



**COLLECTIVE AGREEMENT**

**between**

**GRAND BANK RECREATION COMMISSION**

**and**

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

**EFFECTIVE:**

**January 1, 2023 - December 31, 2026**

**THIS AGREEMENT** made this 31<sup>st</sup> day of August, Anno Domini, Two Thousand and Twenty Three;

BETWEEN:

**GRAND BANK RECREATION COMMISSION**

of the one part;

AND

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

of the other part;

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



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**ARTICLE 1**    **PREAMBLE**

- 1:01            The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Association and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by the Agreement.
- 1:02            In the event that there is a conflict between the context of this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or policies.

**ARTICLE 2**    **MANAGEMENT RIGHTS**

- 2:01            The Association recognizes and agrees that all the rights, powers and authority both to operate and manage the Commission under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedures.

**ARTICLE 3**    **DEFINITIONS**

- 3:01            For the purpose of these conditions:

- (a)    "Classification" means the identification of a position by reference to a class title and pay range number.
- (b)    "Association" means the Newfoundland and Labrador Association of Public and Private Employees.
- (c)    "Commission" is the Grand Bank Recreation Commission.
- (d)    "Day of rest" means a calendar day on which the employee is on leave of absence.
- (e)    "Day" means a working day unless otherwise noted.
- (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

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a classification carrying a lower pay range number.

- (g) "Employee" or "employees" where used, is a collective term except as otherwise provided herein including all persons employed in the categories of employment contained in the bargaining unit. Whenever the masculine is used in this Agreement, it shall refer equally to the feminine.
- (h) "Employer" means the Recreation Commission represented by the Commission.
- (i) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday.
- (j) "Layoff" means a cessation of employment of an employee because of lack of work or because of the abolition of a post, or because of a reduction in the hours of work, but retains all rights in accordance with Article 13.
- (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 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 if and only if his/her work day exceeds eight (8) hours per day or forty (40) hours per 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 or part-time basis without reference to any specified date of termination of service.
- (q) "Probationary employee" means a person who is employed on a full time or part-time basis but who has worked less than the

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prescribed probationary period.

- (r) "Probationary period" means a period of twelve (12) weeks or four hundred and eighty (480) hours, whichever is greater, from the date of employment.
- (s) "Promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification giving a higher pay range number.
- (t) "Reclassification" means any change in the current classification of an existing position.
- (u) "Schedule" means in writing and posted in an accessible place to all employees.
- (v) "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.
- (w) "Standby" means any period of time during which an employee 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 whose employment 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) "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.
- (z) "Year" means the period extending from the first day of January in one year to the thirty-first day of December in the same year.
- (aa) "Vacancy" means an opening which is either permanent, part-time, or of a temporary nature for more than four (4) weeks as outlined in Article 14.
- (bb) "Full-time Employee" means a person who is regularly scheduled to work the full number of working hours in each work week for his/her classification without reference any specified date of termination of service.



**ARTICLE 4**      **RECOGNITION**

4:01            The Employer recognizes the Association as the sole and exclusive bargaining agent for all classes of employees as listed in the Certification Order issued by the Labour Relations Board and any class or position as mutually agreed between the parties since the above-noted order was issued and all employees whose place of employment is the Grand Bank Recreation Commission.

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

4:03            Work of the Bargaining Unit

Persons who are not within the bargaining unit shall not perform any work of the bargaining unit.

4:04            No Other Agreements

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

4:05            No Discrimination - Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise by reasons of age, race, creed, color, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of his/her membership or activity in the Association.

4:06            In the interest of maintaining a harmonious relationship between the Commission, its employees and the Association, both parties to this Agreement recognize the value and rights of Shop Stewards and Local President. By investigating complaints of an urgent nature, investigating, preparing and presenting grievances on behalf of employees, carrying out assigned safety committee responsibilities and attending management meetings when requested, it is hoped that Shop Stewards will encourage and protect a proper Employer/employee relationship in the work place.

4:07            Bulletin Boards

The Commission shall provide bulletin board facilities for the exclusive use of the Association, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business

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affairs of the Association.

4:08 Association Access

- (a) Employees shall have the right at any time to have the assistance of a full time representative of the Association on all matters relating to Employer/ employee relationships. Association representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from their supervisor and such permission will not be unreasonably withheld.
- (b) Permission to hold meetings on the premises shall in each case be obtained from the Employer and such meetings shall not interfere with the operations of the Employer.

**ARTICLE 5**      **ASSOCIATION SECURITY**

5:01 All employees within the bargaining unit shall become and remain members in good standing of the Union as a condition of employment. Any new employees within the scope of the bargaining unit shall as a condition of employment become members in good standing at the commencement of their employment.

5:02 Such employees will be advised that the Employer will not recognize any withdrawal of membership after being hired.

5:03 Upon employment an employee will be provided with information concerning:

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment; and

where copies of the Collective Agreement have been provided to the Commission by the Association employees will receive a copy.

5:04 Where a Shop Steward is available, the employee will be provided with the name of the Shop Steward and be introduced to him/her as soon as possible.

5:05 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that an

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Association agreement is in effect and with the conditions of employment set out in the Articles dealing with Association Security and Dues Check-Off.

**ARTICLE 6**      **CHECK-OFF**

6:01            The Employer shall deduct from the salary or wages of all employees within the bargaining unit the amount of membership dues and forward same monthly to the Association accompanied by a list of employees showing:

- (a)    the contributions of each;
- (b)    the employee's full name and classification and social insurance number; and
- (c)    changes from previous list, e.g. additions, deletions, employee status, layoff, resigned, promoted outside the bargaining unit, etc.

6:02            The Employer agrees that when issuing T-4 slips the amount of membership dues paid by an employee to the Association during the current year will be recorded on his/her T-4 statement.

6:03            The Association shall inform the Employer of the authorized deductions to be made.

**ARTICLE 7**      **CORRESPONDENCE**

7:01            All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Recreation Director and the President of the Association and a copy to the Chief Shop Steward.

**ARTICLE 8**      **GRIEVANCE PROCEDURE**

8:01            Definition of Grievance

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

8:02            Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Association Stewards to assist any employee in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

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8:03            Shop Stewards

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

8:04            Names of Stewards

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

8:05            Processing of Grievances

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

8:06            Permission to Leave Work

It is agreed that Shop Stewards will not absent themselves from their work location for the purpose of handling grievances without first obtaining permission of the Shop Steward's Supervisor and that permission will not be unreasonably withheld.

8:07            Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

**Step 1**

The aggrieved employee shall, within five (5) working days after becoming aware of the occurrence of the grievance, together with his/her Shop steward bring the grievance to the attention of his/her Supervisor. Every reasonable effort shall be made to resolve the grievance at this Step.

