



Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

between

TOWN OF KIPPENS

and

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

(March 1, 2021 - February 28, 2025)

THIS AGREEMENT made this 13 day of May, Anno Domini, Two Thousand and Twenty-Two

BETWEEN:

THE TOWN OF KIPPENS, a corporation under the laws of the Province of Newfoundland and Labrador (hereinafter called the "Employer")

of the one part;

AND

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC 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 "Association");

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:

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. Preamble	1
2. Management Rights	1
3. Definitions	1
4. Recognition	4
5. Association Security	5
6. Check-Off	6
7. Correspondence	6
8. Grievance Procedure	7
9. Arbitration	9
10. Labour Management Committee	10
11. Probation, Discharge, Suspension & Discipline	12
12. Seniority	13
13. Promotions and Staff Changes	15
14. Layoff and Recall	16
15. Hours of Work	17
16. Overtime	18
17. Holidays	19
18. Annual Leave	20
19. Sick Leave	21
20. Leave of Absence	23
21. Payment of Wages and Allowances	26
22. Termination of Employment	27
23. Group Insurance	28
24. Pension Plan	28
25. Severance Pay	29
26. Effect of Legislation	29
27. Protective Clothing	29
28. Amendment by Mutual Consent	29
29. Travel on the Employer's Business	30
30. Job Security - Successor Rights	31
31. No Strike No Lockout	31
32. Duration & Re-Negotiation	31
33. Sexual Harassment	31
34. Salaries/Wages	32
35. Personal Loss	32
36. Technological Change	33
37. Contracting Out/Job Security	34
38. Job Classification	34
Schedule "A"	36
Memorandum of Understanding	37

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 this Agreement and to define the rights of the parties signatory to this Agreement.

1:02 In the event that there is a conflict between the context of this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or policies.

ARTICLE 2 **MANAGEMENT RIGHTS**

2:01 The Association recognizes and agrees that all the rights, powers and authority both to operate and manage the Town 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.

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) "Council" is the Council of the Town of Kippens.
- (c) "Day of rest" means a calendar day on which the employee is not normally scheduled to work.
- (d) "Day" means a working day unless otherwise noted.
- (e) "Demotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification carrying a lower pay range number.
- (f) "Employee" or "employees" where used is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the

bargaining unit. Whenever the masculine is used in this Agreement, it shall refer equally to the feminine and the singular shall refer equally to the plural, but only in such instances as the context shall require.

- (g) "Employer" means the Town of Kippens as represented by the Council or the duly designated representative of the Employer.
- (h) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday.
- (i) "Layoff" means the cessation of employment of an employee due to the lack of work or abolition of a post, however, the employee retains all rights subject to Clause 12:04 and all those rights specified in Article 14.
- (j) "Leave of absence" means absence from scheduled duty with the permission of the Employer.
- (k) "Month of service" means a calendar month in which an employee is in receipt of full salary or wages 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.
- (l) "Notice" means service of such notice in writing which is hand delivered or delivered by registered or certified mail.
- (m) "Overtime" means work performed by an employee in excess of the full regular hours of work per day or per week.
- (n) "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.
- (o) "Permanent employee" means a person who has completed his/her probationary period and is employed without reference to any specified date of termination of service.
- (p) "Probationary employee" means any person who has been employed for a period less than the prescribed probationary period.
- (q) "Probationary period" means a period of nine hundred and sixty (960) hours of continuous employment from the date of hire, and for part-time employees the total time of probation shall

equal the number of hours normally attributed to nine hundred and sixty (960) hours of full time employment.

- (r) "Promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his existing classification to a classification giving a higher pay range number.
- (s) "Reclassification" means any change in the current classification of an existing position.
- (t) "Schedule" means a listing of working time, time off from work or vacation time which has been put into writing. Such schedules must be posted in an accessible place in order to take effect.
- (u) "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.
- (v) "Standby" means any period of time during which an employee is required to be available for recall to work.
- (w) "Temporary employee" means a person who is employed for a specific period or for the purpose of performing certain specified work and who may be laid off at the end of such period or upon completion of such work, but does not include seasonal or probationary employees.
- (x) "Week" means a period of seven (7) consecutive days, and for the purpose of wage calculation means a period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (y) "Year" means the period extending from the first day of April in one year to the thirty-first (31) day of March in the succeeding year or, where the context requires, shall mean a period of twelve (12) consecutive months. The calendar year of January 1 to December 31 to be the period used for vacation purposes.
- (z) "Vacancy" means an opening in a position which is either permanent, part-time or of a temporary nature and which lasts for more than ten (10) weeks.

- (aa) "Outside workers" - those employees in classifications whose duties involve mostly working outside the Town's Office or out of doors.
- (bb) "Town Representative" means the Chief Administration Officer/Town Manager or such other person designated from time to time by Council as the Town Representative.
- (cc) "Chief Administrative Officer/Town Manager" means the individual occupying the position of Chief Administrative Officer (hereinafter referred to as CAO), or his/her Designate as determined by Council.

