Staff.

ARTICLE 34 UPGRADING

34:01 Where employees are to be considered for additional training or upgrading and provided the employees qualifications meet the requirements for entrance into such training or upgrading program, then preference will be given to employees on the basis of seniority.

ARTICLE 35 PROTECTIVE CLOTHING

35:01 * (a) All employees shall be provided, at no cost to the employee, the following items of protective gear:

- (i) hard hat;
- (ii) safety goggles;
- (iii) dust masks;
- (iv) noise suppressors;
- (v) protective aprons (Lab);
- (vi) one pair of long-sleeved rubber gloves;
- (vii) coveralls (welder/mechanic)
- (viii) gloves (welder/mechanic)

* (b) With the exception of probationary employees, the Employer agrees to provide up to a maximum of five hundred dollars (\$500) per year to each full time, permanent employee for the purchase of protective clothing such as rubber gloves, work gloves, rubber

boots, rubber/oil suits, coveralls, safety footwear and protective clothing for office staff as determined by the Employer. Up to a maximum of five hundred dollars (\$500) per year will be provided to part-time, seasonal employees on a pro rata basis. Disbursements to each employee will be made no more than twice per calendar year and upon the employee providing the Employer with proof of purchase.

- (c) Office Staff who damage their personal clothing at work will be reimbursed at the discretion of the Manager after submission of damaged clothing claim.

ARTICLE 36 EARLY AND SAFE RETURN TO WORK

36:01 The Employer and the Union agree to cooperate on Early and Safe Return to Work initiatives in accordance with the Workplace Health, Safety and Compensation Act. Any employee in an Early and Safe Return to Work initiative or who has a concern with workplace safety may involve a Union Representative in related meetings and the Employer will inform such employee of such right.

ARTICLE 37 SALARY

37:01 * (a) All employees' salaries are to be increased retroactive to January 1, 2023 as follows as per Schedule A:

January 1, 2023	4%
January 1, 2024	2%
January 1, 2025	2%
January 1, 2026	2%

- (b) The probationary rate of pay shall be set at 85% of the applicable classification for employees during their probationary period.
- (c) Additional deductions upon request from individual employees to cover cost of insurance premiums, while in layoff, shall be made at the expense of the employee.
- (d) Employees of the Welder/Mechanic Classification shall receive a tool allowance on January 1 of each year, in the amount of one hundred and fifty dollars (\$150.00) per year.

SCHEDULE "A"

CLASSIFICATION	JAN 1, 2023	JAN 1, 2024	JAN 1, 2025	JAN 1, 2026
Mechanic/Equipment Operator	\$29.13	\$29.71	\$30.30	\$30.91
Equipment Operator	\$27.05	\$27.59	\$28.14	\$28.70
Labourer	\$25.44	\$25.95	\$26.47	\$27.00
Sports Complex Operator	\$25.97	\$26.49	\$27.02	\$27.56
Office Clerk I	\$23.56	\$24.03	\$24.51	\$25.00
Office Clerk II	\$25.44	\$25.95	\$26.47	\$27.00
Office Clerk III	\$27.05	\$27.59	\$28.14	\$28.70
Water Filtration & Treatment Plant Operator I	\$28.39	\$28.96	\$29.54	\$30.13
Water Filtration & Treatment Plant Operator II	\$29.19	\$29.77	\$30.37	\$30.98
Lead Hand	\$28.45	\$29.02	\$29.60	\$30.19
Welder/Mechanic	\$29.13	\$29.71	\$30.30	\$30.91

Probationary Rate – 85% of the rate of the particular classification.

Equipment Operators shall be responsible for normal preventative maintenance.
Example: Greasing Machinery.

MEMORANDUM OF UNDERSTANDING

INSURANCE PROGRAM AND PENSIONS

The Town Manager agrees to a review the existing insurance benefit outlined under Article 13 with the intent to explore ant cost that would be associated to adding Dental to the Plan that will be in the best interest of all employees.

The Town Manager agrees to present his findings to the employees upon completion of his review and discuss possible options with regards to the implementation of potential benefits.