**Step 2**

Should Step 1 fail to satisfy the aggrieved employee, then he/she has an additional ten (10) days from the date of receipt of the decision at Step 1 to submit the grievance in writing to the Recreation Director, who shall within ten (10) days of receipt of the grievance at Step II, for the purpose of investigating the grievance, shall form a Committee consisting of two (2) representatives of the Union, to be appointed by the Union, and two (2) representatives of the Employer, to be appointed by the Employer. The names of the Committee members of the Grievance Committee shall be appointed within ten (10) days of the receipt of the grievance by the Recreation Director. The Grievance Committee shall meet and shall give its decision within ten (10) days of the date of the Committee meeting. If the matter is not mutually resolved by the Committee, then the Employer representatives will send their decision with a brief summary of



the Committee's deliberations to the grievor, with a copy being sent to the Union.

**Step 3**

If the grievance is still not satisfactorily settled by the foregoing procedure under Step 2, either party to this agreement may submit the grievance to arbitration within fourteen (14) calendar days in accordance with Article 9.

8:08 Time Limits

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

8:09 Policy Grievance

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

8:10 Association May Institute Grievance

The Association and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8:11 Replies in Writing

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

8:12 Facilities for Grievance Meetings

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

8:13 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 32:01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.



8:14            Technical Objection to Grievances

No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a step in the Grievance Procedure.

8:15            In the case of discipline, dismissal, and suspensions pending dismissal, the grievance may be submitted in the first instance at Step 2 of Clause 8:07.

8:16            A full-time representative of the Union may be called in by the employee(s) at any Step of the Grievance Procedure. The grievor may be present during all steps of the Grievance Procedure.

8:17            Employees shall have the right to grieve against suspensions, and alleged unfair treatment on promotions or transfer and such grievances may be submitted in the first instance at Step 2 of Clause 8:07.

8:18            An employee who is a member of the Grievance Committee referred to under Step 2 of Clause 8:07 and/or grievor shall not suffer any loss of pay for any time lost in processing complaints or attending grievance meetings.

8:19            Failure to Settle Grievance

(a)            Where the grievance procedure has failed to settle the grievance, the parties may elect to have the matter referred to grievance mediation process of the Department of Labour prior to electing to proceed to arbitration as outlined in Clause 8:07, Step 3. IF the mediation process fails to resolve the issue, either party may then refer the matter to arbitration in accordance with Article 9.

(b)            Where a grievance is submitted to mediation, such submission shall not in any way affect the time limits or any other provision of the Arbitration Procedure.

**ARTICLE 9**        **ARBITRATION**

9:01            Notification of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered or certified mail addressed to the other party of the Agreement. The request shall include a suggested name to act as sole Arbitrator in the dispute.



9:02 Failure to Agree

If the parties fail to agree on an acceptable Arbitrator, the Minister of Labour shall appoint an Arbitrator upon the request of either party.

9:03 Arbitration

The Arbitrator shall determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representations. In his/her attempts at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. He/she shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time of appointment.

9:04 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which he/she deems just and equitable.

9:05 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision which he/she shall do within ten (10) days.

9:06 Expenses of the Arbitrator

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

9:07 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by mutual agreement between the parties.

9:08 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee concerned as witness and any other witness. Employees appearing as witnesses shall not suffer any loss of pay or benefits when required to leave their employment.



9:09

Conflict of Interest

No person

- (a) who has any pecuniary interest in the matters referred to the Arbitration Board; or
- (b) who is acting or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties;

shall be appointed to act as Arbitrator.

**ARTICLE 10**

**LABOUR MANAGEMENT COMMITTEE**

10:01

Establishment of Committee

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

10:02

Function of Committee

The Committee shall concern itself with the following general matters:

- (a) promoting safety and sanitary practices;
- (b) reviewing suggestions from employees, questions or working conditions and service (but not grievances concerned with service);
- (c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

10:03

Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. Employees shall not suffer any loss of pay for the time spent with this Committee.

10:04

Chairperson of the Meeting

The meetings of the Committee shall be chaired by the Employer's



representative and the Vice Chairperson will be selected by the Association.

10:05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson and Vice Chairperson as promptly as possible after the close of the meeting. The Chairperson and Vice Chairperson shall each receive four (4) copies of the minutes within three (3) days following the meeting.

10:06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Association or of the Employer and does not have the power to bind either the Association or its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Association and the Employer with respect to its discussions and conclusions.

**ARTICLE 11 STATE OF EMERGENCY DUE TO WEATHER CONDITIONS**

11:01 Adverse Weather Conditions

The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Employer or the appropriate provincial or municipal authority:

- (a) All employees are required to report to work unless otherwise instructed not to do so by the Employer.
- (b) When an employee through no fault of his/her own is unable to report to work because of a declared state of emergency or adverse weather, such employees shall suffer no loss of pay or other benefits nor shall he/she be required to make up, in any way, for time lost due to not reporting for work.
- (c) Notwithstanding 11:01 (a) above, the Employer reserves the right to close down or reduce staffing levels in any department(s), in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of 11:01 (b) above.
- (d) For the purpose of this Article, the Employer is defined as the Recreation Director or his/her designated representative at the Grand Bank Recreation Commission.



11:02 If employees are sent home by the Employer, they shall not be required to compensate the Employer for such time lost.

**ARTICLE 12**     **PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE**

12:01     (a)     Probationary Period

The probationary period shall be twelve (12) weeks for permanent full time employees or four hundred and eighty (480) hours for temporary or part-time employees.

(b)     Discharge Procedure

The Employer has and has had the right to discipline and discharge employees for just cause. However, any employee who is past the probationary period and claims to have been unjustly disciplined, discharged or suspended shall have the right to be heard in accordance with the Grievance Procedure under this Agreement. Any employee who is disciplined, discharged or suspended shall be provided with written notification within five (5) working days of the incident. Such written notification shall state the reason for discipline, discharge or suspension.

(c)     Termination of Probationary Employees

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

12:02     Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately re-instated in his/her former position without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

12:03     Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall within five (5) working days of the incident, give written particulars of such censure to the employee

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involved.

12:04

Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within five (5) working days of the Employer's becoming aware of the event of the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time. The employee's written reply to such notification of dissatisfaction shall become part of his/her record.

Any reprimand or warning given in writing and becoming part of an employee's personal file shall be removed and destroyed after twenty-four months have elapsed. (It is not the intention of this section to require an immediate check of each employee's file and the removal of such correspondence, but as files are checked for various reasons, any such reprimands, warnings, etc., will be removed as agreed to under this Article. An employee who has been granted access to his/her file and comes upon such a document has the right to require the Employer to have it removed.)

12:05

Personal Files

There shall be one (1) official personal file which shall contain all adverse reports and records of disciplinary action and this file shall be maintained in the Recreation Commission Office. An employee shall at any reasonable time be allowed to inspect his/her personal file and shall be accompanied by a representative of the Employer and may be accompanied by a representative of the Association, if he/she so desires.

A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.