ARTICLE 4 **RECOGNITION**

4:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees listed in Schedule A, save and except the Chief Administration Office/Town Manager and Town Representative.

4:02 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.

4:03 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, promotions, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or for any other reason.

"Discrimination means the subordination of groups or individuals resulting from a distinction, preference, restriction or exclusion that is based on improper grounds and may involve unequal treatment or may result from the differential impact of a neutral policy or practice."

4:04 In the interest of maintaining a harmonious relationship between the Employer, its employees and the Association, both parties to this Agreement recognize the value and rights of Shop Stewards and the 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.

4:05 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the members of the bargaining unit. Sites for such facilities are to be determined by mutual consent. The use of such facilities shall be restricted to the business affairs of the members of the bargaining unit and the Association, however, all notices to be posted must first be approved by the Town Representative. Such approval shall not be unreasonably denied.

4:06 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 representatives shall have access to the Employer's premises in order to provide the required assistance provided such assistance shall not cause any stoppage of, or interference with, work.
- (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.

4:07 Work of the Bargaining Unit

Persons who are not employed in a position in the bargaining unit shall not work in positions which are included in the bargaining unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not available, and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

ARTICLE 5 **ASSOCIATION SECURITY**

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

5:02 Upon employment, an employee will be provided with information concerning:

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment;
- (d) the fact that an Association Agreement is in effect; and
- (e) dues check-off.

5:03 Where a Shop Steward is available, the employee will be introduced to him/her as soon as is practicable.

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/NOTIFICATION**

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

7:02 The Employer shall provide the Association, through the Shop Steward, notice of the designation of a new Town Representative.

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.

8:03 Shop Stewards

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

8:04 Names of Stewards

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

8:05 Settlement of Grievance

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

Step 1

Any employee who feels that he/she is aggrieved as defined in Clause 8:01 shall, within five (5) working days after becoming aware of the occurrence leading to the grievance, with his/her Shop Steward, submit the grievance in writing to his/her immediate Supervisor, at which time an earnest effort will be made to settle the grievance. The Supervisor shall render his/her decision within five (5) working days after receipt of the grievance.

Step 2

Failing settlement at Step 1, the employee, with the Steward may, within five (5) working days of receiving the reply at Step 1 submit the

grievance in writing to the Town Representative, who shall give the response within five (5) working days.

Should either party so request, the parties shall meet to discuss the circumstances of the grievance within five (5) days of the receipt of the grievance at Step 2, and in such event, the Town Representative shall respond in writing within five (5) days of the meeting rather than as stated above.

Step 3

Failing settlement of the dispute at Step 2, the matter may be referred to arbitration within fifteen (15) working days of receipt of the decision at Step 2.

8:06 Notwithstanding any other provision of this Article, time limits fixed by this Article shall be considered mandatory, unless otherwise agreed by mutual consent of both parties. 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.

8:07 Where the immediate Supervisor of an employee is the Town Representative, or where a dispute arises involving a question of general application or interpretation of this Agreement, the employee may initiate a grievance at Step 2.

8:08 Replies in Writing

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

8:09 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meeting.

8:10 Association May Institute a Grievance

In the absence of the Shop Steward, 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, but only in the event that the Shop Steward is unavailable.

8:11 Technical Objections to Grievance

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

ARTICLE 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 to the Agreement at the address for such other party as follows:

Address of Employer
2 Juniper Avenue
Kippens, NL, A2N 3H8

Address of Association
10 Main Street
Corner Brook, NL, A2H 1B8

9:02 Naming of Arbitrator

Where a matter is referred to arbitration it shall be heard by an arbitrator selected from the active members of the panel of arbitrators maintained by the Newfoundland and Labrador Labour-Management Cooperation Committee.

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.

9:04 Decision of the Arbitrator

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

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 within ten (10) days of receipt of the Arbitrator's decision to clarify the decision which the arbitrator shall do within ten (10) days of receipt by the Arbitrator of the application to clarify.

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 of this Agreement are mandatory, however, they may be amended by mutual consent of the parties provided the request is received in writing prior to the expiration of the stated time limits.

9:08 Witnesses

At any stage of the Grievance or Arbitration Procedures, the parties shall have the assistance of any employee concerned as witness and any other witness.

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 one (1) representative of the Association and one (1) representative of the Employer. The numbers may be increased by mutual agreement

between the parties. The Employer shall be duly notified in writing as to the names of the Association 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 of 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 may meet at least once each quarter at a mutually agreeable time and place. The quarterly meeting may be cancelled or rescheduled by mutual consent.