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



Will Tremblett
MEMBERSHIP SERVICING OFFICIER

SIGNED ON BEHALF OF
THE TOWN OF CHANNEL-PORT
AUX BASQUES



Leon MacIsaac
TOWN MANAGER

MEMORANDUM OF UNDERSTANDING

Re: Training

As per Article 27, Clause 27:02, the list of training includes, but is not limited to the following:

First Aid
Powerline Hazards
Confined Space
Fall Arrest
Occupation Health & Safety
WHIMS
Dangerous Goods
Power Tool Handling
Traffic Control
Chlorine Handling
Wastewater Collection I
Wastewater Collection II
Certified Pool Operator
Trenching Excavating

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



Will Tremblett
MEMBERSHIP SERVICING OFFICIER

SIGNED ON BEHALF OF
THE TOWN OF
CHANNEL-PORT AUX BASQUES



Leon MacIsaac
TOWN MANAGER

MEMORANDUM OF UNDERSTANDING

Re: Waste Management

Should the Waste Management Site reopen, the classification of Waste Management Operator will be reinstated as a bargaining unit position, with updated wages and language to be negotiated at such a time.

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



Will Tremblett
MEMBERSHIP SERVICING OFFICIER

SIGNED ON BEHALF OF
THE TOWN OF
CHANNEL-PORT AUX BASQUES




Leon MacIsaac
TOWN MANAGER

LETTER OF UNDERSTANDING

Re: Hours of Work (Article 6:01 (d))

This is to confirm that, on a trial basis only, Council agrees to extend the period of "summer hours" beyond the time frame set out in Article 6:01 (d).

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



Will Tremblett
MEMBERSHIP SERVICING OFFICIER

SIGNED ON BEHALF OF
THE TOWN OF
CHANNEL-PORT AUX BASQUES



Leon MacIsaac
TOWN MANAGER

LETTER OF UNDERSTANDING

Re: Layoffs and Recalls (Article 22:02)

This is to confirm Article 22:02 does not apply to employees assigned to temporary work of an unexpected duration of two weeks or less.

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



Will Tremblett
MEMBERSHIP SERVICING OFFICIER

SIGNED ON BEHALF OF
THE TOWN OF
CHANNEL-PORT AUX BASQUES



Leon MacIsaac
TOWN MANAGER

LETTER OF UNDERSTANDING

Re: Job Security (Article 32:04)

Council agrees to continue to exempt 12 employees from lay off with the except of voluntary retirement; permanent disability; resignation and/or dismissal.

Classifications and employees effected will be agreed between the parties.

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



Will Tremblett
MEMBERSHIP SERVICING OFFICIER

SIGNED ON BEHALF OF
THE TOWN OF
CHANNEL-PORT AUX BASQUES

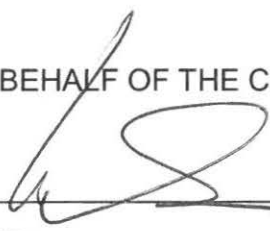


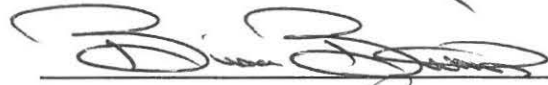
Leon MacIsaac
TOWN MANAGER

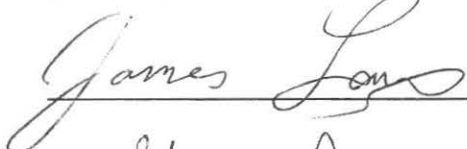
SIGNED this 9th day of JUNE, 2023.

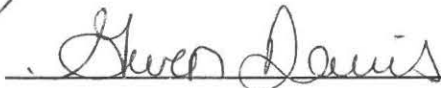
IN WITNESS WHEREOF the parties hereto have hereunto their hand and seals subscribed and set the day and year first before written.


ON BEHALF OF THE CHANNEL-PORT AUX BASQUES TOWN COUNCIL:





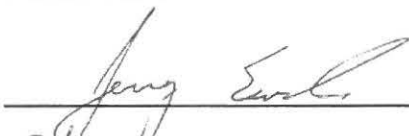


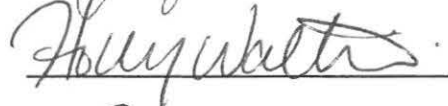


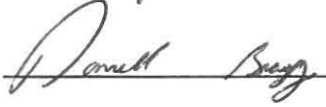



WITNESS

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











WITNESS