12:06

May Omit Grievance Steps

An employee considered by the Association to be wrongfully or unjustly discharged or suspended or subject to disciplinary action, shall be entitled to a hearing under Article 8, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in cases of suspension or discharge.

12:07

Right to be Represented

An employee who is required to attend a meeting with Employer

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representatives dealing with warnings, adverse reports, investigations involving employees or others, suspensions or discharge, shall be advised that he/she has a right to be accompanied by a Union representative.

**ARTICLE 13**      **SENIORITY**

13:01      Seniority Defined

Seniority is defined as length of service in accumulated hours of work (regular hours) with the Employer and shall date from the original date of hire by the Employer. Seniority shall operate on a bargaining unit wide basis and be updated on a semi-annual basis.

13:02      Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service with the Employer commenced. An up-to-date seniority list shall be sent to the Association and delivered to each employee in January of each year.

If the seniority list is deemed to be incorrect by the Association or an employee, the Employer must be so informed, in writing, within thirty (30) calendar days of the posting of the list. Otherwise, the list, as prepared, is in effect for that particular year.

13:03      Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary basis in accordance with Clause 12:01 of this Agreement. During this probationary period, such employees shall be entitled to all benefits and rights of this Agreement.

Employees shall have seniority effective from their original date of hire of the Employer.

13:04      Loss of Seniority

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

- (a) he/she is discharged for just cause and is not re-instated by an Arbitrator or under the Grievance Procedure;
- (b) he/she resigns or retires and is not re-employed within three (3) working days;
- (c) he/she is absent from work in excess of three (3) working days

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without the approval of the Recreation Director or without sufficient cause;

- (d) he/she fails to return to work within five (5) working days following a layoff and after being notified by registered mail to do so, except when such a failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the employee to keep the Recreation Director informed in writing of his/her current address. An employee who is recalled for casual work or employment at a time when he/she has employment which will continue for a greater duration than the recall period shall not lose his/her recall rights for refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of notice of recall, the employee shall, within one (1) working day, notify the Recreation Director whether or not he/she will return to work.
- (e) he/she is laid off or on leave without pay for a period longer than twenty-four (24) months.
- (f) Part-time and temporary employees are to notify the Recreation Director in writing of times that he/she is available for work a week prior to the start of a set of lessons (set of lessons three (3) to four (4) week period). If there is no new notification given, the employee's availability has not changed.

13:05

#### Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority while outside the unit.

An employee permanently transferred outside the bargaining unit shall lose all seniority in the bargaining unit.

### **ARTICLE 14**

#### **PROMOTIONS AND STAFF CHANGES**

14:01

##### Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post a notice of the position in accessible places in the Employer's premises for a period of not less than seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Chief Shop Steward.

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14:02 Information on Posting

For vacancies or new positions inside the bargaining unit such notices shall contain the following information: title of position, qualifications, required knowledge and education, skills, wage or salary rate or range, and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to male and female applicants".

14:03 Procedure for Filling Vacancies

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

14:04 Role of Seniority in Promotions and Transfers

Both parties recognize:

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

Therefore, when a vacancy occurs in an established position within the bargaining unit or when a new position is created within the bargaining unit, employees who apply for the position or promotion or transfer shall be given preference on a seniority basis for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position as advertised in the job posting.

14:05 Trial Period

The successful applicant shall assume his/her new duties on a trial basis for three (3) month. The Employer shall confirm the employee's appointment after the trial period of three (3) months unless the Employer deems the employee's service unsatisfactory. In the event that the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, if not redundant and if redundant, then to a comparable position, wage or salary rate of his/her former position and without loss of seniority if such a comparable position is available. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to his/her former or to a comparable position, wage or salary rate without loss of seniority if such a comparable position is available.

If no such comparable positions are available, the least senior person in

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that classification may be laid off.

14:06 Notification of Successful Applicant

Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant with a copy to the Local President.

14:07 Handicapped Worker Provision

An employee who has become incapacitated by injury or illness will be employed in other work which he/she is able to perform, provided that a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority.

14:08 Disabled Employee's Preference

An employee who has been incapacitated at his/her work by injury or compensable occupation disablement and is unable to perform his/her regular duties, will be employed in other work which he/she is able to satisfactorily perform provided that a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority.

14:09 Older Worker Provision

An employee who through advancing years or temporary disablement is unable to perform his/her regular duties will be employed in some work which he/she can do, provided that the employee's age does not exceed sixty-five (65) years and provided also that a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority.

14:10 Safe and Early Return to Work Program

The purpose of the Early and Safe Return to Work (ESRTW) program, is to provide fair and consistent practices for accommodating employees who have been injured, or have sustained a permanent disability, to enable their early and safe return to work.

- (a) The Employer, therefore, undertakes to provide safe gainful and meaningful employment for employees who have permanent and/or temporary disabilities. The main focus will be to return the employee to their pre-injury employment and to accommodate the needs of that employee unless to do so would cause undo hardship on the parties. The Safe and Early Return to Work Procedure shall be carried out in accordance with all applicable

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legislation and the terms of this Collective Agreement.

14:11

Procedure

Every employee shall be re-employed following injury or illness if the employee is capable of performing the essential duties of the pre-injury/illness job or any other suitable/available suitable work.

- (a) For the purposes of this Clause,
  - (i) Essential duties shall be the "duties necessary to produce the job outcome" and that not all duties of the work assignment are essential duties.
  - (ii) Suitable work shall be "work that the employee has the necessary skills to perform; will not pose a health and safety risk to the employee, co-workers or others, and is meaningful and productive".
- (b) The Employer agrees to accommodate the work or workplace to the needs of the disabled employee in order to facilitate an early and safe return to work to the employee's pre-injury employment or other suitable/available suitable work.

Accommodation of the employee's pre-injury work or workplace may include such things as modifications to the job or workstation, re-organization of the work, providing technical aides, so that the essential duties of the pre-injury assignment or alternative employment within the employee's workplace can be performed.

- (c) If an employee's pre-injury work cannot be accommodated so that the employee can perform the essential duties of that assignment, then the employee will be offered alternative suitable/available work. Every attempt will be made to offer alternative work that is comparable in nature to the pre-injury employment.
- (d) Every employee participating in this program will be paid at the applicable rate for the accommodated job.
- (e) All accommodations must be outlined in writing and provided to all parties regardless if the accommodation is temporary or permanent.

**ARTICLE 15**    **LAYOFF AND RECALL**

15:01

Role of Seniority in Layoff

Both parties recognize that job security shall increase in proportion to

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length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority provided that those employees being retained are qualified to perform the work required. In any event, a laid off employee shall have the right to bump a junior employee.

15:02 Recall Procedure

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

15:03 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, provided that those recalled are qualified to perform the work required.