10:04 Chair of the Meeting

The meetings of the Committee shall be chaired by the Town Representative and the Union Representative 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 Town Representative and Union Representative as promptly as possible after the close of the Meeting. Minutes to be posted on Town Hall bulletin board.

10:06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Association or of the Employer and shall 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 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

11:01 (a) Probationary Period

The probationary period of new full time employees is nine hundred sixty (960) hours from the date of hire. For new part-time employees, it is the equivalent amount of time, but spread out over the part-time allotment of hours.

(b) Discharge Procedures

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) 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 Procedures.

11:02 Unjust Suspension or Discharge

Should it be determined by the parties hereto or through arbitration 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 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. Mitigation will be applicable.

11:03 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)

days of the incident, give written particulars of such censure to the employee involved.

11:04

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 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 eighteen (18) 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.)

11:05

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 Council 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.

11:06

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.

ARTICLE 12

SENIORITY

12:01

Seniority Defined

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

12:02

Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service with the Employer commenced and the actual seniority earned by the employee in the Bargaining Unit. An up-to-date seniority list shall be forwarded to the Association. Each employee shall receive a written copy of the seniority list in January of each year.

12:03

Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary basis in accordance with Clause 11:01 of this Agreement. Subject to Clause 11:01, probationary employees shall be entitled to all other benefits and rights of this Agreement.

Employees who remain in the employ of the Employer for their complete period of probation shall have seniority effective from their most recent date of hire by the Employer.

12:04

Loss of Seniority

An employee shall lose seniority in the event that:

- (a) he/she is discharged for just cause and is not re-instated by an Arbitrator or under the Grievance Procedure;
- (b) he/she resigns in writing;
- (c) he/she is absent from work in excess of five (5) working days without the approval of the Employer or without sufficient cause;
- (d) he/she fails to return to work within two (2) working days following a layoff and after being notified by personally delivered or registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the employee to keep the Employer informed, in writing, of his/her current address and in giving notice pursuant to this subclause, the Employer shall only be required to cause the notice to be delivered to the most recent current address provided by the employee to the Employer. 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 Employer 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.

12:05

Transfers and Seniority Outside Bargaining Unit

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

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

ARTICLE 13

PROMOTIONS AND STAFF CHANGES

13:01

Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post a notice of the position in accessible places in the Employer's premises for a period of not less than seven (7) calendar days.

13:02

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 ranges, 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".

13:03

Role of Seniority in Promotions & 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 on promotion or transfer shall be given preference on a seniority basis for filling such vacancy, provided that the applicant's qualifications as assessed by the Employer meet the required standards for the new position as advertised in the job posting.

13:04

Trial Period

The successful applicant shall assume his/her new duties on a trial basis for thirty (30) days. The Employer shall confirm the employee's appointment after the trial period of thirty (30) days, 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.

ARTICLE 14 **LAYOFF AND RECALL**

14:01

Role of Seniority in Layoffs

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

14:02

Recall Procedure

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

14:03 No New Employees

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

14:04 Advance Notice of Layoff

Except where legislation is more favourable to an employee, the Employer shall notify employees who are to be laid off as per the appropriate provisions of Article 22. If, through no fault of his/her own, the employee has not had an opportunity to work the days of notice as provided in this Clause, he/she shall be paid wages or salary, exclusive of overtime, that he/she would have earned during the notice period.

ARTICLE 15 **HOURS OF WORK**

15:01 The regular, normal hours of work for all outside workers shall be eight (8) hours per day, forty (40) hours per week, and for any inside workers shall be seven (7) hours per day, thirty-five (35) hours per week. In any week in which a statutory holiday falls, the regular, normal hours of work shall be reduced accordingly.

15:02 Employees shall be permitted two (2) fifteen (15) minute rest periods per shift or one (1) fifteen (15) minute rest period per half shift (four (4) hours).

15:03 (a) The days of rest of all permanent employees active as of the date of signing of this Agreement shall be Saturday and Sunday of each week.

(b) The days of rest for seasonal and temporary employees shall be any two (2) consecutive days in each week. Upon hiring the Town Representative shall notify employees of their days off as per this Article.

(c) Employees shall be entitled to an eight (8) hour rest between shifts unless otherwise mutually agreed between the employee and the Town Representative.

(d) Notwithstanding subclause 15:03(b), for any weeks worked during the period from May 1 to November 30, the days of rest for the existing Temporary Employee shall be Saturday and Sunday. For greater certainty it is agreed that this subclause 15:03(d) shall not apply to any seasonal or temporary employee

hired by the Employer subsequent to the date of this Agreement.

ARTICLE 16 **OVERTIME**

16:01 Definition of Overtime

- (a) All time worked in excess of full time hours on a daily or weekly basis shall be considered overtime.
- (b) Approval of Overtime
All overtime is subject to the prior approval of the Town Representative.