15:04 Advance Notice of Layoff

Except where legislation is more favourable to an employee, the Employer shall notify permanent full time employees who are to be laid off no less than twenty-one (21) calendar days prior to the effective date of layoff. All other classes of employees shall be given fourteen (14) calendar days notice to the effective date of layoff. If through no fault of his/her own the employee has not had an opportunity to work the days of notice as provided in the Clause, he/she shall be paid wages or salaries, exclusive of overtime, he/she would have earned during the notice period.

**ARTICLE 16** **HOURS OF WORK**

- 16:01
- (a) The scheduled work week shall be forty (40) hours per week, Sunday through Saturday, for the Aquatic Supervisor. The scheduled work day will not exceed eight (8) hours per day. The normal hours of work will be 8:00 a.m. to 5:00 p.m. and will only be changed with mutual agreement between the Aquatic Supervisor and the Director of the Recreation Commission.
  - (b) Over a seven (7) day period, the Employer will attempt to provide forty (40) hours of work for Chief Life Guard/Instructor, subject to the availability of hours and mutual agreement between the Recreation Director and the Chief Life Guard/Instructor. The scheduled work day will not exceed eight (8) hours per day. Clauses 16:03 and 17:01 will be amended if mutual agreement exists, to reflect overtime after eight (8) hours per day or forty (40) hours weekly.
  - (c) Where an employee is required to work less than a full eight (8) hour day, the employee will be compensated for all time worked

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to the next nearest fifteen (15) minutes.

- 16:02 Employees shall be permitted two (2) fifteen (15) minute rest periods per shift, one fifteen (15) minute period in the first four (4) hours and two (2) fifteen (15) minute periods per full shift.
- 16:03 Permanent employees shall be guaranteed two (2) days off every week, with these days off being consecutive every other week.
- 16:04 Part-time employees shall be offered equivalent full time hours before hiring any new employees if the employee is deemed by the Employer to be qualified to handle the new position.

**ARTICLE 17**    **OVERTIME**

17:01    **Definition of Overtime**

(a)    **Full Time Employee**

All time worked by a full time employee before or after his/her regularly scheduled daily or weekly hours in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime.

(b)    **Part-time Employees**

All time worked by a part-time employee in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime.

(c)    **Approval of Overtime**

All overtime is subject to the prior approval of the Recreation Director or his/her representative designated for the place of work where the overtime is to be worked.

17:02    **Normal Overtime Rate**

(a)    The normal overtime rate shall be either pay or time off at the rate of time and one-half (1 1/2).

(b)    Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the Recreation Director or his/her designated representative. The employee's decision to receive time off must be conveyed to the Recreation Director or his/her designated representative within seventy-two

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(72) hours of the conclusion of the overtime.

17:03 Meal Periods

An employee recalled to work during his/her meal period shall be paid double time for all time worked during the meal period to a maximum of two (2) hours of pay.

17:04 Sharing of Overtime

Overtime and callback shall be offered according to the following schedule:

- (a) The employee signs the overtime board on a daily basis indicating his/her desire to work overtime.
- (b) The employee with the least overtime Year to Date (YTD) will be the first asked, if he/she has signed the overtime board and if he/she is qualified to perform the available work.
- (c) The Employer shall ask all employees who signed the overtime board until the sufficient number required to work has been asked.
- (d) The employee who signs the overtime board but when asked to work refuses, will be credited the hours the same as if he/she had worked.
- (e) If no qualified employee signs the overtime board, the Employer reserves the right to call other people qualified to do the work.
- (f) Only those employees who sign the overtime board has the right to grieve a violation of this Clause.

17:05 Callback

Permanent employees who are called back to work outside their normal working hours shall be paid a minimum of three (3) hours at the applicable overtime rate.

17:06 No Layoff to Compensate for Overtime

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

17:07 Calculating of Overtime Rates

An employee who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holidays,

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vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his/her regular hours during such absence.

17:08 Overtime on an Employee's Day Off

An employee who works on his/her days off shall be paid time and one-half (1 1/2) for the first day of rest and double time (2) for the second day of rest.


17:09 Standby

- (a) An employee required to perform standby duty shall be paid eight dollars (\$8) for each eight (8) hour shift of standby.
- (b) When standby is required on a statutory holiday the rate of compensation shall be ten dollars (\$10) for each eight (8) hour shift of standby.
- (c) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.
- (d) On-call duty shall be equally divided among the qualified employees.

**ARTICLE 18** **HOLIDAYS**

18:01 Paid Holidays

Employees shall receive one (1) day paid leave for each of the sixteen (16) holidays as follows:

- (a) New Year's Day
  - (b) St. Patrick's Day
  - (c) Good Friday
  - (d) St. George's Day (This day will be a floater which an employee may choose to use at another date throughout the year)
  - (e) Commonwealth Day
  - (f) Discovery Day (This day will be a floater which an employee may choose to use at another date throughout the year)
  - (g) Memorial Day
  - (h) Orangeman's Day (This day will be a floater which an employee may choose to use at another date throughout the year)
  - (i) Regatta Day (or Civic Holiday)
  - (j) Labour Day
  - (k) Thanksgiving Day
- 

- (l) Armistice Day
- (m) Christmas Day
- (n) Boxing Day

And any other day designated as a holiday by Provincial Government.

18:02 Compensation for Holidays Falling on Scheduled Days Off

When any of the aforementioned paid holidays fall on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) days and on a mutually agreed date. If such time off cannot be taken within sixty (60) days, the employee will be paid one (1) day's regular pay in lieu of time off.

18:03 Paid Holiday During Leave

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

18:04 Compensation for Work on Paid Holidays

If an employee is required to work on a paid holiday as listed in Clause 18:01 he/she shall be paid in addition to his/her regular pay time and one-half (1 1/2) for each hour worked

**ARTICLE 19** **ANNUAL VACATION**

19:01 Vacation Pay

- (a) Vacation pay will be paid to each employee in accordance with the scale hereto:

Less than one (1) year	4%
One (1) year up to seven (7) years	6%
Eight (8) years up to fifteen (15) years	8%
Sixteen (16) years and over	10%

The following provisions respecting annual leave shall apply:

- (b) No annual leave may be taken by an employee until he/she has not less than sixty (60) days of service prior to taking leave.
- (c) 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 shorter period.



- (d) When an employee becomes eligible for a greater amount of annual leave he/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months computed to full working days.
- (e)
  - (i) Part-time employees working more than fifty percent (50%) of the scheduled weekly hours of work shall be entitled to annual leave in accordance with this Article on a pro-rata basis.
  - (ii) Chief Instructor and Assistant Chief Instructor working thirty (30) or more hours per week shall be entitled to full annual leave in accordance with this Article.

19:02 For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than one-half (1/2) of the days in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.

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

19:04 Subject to the requirements of the Recreation Commission, the Recreation Director will make every reasonable effort not to recall an employee to duty after he/she has proceeded on annual leave.

19:05 An employee may carry forward to another year any portion of annual leave not taken by him/her in previous years up to a maximum of (5) days.

19:06 (a) An employee who becomes ill while on annual leave may change the status of his/her leave to sick leave effective the date of notification to the Employer. A doctor's certificate of proof will be required in all such cases.

(b) In the case of an employee who is admitted to hospital while on annual leave, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital. A doctor's certificate of proof will be required in all such cases.

19:07 For the purpose of this Article, employees who are re-employed by the Employer after layoff or termination of less than twenty-four (24)

months, except in the case of dismissal for just cause, may have service prior to layoff or termination credited to them for annual leave purposes.

Upon layoff, an employee who has annual leave remaining may either take pay in lieu of or carry forward any unused vacation to the end of the year.

**ARTICLE 20**      **SICK LEAVE**

20:01              Sick Leave Defined

Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act.

20:02              Paid Sick Leave

- (a) An employee is eligible to accumulate sick leave with full pay at a rate of two (2) days for each month of service up to a maximum of two hundred (200) days.
- \* (b) New employees hired after January 1, 2021, are eligible to accumulate sick leave with full pay at the rate of one and one-quarter (1 1/4) days for each month of service for a total of one hundred and twenty (120) days for each employee.

20:03              Deduction from Sick Leave

- (a) For permanent employees, a deduction shall be made from accumulated sick leave of all scheduled working days absent for sick leave. Absence on account of illness for less than one-half (1/2) day shall not be deducted. Absence for one-half (1/2) day shall not be deducted. Absence for one-half (1/2) day or more and less than a full day shall be deducted as one-half (1/2) a day.
- (b) For part-time or temporary employees, a deduction from accumulated sick leave will be on an hour for hour basis for all hours scheduled but not worked due to illness.

20:04              Proof of Illness

Before receiving sick leave with full pay an employee may be required by the Employer to produce a medical certificate for an illness in excess of three (3) consecutive working days certifying that he/she is

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unable to carry out his/her duties due to illness.

20:05

When an employee is given paid vacation or special paid leave of absence or when he/she is absent from work and receiving Workers' Compensation, he/she shall receive on his/her return to work sick leave credit for the period of such absence. When an employee is laid off on account of lack of work for a period of less than twenty-four (24) months and returns to work upon expiration of such layoff, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her accumulative credit if any existing at the time of such layoff.

20:06

Extension of Sick Leave

- (a) An employee with more than two (2) years of service who has exhausted his/her sick leave credits may be allowed, in the event of illness in excess of fifteen (15) days, an extension of sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon his/her return to duty with the Employer from his/her existing or his/her after acquired normal monthly accumulation of sick leave.
- (b) When an employee has used the maximum of sick leave which may be awarded to him/her in accordance with this Agreement, he/she may elect if he/she is still unfit to return to duty, to proceed on annual leave including current and accumulated leave if he/she is eligible to receive such leave and if not, on special leave without pay. Medical certificates shall be submitted as required by the Employer.

20:07

Sick Leave Records

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

20:08

Injury on Duty

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

20:09

Sick Leave During Special Leave Without Pay

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



during such period of special leave without pay.

20:10 Sick Leave Credits for the Last Month of Employment

For the purpose of this Article, an employee who received full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of his/her service computed in full or one-half days shall be deemed to have a month of service.

20:11 Notice to Employer of Illness

- (a) All employees scheduled to start work in the before noon are required to give one (1) hour notice by calling the Aquatic Supervisor or the Recreation Director.
- (b) All employees scheduled to start work after 12:00 noon are required to give at least three (3) hours' notice by calling the Aquatic Supervisor or the Recreation Director.
- (c) Failure to provide adequate notice may result in the employee being disqualified for sick leave benefits.

**ARTICLE 21 LEAVE OF ABSENCE**

21:01 Negotiation Pay Provision

Representatives of the Association not to exceed one (1) employee. The employee shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on or to take part in negotiation meetings between the Association and the Employer.

21:02 Grievance and Arbitration Pay Provision

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

21:03 Leave of Absence for Association Business

- (a) Upon written request by the Association to the Recreation Director leave of absence with pay and without loss of benefits shall be granted by the Recreation Director to employees elected or appointed to represent the Association at Association functions, including the functions listed in paragraph (b) hereof, up to a limit of a total of five (5) working days per year accumulated for the entire bargaining unit. On reasonable

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notice to the Recreation Director an additional ten (10) days shall be granted without pay and without loss of seniority if the above number of days proves to be insufficient for such Association functions. Leave of absence without pay shall be granted to the Executive and/or Shop Steward to attend Executive and Committee meetings of the Association, its affiliated or chartered bodies.

- (b) Association functions shall include the Biennial Convention of the Newfoundland Association of Public Employees, the Component Convention of the Newfoundland Association of Public Employees, the Convention of the Newfoundland and Labrador Federation of Labour, the Convention of the Canadian Labour Congress, the Convention of the National Union of Provincial Government Employees and educational seminars sponsored in whole or in part by the Association, meetings of the Provincial Executive and the Provincial Board of Directors.
- (c) Additional leave without pay for the purpose of attending to Association business may be granted by the Recreation Director, if requested and on reasonable notice.

21:04

Leave of Absence for Full Time Association Business

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

21:05

Paid Bereavement Leave

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, common-law spouse, legal guardian, grandmother, grandfather, mother-in-law, father-in-law, grandchild, stepchild or other near relative living in the same household, three (3) consecutive days. In the case of the death of an employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, uncle, aunt, fiancée, niece or nephew, one (1) day with pay.
- (b) If the death of a relative referred to in Clause 21:05 (a) and to which three (3) days has been allotted occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with pay not exceeding four (4) days for the purpose of attending the funeral. Such days not to be in addition to those allotted in Clause 21:05 (a).

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- (c) In cases where extraordinary circumstances prevail, the Recreation Director may grant two (2) additional days other than those referred to in Clause 21:05 (a) and (b).

21:06

Maternity/Adoption/Parental Leave

- (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- (b) An employee is entitled to a maximum of fifty-two (52) weeks' leave under this Clause. However, the Employer may grant special leave without pay when the employee is unable to return to duty after the expiration of this leave.
- (c) An employee may return to duty after giving the Recreation Director two (2) weeks' notice of his/her intention to do so.
- (d) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- (e) Periods of leave under this Article shall count for annual leave, sick leave, severance pay and seniority.
- (f) Employees on leave under this Article will have the option of continuing to pay their portion of the Group Insurance Plan Premiums. Where the employee opts to continue to pay premiums, the employee will pay both shares of the premiums.
- (g) Illness Associated with Pregnancy  
An employee may be awarded sick leave for illness that is the result of or may be associated with pregnancy if credits are available.
- (h) An employee on leave under this Article may return to work after giving two (2) weeks' notice of his/her intention to return.
- (i) While on leave under this Article, employees may request copies of job postings to be forwarded to them.
- (j) Maternity/Adoption/Parental leave shall be defined as a period where an employee can demonstrate he/she was on leave related to the birth of a child or the adoption of a child.