16:02 Normal Overtime Rate

- (a) the overtime rate shall be either pay or time off at the rate of time and one-half (1 ½).
- (b) Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the Town Representative. The employee's decision to receive time off must be conveyed to the Town Representative within seventy-two (72) hours of the conclusion of the overtime. This time off (hereinafter referred to as "banked time") to be accumulated to a maximum of forty (40) hours per calendar year. Any carry over time not used will be allowed up to forty (40) hours in the succeeding year. In any given calendar year an employee will be allowed only forty (40) hours banked time.

16:03 Meal Periods

An employee recalled to work during his/her meal period shall be paid time and one-half (1 ½) for all time worked during the meal period.

16:04 Sharing of Overtime

Overtime and callback shall be distributed on an equal opportunity basis among employees who are qualified to perform such work.

16:05 Callback

An employee who is called back to work outside his/her normal working hours shall be paid a minimum of four (4) hours at the applicable overtime rate.

16:06 Compensation for Work on Paid Holidays

If an employee is required to work on a paid holiday as listed in Clause 17:01, he/she shall be paid, in addition to his/her regular pay, time and one-half (1 ½) for each hour worked.

16:07 No Layoff to Compensate for Overtime

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

16:08 Calculating of Overtime Rates

An employee who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his/her regular hours during such absence.

16:09 Overtime on an Employee's Day Off

An employee who works on his/her day off, shall be paid time and one-half (1 ½) for all hours worked.

16:10 Standby

An employee required to perform standby duty shall be paid two dollars and fifty cents (\$2.50) for each hour of shift on standby which shift shall be no less than four (4) hours.

16:11 Employees who are required to work two (2) hours or more beyond their regular shift shall be entitled to a meal allowance of twelve dollars (\$12.00).

ARTICLE 17 **HOLIDAYS**

17:01 Paid Holidays

Employees shall receive one (1) day paid leave for each of the twelve (12) holidays as follows provided he/she is not on lay-off at the time of the holiday:

- (a) New Year's Day
- (b) Good Friday
- (c) St. Patrick's Day

- (d) Discovery Day
- (e) Memorial Day
- (f) Orangeman's Day
- (g) Civic Holiday
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Armistice Day
- (k) Christmas Day
- (l) Boxing Day

Two (2) floater days to be mutually agreed between Employer and employee. If agreement can not be reached, the employee shall be paid for the day(s) if not taken by December 31.

17:02 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.

17:03 Paid Holidays 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.

ARTICLE 18 **ANNUAL LEAVE**

18:01 (a) Employees shall be granted vacation on a pro rata basis based upon the time worked in the preceding calendar year, calculated in complete months. "Pro rata basis" shall mean one-twelfth (1/12) of the annual vacation for each complete month worked. The annual vacation allowance shall be as follows:

0 - 3 years	10 days at the regular rate of pay
4 - 6 years	15 days at the regular rate of pay
7 - 15 years	20 days at the regular rate of pay
16 years & over	25 days at the regular rate of pay

Vacations shall be scheduled by mutual consent between the Employer and employee, taking into consideration the requirements of the Employer's operations; nevertheless, the Employer shall make every reasonable effort to accommodate the request of the employee. All requests for annual vacation shall be in writing.

- (b) Seasonal and temporary employees shall be paid vacation pay with each regular pay cheque.
- (c) If a statutory holiday falls within an employee's vacation period, the day will be charged to his/her statutory holiday allotment and the vacation day displaced. The employee may take the displaced day immediately adjacent to the scheduled vacation or may elect to take the vacation day later in the year.
- (d) There shall be no anticipation of annual leave.
- (e) Due to exigencies of the Town of Kippens, vacation may be rescheduled, but all vacation time is to be used before the end of the calendar year or forfeited with any lost vacation due to said exigencies being paid on the first pay period following the cut off date.

ARTICLE 19 **SICK LEAVE**

19:01 **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.

19:02 **Paid Sick Leave**

All employees are eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service to a maximum of one hundred and forty (140) days. Part-time employees shall earn and be awarded this benefit on a pro-rated basis.

19:03 **Proof of Illness**

The Employer may require an employee to submit a medical certificate during any period that an employee is on sick leave. In any event, sick leave in excess of three (3) consecutive working days at any time or six (6) working days in the aggregate in any year shall not be awarded

to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the Town Representative.

19:04 Sick Leave During Leave of Absence and Layoff

When an employee is given paid vacation or special paid leave of absence, he/she shall receive upon his/her return to work appropriate 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.

- 19:05
- (a) When an employee has used the maximum of sick leave which may be awarded to him 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, and if not, on special leave without pay. Medical certificates shall be submitted as required by the Employer.
 - (b) Where an employee has proceeded to special leave without pay under circumstances outlined in Clause 19:05(a), such leave shall be limited to the time certified as necessary by a qualified medical practitioner for recovery. When it becomes apparent that recovery is unlikely, the employee will be required to apply for any pension benefits to which he/she may be entitled. If no benefit is available, the employee shall be terminated.