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21:07 Paid Jury or Court Witness

The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as a juror or witness in any Court. The employee will present proof of service that he/she attended as a juror or witness. Any remuneration the employee receives from the Courts will be over and above his/her pay and benefits from the Employer.

21:08 Education Leave

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

21:09 General Leave

With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority in exceptional circumstances, provided that the employee has no current or accumulated annual leave available to him.

21:10 (a) Extended Unpaid Leave

Upon written request a permanent employee who has completed two (2) years of service shall be granted leave to a maximum of twelve (12) months without pay or seniority and without loss of accumulated seniority and benefits provided that such leave shall not cause an unreasonable interference with the Employer's operation. An employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. Employees shall not be subject to any benefits of this Agreement during this period. The minimum amount of unpaid leave an employee may request under this Clause is eight (8) weeks.

(b) An employee may return to duty after giving the Recreational Director three (3) week's notice of his/her intention to do so.

21:11 Family Leave

(a) Subject to Clause 21:12 (b), (c) and (d) an employee who is required to:

(i) attend to the temporary care of a sick family member;

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- (ii) attend to the needs relating to the birth of an employee's child;
- (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
- (iv) attend meetings with School authorities;
- (v) attend to the needs relating to the adoption of a child;
- (vi) attend to the needs related to home or family emergencies;

shall be awarded up to three (3) days' paid family leave in any calendar year.

- (b) In order to qualify for family leave the employee shall:
  - (i) provide as much notice to the Employer as reasonably possible;
  - (ii) provide to the Employer valid reasons why such leave is required; and
  - (iii) where appropriate and in particular with respect to (iii), (iv) and (v) of 21:13 (a) have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.
- (d) Temporary employees shall receive family leave on a pro-rated basis provided he/she has worked at least three (3) days in the work week.  
  
(e.g. Full time employee - three (3) days - twenty-four (24) hours. Temporary employees will receive X/40 X 24 hours of the actual hours worked.)
- (e) For the purpose of this Clause, a family member shall be defined as:
  - (i) your child or the child of your spouse or common-law partner;
  - (ii) your wife/husband or common law partner;



- (iii) your father/mother;
- (iv) your father-in-law or mother-in-law.

21.12

Compassionate Leave

- (a) Employees are entitled to compassionate care benefits under this Article to provide care or support to an ill family member who needs care or support and is at significant risk of death within twenty-six (26) weeks.
- (b) An employee is entitled to a maximum of eight (8) weeks leave under this Clause.
- (c) An employee may return to duty after giving his/her Employer two (2) weeks' notice of his/her intention to do so.
- (d) The employee shall resume his/her former position and salary upon return from leave with no loss of accrued benefits.
- (e) Periods of leave under this Clause shall count for seniority, and shall not be considered a break in service for the purpose of severance pay.
- (f) For the purpose of this Clause, a family member shall be defined as:
  - (i) your child or the child of your spouse or common-law partner;
  - (ii) your wife/husband or common law partner;
  - (iii) your father/mother;
  - (iv) your father-in-law or mother-in-law.

**ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES**

22:01

- (a) Employees shall receive their pay cheques weekly. Payroll is to be every Thursday.

The Employer agrees to investigate Electronic Deposit for employees who wish to avail of such services and shall report in writing to the Union within three (3) months of signing of this Agreement the decision as a result of such investigation.

- (b) Employees shall receive an itemized statement of his/her wages, overtime and other supplementary pay and deductions. On same statement shall show cumulative straight time hours worked and cumulative pay, year to date.

22:02

Pay On Temporary Transfers, Higher Rated Job

- (a) An employee required to fill temporarily a position for which is paid a higher rate of salary than that paid for the employee's regular agreed work shall receive the rate of pay for the position filled. This will apply only to the extent that the employee fills this position for a minimum of two (2) of his/her normal work days.
- (b) An employee required to fill a position for which is paid a lower rate of salary than that paid for such employee's regular work shall not receive any reduction in pay for reason thereof.


22:03

Vacation Pay

An employee with more than one (1) year of service or an employee who has earned at least two (2) weeks' vacation upon giving at least two (2) weeks' notice prior to the pay day preceding the office day on which he/she wishes to receive his/her advance payment, shall receive prior to commencement of his/her annual vacation any regular pay cheque(s) which may fall due during his/her vacation.

22:04

Transportation

- (a) When, in the course of his/her duty, an employee is required by the Employer to travel on the Employer's business, transportation shall be provided by the Employer or the Employer may require the use of the employee's own vehicle with reimbursement at the following rate: Effective January 1, 2001, thirty-one point five cents (31.5¢) per kilometer. An employee shall not, except with the prior written approval of the Recreation Director, be entitled to reimbursement for transportation from his/her residence to his/her work place or vice versa. Employees have the right to refuse to utilize their own vehicles for the Employer's business.
  - (b) Payment for the use of private vehicles on the Employer's business shall be limited to the mileage rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.
  - (c) A monthly gas allowance of forty dollars (\$40.00) per month will be paid to the Aquatic Supervisor for incidental travel within the Town. This allowance replaces any claim for mileage within the Town as per Clause 22:04 (a).
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22:05

Clothing

The following clothing shall be provided by the Employer on an annual basis:

Aquatic Supervisor

The Employer will provide two (2) t-shirts, two (2) pairs of pants or shorts, one (1) pair of rubber shoes or sneakers, and one (1) pair of steel nosed boots every twelve (12) months of service if required.

Chief Life Guard/Instructor

The Employer will provide two (2) T-shirts, two (2) pairs of shorts, two (2) swim suits and one (1) pair of deck shoes every twelve (12) months of service if required.

Any additional clothing purchased by the employee must be of the same colors as per our pool colors.

Part-Time and Temporary Employees

The Employer will provide one (1) T-shirt, one (1) pair of shorts and one (1) swim suit seasonally. One (1) pair of deck shoes will be provided on a fifty/fifty (50/50) cost share basis if the employee works more than 1040 hours per year.

Any additional clothing purchased by the employee must be of the same colors as per our pool colors.

Clothing torn or destroyed by an employee must be replaced by the employee. Replacement is on a need basis. The above is considered to be a maximum per year.

Dress code to be followed by all employees as per Swimming Pool Policy.

22:06

The Employer shall pay the cost of all courses required for each employee as deemed necessary by Provincial Government Standards for operations of Aquatic facilities. Costs shall include registration, exam fees and travel in accordance to the provisions of Article 31.