19:06 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.

19:07 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.

19:08 Sick Leave During Special Leave Without Pay

An employee on special leave without pay shall not accumulate sick leave during such period of special leave without pay.

19:09 Sick Leave Credits for the Last Month of Employment

For the purpose of this Article, an employee who receives full salary or wages in respect of fifty (50) percent 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.

ARTICLE 20 LEAVE OF ABSENCE

20:01 Negotiation Pay Provision

Employee representatives of the Association shall be provided with leave for the purpose of negotiating a renewal of this Agreement, however, such leave shall be limited to one (1) employee and for a maximum of three (3) person-days, until such time as the bargaining unit may reach a number in excess of fourteen (14) employees at which time the provision shall rise to a maximum of two (2) employees and six (6) person-days, respectively. Such time shall be provided only for the purpose of actual negotiation meetings with the Employer and the three (3) person days and/or the six (6) person-days, respectively, shall be used within a period of three (3) consecutive calendar days. There will be no payment for any negotiation time other than as outlined herein.

20:02 Leave of Absence for Association Business

Upon written request by the Association to the Town Representative, leave of absence without pay shall be granted by the Town Representative to employees elected or appointed to represent the Association at Association functions, up to a limit of a total of five (5) working days per year accumulated for the entire bargaining unit. It is understood that the Association will give the Employer two (2) weeks' notice of such leave.

20:03 Leave of absence (Unpaid) for Full Time Association Representatives

An employee who is selected or elected to a full time position with the Association or any body with which the Association is affiliated shall be granted leave of absence for a period of one (1) year. Such leave shall be renewed for one (1) additional year in the event an employee is filling an elected position.

20:04

Bereavement Leave

Subject to Clause 20:05 (c) an employee shall be entitled to bereavement leave with pay as follows:

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, fiancée, or near relative living in the same household, three (3) consecutive days.
- (b) In the case of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day.

In the case of the death of an employee's aunt or uncle, time off with pay will be granted not to exceed one-half (½) a day.

- (c) If the death of a relative referred to in Clause 20:05 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral provided the funeral takes place outside the Province and provided the employee actually attends the funeral.

20:05

Maternity Leave

- (a) Service Requirements for Maternity Leave

A female employee shall be eligible for maternity leave without pay and without loss of benefits at the end of the sixth month of pregnancy provided that she has completed her four (4) calendar month probationary period.

- (b) Request for Extension of Maternity Leave

An employee shall be permitted to commence maternity leave at the beginning of her sixth month of pregnancy and maternity leave may be extended to a maximum of fifty-two (52) weeks after the date of termination of her pregnancy.

- (c) Protection of Position and Benefits

The Employer will protect the position and accrued benefits of the employee while on maternity leave.

(d) Procedure for Return to Duty

The employee who has been on maternity leave may return to duty after she has produced a certificate of fitness from her physician and at the same time has given two (2) weeks notice of her intention to so return.

(e) Illness Associated with Pregnancy

An employee may be awarded sick leave for illness that is the result of, or may be associated with, pregnancy.

(f) Seniority Status During Maternity Leave

While on maternity leave an employee shall accumulate seniority.

(g) Employer Payment of Employee Benefits During Maternity Leave

During the period of maternity leave, the Employer shall continue to pay the Employer's share of the premiums for hospital, medical and group insurance and other employee benefits of this Agreement provided that the employee continues to pay her share of the appropriate premium.

20:06 Adoption Leave

Subject to the approval of the Town Representative, special leave without pay for a period of up to four (4) months shall be granted to an employee when the employee legally adopts a child and upon presentation of proof of such adoption.

20:07 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 juror or witness in any Court. The employee will present proof of service that he/she attended as a juror or witness and will refund to the Employer any monies received for either jury or witness duty.

20:08 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.

20:09 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/her.

20:10 The Employer shall grant an employee up to five (5) days leave of absence in any calendar year, with or without pay as the circumstances may suggest, for purposes of attending to other urgent matters of personal business.

ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES

21:01 Payment of Wages

It is agreed that the employer shall pay wages by direct deposit on the Friday following the pay period, defined as one (1) week, starting on Saturday and ending on a Friday, in which the wages were earned. Overtime for the same pay period shall be paid at the same time. On each pay day, each employee shall be provided with an itemized statement of wages, overtime and payroll deduction, as required by the Labour Standards Act.

21:02 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 four (4) hours or greater of normal work day.
- (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. This provision shall not apply in a "bumping" situation.
- (c) An employee temporarily assigned outside the bargaining unit will be paid ten percent (10%) above their current rate.

21:03 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 advanced payment, shall receive prior to commencement of his/her annual vacation any regular pay cheque(s) which may fall due during his/her vacation.