**ARTICLE 23**      **STRIKES AND LOCKOUTS**

23:01

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



**ARTICLE 24**     **TERMINATION OF EMPLOYMENT**

- 24:01            Except in the case of dismissal for just cause twenty-one (21) calendar days' notice in writing shall be given to permanent full time employees and fourteen (14) calendar days' notice in writing shall be given to all other classes of employees whose services are to be terminated, provided that such employees are not hired for a specific time period. If such notice is not given, the employee shall be paid wages for the number of days by which the period of notice was reduced.
- 24:02            Permanent full time employees shall give the Recreation Director twenty-one (21) calendar days written notice. All other classes of employees shall give the Recreation Director fourteen (14) calendar days' written notice of intention to terminate employment. If such notice is not given, the employee shall have deducted from any monies owed to him/her the number of days by which the period was reduced.
- 24:03            Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.
- 24:04            The period of notice may be reduced or eliminated by mutual agreement.
- 24:05            Upon termination of service an employee shall receive pay for all his/her earned and accrued annual leave not taken by him/her prior to the date of termination of his/her services, provided however that any indebtedness to the Employer shall be deducted for such payment.

**ARTICLE 25**     **GROUP INSURANCE**

- 25:01            The Employer shall, within thirty (30) days from the signing of this Agreement, inaugurate a Group Insurance Plan acceptable to the Union.
- 25:02            (a)    The Employer will pay fifty percent (50%) of the premiums of the Group Insurance Plan.
- (b)    When an employee is on extended leave without pay, then the employee may pay the full premium in order to maintain coverage while on such leave.
- (c)    A summary of the general provisions and benefits of the Plan is to be distributed to all employees and a copy is to be forwarded to the Union.

25:03 Workers' Compensation

All employees shall be covered by the Workers' Compensation Act.

During the investigation of the insurable claim, the employee shall receive pay and benefits at the Workers' Compensation Act rates, and it shall not be deducted from sick leave unless the claim is rejected by the board. If the claim is approved, the employee or Workers' Compensation will repay the employer for monies paid during the waiting period.

**ARTICLE 26** **PENSION PLAN**

26:01 \* The Employer will pay into a Registered Retirement Savings Plan the amount of forty-five dollars (45.00) per week for each permanent full time and seasonal employee, providing the employee participates fully to match the Employer's contribution each month.

Should an employee, while in the employ of the Commission, withdraw from the Registered Retirement Savings Plan program or opt out of the program, the Commission will immediately terminate their contribution to the program for that particular employee and will not resume their contribution any time in the future.

This agreement will be reviewed on an annual basis. Amounts and ability to continue the Plan will be determined by the Employer each year.

**ARTICLE 27** **SEVERANCE PAY**

- 27:01
- (a) When an employee having seniority of seven (7) years or more resigns, dies or is laid off for more than twenty-four (24) months, Council shall pay such employee or his/her beneficiary a retirement allowance equivalent to five (5) days pay for each full year of seniority, but not exceeding seventy (70) days pay or seven thousand five hundred dollars (\$7,500), whichever is the lesser. Pay for such purpose shall be calculated at the employee's rate of remuneration at the time of his/her resignation, retirement or death and shall be paid in a lump sum, less applicable mandatory deductions.
  - (b) When calculating retirement allowance entitlement for an employee who has at least seven (7) years' seniority, retirement allowance for less than a full year shall be on a pro-rated basis (example: ½ year equals 2½ days' pay).

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- (c) If an employee applies for retirement allowance due to illness or accident, the Employer may require the employee to undergo a medical examination by a doctor chosen through mutual consent between the Employer and the employee.
- (d) For the purpose of this Article employees on approved paid leave of absence shall continue to accumulate seniority.
- (e) At the option of the employee, the retirement allowance may be taken either in the form of retirement leave or through a lump sum payment upon retirement, or can be deferred up to a twelve (12) month period following termination of employment.
- (f) Termination of employment to exclude dismissal for just cause.
- (g) The above Clause shall apply to all employees.

**ARTICLE 28**    **TECHNOLOGICAL CHANGE**

28:01    Advance Notice

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

28:02    Consultation

Meetings will be arranged between the Recreation Commission and the Association within twenty-one (21) days of the Commission's notification to the Association for the purpose of consulting on the effect to result from the change or to discuss training needs.

28:03    Training Benefits

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

- 28:04    (a) Where an affected employee elects not to avail of training as provided for under Clause 28:03, the Commission agrees that

where possible the effect on the employee of changes contemplated by Clause 28:01 will be minimized by transfer or re-assignment within the employ of the Commission.

- (b) An employee transferred or re-assigned in accordance with (a) above will have not suffered any reduction in his/her regular salary unless such employee has refused without giving reasons acceptable to the Commission to avail of training in accordance with Clause 28:03.

28:05 No New Employees

No new employee(s) will be hired by the Commission to replace any employee(s) affected by the technological change or new method of operation until the employee(s) already employed and affected by the change have been notified and allowed an opportunity to retrain in accordance with Clause 28:03.

- 28:06 Notwithstanding any of the above, it is agreed that where an employee elects not to avail of training opportunities under Clause 28:03 or where it is not possible to transfer or re-assign the employee within the employ of the Commission because of the non- existence of available positions, the employee will be terminated and notice will be served in accordance with Article 24 - Termination of Employment.

**ARTICLE 29** **EFFECT OF LEGISLATION**

29:01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may re-open the pertinent parts of the Agreement so that the portions thus invalidated may be amended as required by law.

**ARTICLE 30** **CONTRACTING OUT**

30:01 The Employer shall not contract out bargaining unit work except in the following cases:

- (a) in case of an emergency;
- (b) in the case where no qualified employees are available to carry

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out a particular task;

- (c) where no bargaining unit employee would be negatively affected by contracting out. No employee would be laid off or have his/her hours of work reduced as a result of contracting out. Laid off employees would have the first option to return to work before contracting out would be permitted, if he/she is qualified to perform the task.

**ARTICLE 31 TRAVEL ON EMPLOYER'S BUSINESS**

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

- (a) Thirty-nine dollars (\$39) per day:

Breakfast - eight dollars (\$8)  
 Lunch - twelve dollars (\$12)  
 Dinner - nineteen dollars (\$19)

- (b) In areas where the cost of meals is likely to exceed these rates based on the opinion of the Recreation Director, vouchered expenses may be submitted.

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

31:03 When an employee has been in consecutive overnight travel status charges for laundry and valet services (not including dry cleaning) are reimbursable up to the maximum amounts shown in the following schedule:

<u>No. of Consecutive Nights on Travel Status</u>	<u>Maximum Allowable Claim</u>
1 - 3	Nil
4 - 7	\$5.00
8 - 14	\$8.00
15 - 21	\$12.00
For each additional night	\$4.00

31:04 When an employee has been on overnight travel status for a period of three (3) consecutive days he/she shall be reimbursed for the cost of one (1) three (3) minute call every second night at the person-to-person rate for each such period on travel status. The charge for this telephone call may be included on the hotel bill or if the employee calls

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collect, the subsequent telephone bill showing the appropriate charge shall be submitted with the travel claim.