21:04

Transportation

- (a) When, in the course of 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 request the use of the employee's own vehicle with reimbursement in accordance with the Employer's Policy. An employee shall not, except with the approval of the Town Representative, be entitled to reimbursement for transportation from his/her residence to work or return. While it is recognized that employees have the right to refuse to use their own vehicles for the Employer's business, such rights shall not be exercised in the event of emergency and shall not, in any case, be exercised frivolously or unreasonably.
- (b) Payment for use of private vehicles on the Employer's business shall be limited to the kilometer rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.

21:05

Legal Fees

The Employer shall pay all legal fees for any action initiated against an employee by virtue of the performance of his/her employment duties. If, however, action is taken as a result of negligence or wilful misconduct on the part of the employee, all legal costs and fees become the responsibility of the employee.

ARTICLE 22 **TERMINATION OF EMPLOYMENT**

22:01

Except in the case of dismissal for just cause, ten (10) working days' notice, in writing, shall be given to permanent employees whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

22:02

Except in the case of dismissal for just cause, five (5) working days' notice, in writing, shall be given to probationary employees and employees other than permanent whose services are to be terminated provided that such employees have not been hired for a specified time

period. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

22:03 Permanent employees shall give the Town Representative ten (10) working days' written notice, and all other employees shall give five (5) working days' written notice of intention to terminate employment.

22:04 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.

22:05 The period of notice may be reduced or eliminated by mutual agreement between the employee and the Employer.

22:06 Upon termination of service, an employee shall receive pay for all his/her earned current and accrued annual leave not taken by him prior to the date of termination of his/her services plus pay for his/her accumulated annual leave up to a maximum of twenty (20) days not taken by him prior to the date of termination of his/her services, provided however, that any indebtedness to the Employer may be deducted from such payment.

ARTICLE 23 **MEDICAL BENEFIT PACKAGE**

23:01 The Employer agrees to reimburse employees for eighty percent (80%) of medical expenses including prescription eyeglasses, prescription medications, dental, hearing aid and any other paraprofessional services including chiropractic, physiotherapy and massage therapy, up to a maximum of one thousand seven hundred dollars (\$1,700) per year per each Union employee. The employee will be responsible for payment of the remaining twenty percent (20%). Reimbursement by the Employer will require proof of original receipts. It is understood that the one thousand seven hundred dollars (\$1,700) cannot be carried over to another year and the employee must exhaust all other sources of insurance prior to availing of the eighty percent (80%).

ARTICLE 24 **PENSION PLAN**

24:01 Effective the first pay period following the date of signing of this Agreement the Employer agrees to cost share RRSP's with employees on a 50/50 basis to a maximum amount of one thousand eight hundred dollars (\$1,800.00), annually on a pro rata basis. Participation in the RRSP Plan will be on a voluntary basis.

ARTICLE 25 **SEVERANCE PAY**

25:01 An employee who has completed not less than nine (9) years of continuous service in the employ of the Employer is entitled to be paid upon resignation or retirement, severance pay to the amount obtained by multiplying the number of complete years of continuous employment by his/her weekly salary, to a maximum of twenty (20) weeks.

25:02 For the purpose of This Article, periods of authorized leave with pay shall be regarded as continuous service, and the period of leave with pay shall be counted as service when determining the total amount of service of an employee.

ARTICLE 26 **EFFECT OF LEGISLATION**

26:01 Continuation of Acquired Rights

All provisions of This Agreement are subject to applicable laws now or hereafter enacted or proclaimed. In the event that any legislation or regulation shall invalidate any portion of this/her Agreement, the entire Agreement shall not be invalidated and all other 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 positions thus invalidated may be amended as required by law.

ARTICLE 27 **PROTECTIVE CLOTHING**

27:01 The Employer shall provide a yearly allowance of three hundred dollars (\$300.00) to outside workers for the purpose of assisting such workers in the acquisition of suitable safety equipment and protective clothing, defined as coveralls with reflective striping, safety boots and work gloves.

ARTICLE 28 **AMENDMENT BY MUTUAL CONSENT**

28:01 It is agreed by the parties to this/her Agreement that any provision in this/her 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/her Agreement.

ARTICLE 29 TRAVEL ON THE EMPLOYER'S BUSINESS

29:01 Employees required to travel on Employer's business will be paid travel, meals, valet and phone calls consistent with the Employer's policy covering same.

29:02 For travel on the Employer's business for less than one (1) day, the appropriate individual meal allowance(s) shall apply.

29:03 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</u> <u>Nights on Travel Status</u>	<u>Maximum Allowable</u> <u>Claim</u>
1 - 3	Nil
4 - 7	\$ 3.50
8 - 14	7.50
15 - 21	10.50
For each additional seven (7) nights	3.50

29:04 When an employee has been on overnight travel status for a period of three (3) consecutive days, he shall be reimbursed for the cost of one (1) personal long distance call, not longer than three (3) minutes at the person-to-person rate for each such period on travel status. The charge for this/her telephone call may be included on the hotel bill, or if the employee calls collect, the subsequent telephone bill showing the appropriate charge shall be submitted with the travel claim.

29:05 (a) An employee required to travel on the Employer's business shall be deemed to be working for the Employer.

(b) For the purpose of this/her Article, "travel" means travel on the Employer's business, duly authorized for an employee by the Employer, by land, sea or air between his/her headquarters area and a location or locations outside his/her headquarters area to perform duties assigned to him by the Employer. Travel between points outside the headquarters area as above shall also be deemed to be travel for the purpose of this/her Article.

ARTICLE 30 **JOB SECURITY - SUCCESSOR RIGHTS**

30:01 In the event the Council agrees that the municipality of Kippens is to be disbanded, placed under jurisdiction of some other municipality, or is to be part of a regional government/council, it is agreed that the Employer will make every effort to protect the jobs of all members of the bargaining unit. In the event employees are to be laid off as a result of the above actions, the employees will be given six (6) weeks notice of layoff or pay in lieu of notice.

30:02 Should the Town of Kippens expand its boundaries, the Employer shall use its best efforts to ensure the continuation of the employment of current active employees.

ARTICLE 31 **NO STRIKE NO LOCKOUT**

31:01 The Union agrees that there shall be no strikes during the life of this/her Agreement; and the Employer agrees that there shall be no lockout during the life of this/her Agreement.

ARTICLE 32 **DURATION & RE-NEGOTIATION**

32:01 * This Agreement shall be effective from March 1, 2021 and shall remain in full force and effect until February 28, 2025 and shall remain in effect from year to year unless notice is given, in writing, by one party to the other to terminate or renegotiate the agreement. Notice to terminate or renegotiate the agreement shall be given no more than ninety (90) calendar days prior to the expiry of the Agreement. Upon provision of Notice to re-negotiate, the Agreement shall remain in effect until such time as a new Agreement is reached.

32:02 Subject to Clause 32:01, either party desiring to propose changes to this/her Agreement shall, within the notice period in 32:01, provide to the other party, in writing, details of the proposed changes. Within thirty (30) days of receipt of such proposals, or such longer period as the parties may mutually agree, the other party is required to enter into negotiations with regard to the re-negotiation of the Agreement.

ARTICLE 33 **SEXUAL AND PERSONAL HARASSMENT**

33:01 The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment, and the parties undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of an employee has taken place, the Employer

shall take appropriate action to ensure that the sexual harassment ceases. The victim shall be protected from repercussions which may result from the complaint.

33:02

Definition

Sexual harassment is comprised of sexual comments, gestures, or physical contact that the perpetrator knows, or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis or a series of incidents. It is unsolicited, one-sided and/or coercive. Both males and females may be the perpetrators and/or victims of sexual harassment.

Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances, or alternatively, the threat of reprisal for refusing.

Sexual harassment can be expressed in a number of ways which may include:

- Unnecessary touching or patting;
- Suggestive remarks or other sexually aggressive remarks;
- Leering (suggestive staring) at a person's body;
- Demand for sexual favours;
- Compromising invitations;
- Physical assaults.

Harassment of a personal nature is any behaviour that endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee, which is based on race, religion, religious creed, sex, sexual orientation, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin or Union status.

ARTICLE 34 **SALARIES/WAGES**

34:01 Wage or salary rates as set forth in Schedule "A" will become effective in the amounts and as of the dates noted in the Schedule.

ARTICLE 35 **PERSONAL LOSS**

35:01 The Employer agrees to provide all tools employees require to perform their duties. In the event the Employer requests an Employee to use his/her own tools the employee will replace tools lost, broken or stolen with tools of comparable quality.

ARTICLE 36 **TECHNOLOGICAL CHANGE**

36:01 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/her Collective Agreement, the Employer will notify the Association of the proposed change.

36:02 Consultation

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

36:03 Training Benefits

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

- 36:04 (a) Where an affected employee elects not to avail of training as provided for under Clause 29:03, the Employer agrees that where possible the effect on the employee of changes contemplated by Clause 29:01 will be minimized by transfer or re-assignment within the employ of the Employer.
- (b) An employee transferred or re-assigned in accordance with (a) above, will have not suffered any reduction in his/her/her regular salary, unless such employee has refused, without giving reasons acceptable to the Employer, to avail of training in accordance with Clause 29:03.

36:05 No New Employees

No new employee(s) will be hired by the Employer 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 29:03.

36:06 Notwithstanding any of the above, it is agreed that where an employee elects not to avail of training opportunities under Clause 29:03 or where it is not possible to transfer or re-assign the employee within the employ of the Employer because of the non-existence of available positions, the employee will be terminated and notice will be served in accordance with Article 25 - Termination of Employment.