31:05 An employee required to travel on the Employer's business shall be deemed to be working for the Employer.

**ARTICLE 32**     **AMENDMENT BY MUTUAL CONSENT**

32:01 It is agreed by the parties to this Agreement that any provision in this Agreement other than the duration of the Agreement may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

**ARTICLE 33**     **SALARIES**

33:01	*	Effective January 1, 2023	2.5%
		Effective January 1, 2024	2.5%
		Effective January 1, 2025	2.5%
		Effective January 1, 2026	2.5%

**ARTICLE 34**     **JOB SECURITY**

34:01 In the event the Recreation Commission, the taxpayers or any representative of the Employer agrees that the Recreation Commission of Grand Bank is to be placed under the jurisdiction of some other agency or Employer, it is agreed that prior to any final arrangements being made the Employer will guarantee that the employment of the members of the bargaining unit will continue with the new Agency or Employer.

34:02 In the event maintenance work has to be done then the Aquatic Supervisor and the Chief Instructor/Life Guard will be given first preference provided they have the ability to do same. This would not preclude other maintenance workers from carrying out such duties at the same time.

**ARTICLE 35**     **DURATION**

35:01 \* This Agreement shall be effective from January 1, 2023 and shall remain in full force and effect until December 31, 2026, or until a new Collective Agreement is signed by the parties, whichever is the latter.

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35:02 Notice to Negotiate

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

35:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt or issuance of notice under Clause 35:02 give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes both parties are required to enter into negotiations for a new Agreement. Notwithstanding the above, these deadlines can be changed by mutual consent.

**ARTICLE 36**    **JOB TITLES**

36:01            Pool workers will be identified under the following classifications:

- (a)    Aquatic Supervisor/Chief Lifeguard/Instructor
- \*      (b)    Lifeguard/Instructor/Maintenance

36:02            Employees who are performing the majority of the job functions of a higher classification shall be entitled to the pay for the higher classification for all time worked.

**ARTICLE 37**    **FEDERAL OR PROVINCIAL GOVERNMENT GRANTS**

37:01            The Union will agree to concur with any and/or all projects which the Recreation Commission requests concurrence on during the life of this Agreement, providing that such projects do not infringe on any rights or benefits of the bargaining unit.

**SCHEDULE "A"**

<b>Classification</b>	<b>Present</b>	<b>January 2023</b>	<b>January 2024</b>	<b>January 2025</b>	<b>January 2026</b>
Aquatic Supervisor/ Chief Lifeguard/ Instructor	22.80	23.37	23.95	24.55	25.17
Lifeguard/Instructor/ Maintenance	17.25	17.68	18.12	18.58	19.04

**Signing Bonus**

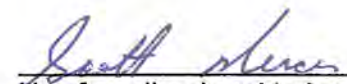
All employees will receive a signing bonus of three hundred dollars (\$300.00); Seasonal employees to be pro rated.



**MEMORANDUM OF UNDERSTANDING**

As agreed during negotiations, male employees who apply for and receive permission from Canada Employment and Immigration to avail of the ten (10) week additional U.I.C. paternity benefit shall be granted special leave without pay under the terms of Clause 21:10.

  
Grand Bank Recreation Commission  
CAP, Town of Grand Bank

  
Newfoundland and Labrador  
Association of Public and Private  
Employees

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**Memorandum of Understanding**

**WHEREAS** the undersigned are parties to a Collective Agreement dated January 1, 2023 and expiring on the 31<sup>st</sup> day of December, 2026.



**AND WHEREAS** the Recreation Commission will ensure that the Swimming Pool's permanent, seasonal employees will receive a minimum of sixteen (16) weeks of employment per annum up to and including the expiry of the said Collective Agreement on the 31<sup>st</sup> day of December, 2026 and provided that there are no mechanical breakdowns or other unforeseen circumstances that may cause the pool to close for an extended period of time.

**AND WHEREAS** Article 37 of the Collective Agreement provides, subject to certain restrictions, for the hiring of the Grand Bank Recreation Commission of non-bargaining unit persons to work in Federally and Provincially funded projects from time to time.

**AND WHEREAS** Service Canada, Human Resources and Employment (HR&E), other Federal Government Departments or Agencies, and the Provincial Government requires written confirmation from the Union that the hiring of non-bargaining unit employees for each and every project conforms with the Collective Agreement.

**THE PARTIES HEREBY CONFIRM** to Service Canada, Human Resources and Employment (HR&E), other Federal Government Departments or Agencies, and the Province of Newfoundland and Labrador that, subject to the terms of the said Article 37, the Union does not object to the employment by the Grand Bank Recreation Commission persons to work on any and all such projects up to and including the expiry of the said Collective Agreement on the 31<sup>st</sup> day of December, 2026 and it is understood that such employees will not be members of the Bargaining Unit nor subject to the terms of the Collective Agreement.

Dated at Grand Bank, in the Province of Newfoundland and Labrador, this \_\_\_\_ day of \_\_\_\_\_, 2023.

  
Grand Bank Recreation Commission  
CAO, Town of Grand Bank  
  
Newfoundland and Labrador  
Association of Public and Private

\_\_\_\_\_  
Witness


\_\_\_\_\_  
Witness

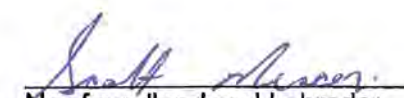




**LETTER OF INTENT RE. SEMINARS**

The Employer and the Association agree to co-sponsor seminars dealing with issues such as contagious diseases and work place safety.

  
Grand Bank Recreation Commission  
CAO, Town of Grand Bank

  
Newfoundland and Labrador  
Association of Public and Private  
Employees

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**LETTER OF UNDERSTANDING**

**RE. Temporary Employees Seniority**

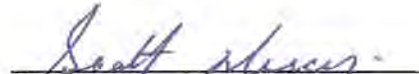
As agreed during negotiations, employees hired resulting from existing employees taking extended unpaid leave as per Article 21, Clause 21:12, will not gain seniority for recall but will gain seniority for all other purposes. If the employee on extended unpaid leave does not return to his/her employment, the temporary employee can use his/her seniority for applying and will be credited with all seniority upon becoming a permanent employee.



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Grand Bank Recreation Commission

CAO, Town of Grand Bank



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Newfoundland and Labrador  
Association of Public and Private  
Employees



IN WITNESS WHEREOF the parties hereto have executed this Agreement this 31<sup>st</sup>  
day of August, 2023.

SIGNED ON BEHALF OF THE GRAND BANK RECREATION COMMISSION by its  
members in the presence of the witness hereto subscribing:

[Signature]  
WITNESS

CAO, Town of Grand Bank

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

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

[Signature]  
WITNESS

[Signature]  
[Signature]  
\_\_\_\_\_

[Signature]