ARTICLE 37 **CONTRACTING OUT/JOB SECURITY**

37:01 The Employer agrees that during the life of this Agreement, work normally performed by members of the bargaining unit shall not be contracted out in such a manner as to affect the regular wages and benefits of current employees.

37:02 The Employer agrees to continue the employment of bargaining unit members to provide the services currently provided by them to the Town.

Notwithstanding this/her commitment, the Employer reserves the right to contract out any portion of its operation which cannot be done with the Employer's own resources.

37:03 For the purpose of this/her Article, resources shall be defined as equipment and personnel, however, the Employer agrees to assign work of the Bargaining Unit to employees of the bargaining unit to maximize their daily or weekly hours, before work is assigned outside the Bargaining Unit. This is subject to the employee's in the bargaining unit being deemed qualified.

37:04 When contracting out within the public Tendering act is anticipated the Employer agrees to give the Union one (1) month notice of same.

ARTICLE 38 **JOB CLASSIFICATION**

38:01 Job Classification

It is understood and agreed by the parties signatory hereto that all classification action shall be taken by the Employer and that should there be a disagreement between the parties on the level of remuneration determined by such action which is not settled through subsequent consultation, such disagreement shall be settled through reference to arbitration.

38:02 Should there be any delay in settling any dispute arising out of any classification action taken by the Employer, the Employer shall proceed to fill the position and/or pay the incumbent at the level established.

38:03 Should there be any change in the classification as a result of any arbitration as anticipated in Clause 36:01, any adjustments will be effective as of the original date of filling or classification, as the case may be.

38:04 Job Descriptions

The Employer agrees to draw up position descriptions within sixty (60) days for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be official position descriptions, however, the parties shall have the benefit of a two (2) week period following their presentation to the Union for the purpose of consultation prior to their being considered to be final.

38:05 No Elimination of Present Classifications

Existing Classifications shall not be eliminated without prior agreement with the Union.

SCHEDULE "A"

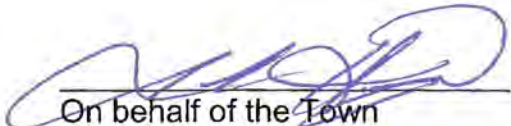
<u>Classification</u>	<u>March 1/21</u>	<u>March 1/22</u>	<u>March 1/23</u>	<u>March 1/24</u>
Operator	25.84	26.62	27.42	28.24
Office Assistant	20.24	20.85	21.48	22.12
Labourer	19.15	19.72	20.31	20.92
Lead Hand/Operator	26.90	27.71	28.54	29.40

Effective March 1, 2021	3%
Effective March 1, 2022	3%
Effective March 1, 2023	3%
Effective March 1, 2024	3%

Retroactivity to March 1, 2021.

MEMORANDUM OF UNDERSTANDING


Work assignments from the Employer shall be given by the Town Representative.


On behalf of the Town
of Kippens

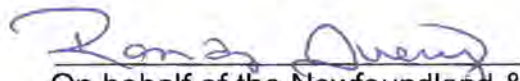

On behalf of the Newfoundland & Labrador
Association of Public & Private Employees

MEMORANDUM OF UNDERSTANDING

Effective signing of this Agreement, the position of Town Clerk will be removed from the Bargaining Unit. The incumbent, Debbie Cormier, will remain in the position until she retires/resigns.




On behalf of the Town
of Kippens



On behalf of the Newfoundland & Labrador
Association of Public & Private Employees

MEMORANDUM OF UNDERSTANDING

The Employer agrees to review the job description of the Office Assistant position, which will be completed within three (3) months after the signing of this Agreement with the intent to determine the full scope of the duties and responsibilities.



On behalf of the Town
of Kippens

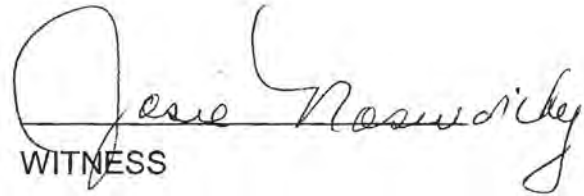


On behalf of the Newfoundland & Labrador
Association of Public & Private Employees

IN WITNESS whereof the parties hereto have executed this Agreement this 13th
day of May in the year 2022

SIGNED ON BEHALF OF THE TOWN OF KIPPENS:

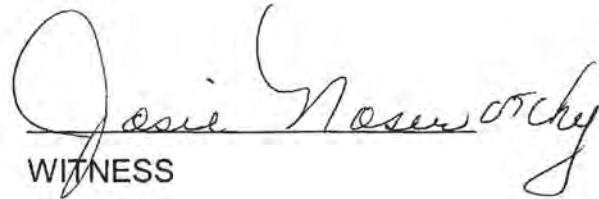



WITNESS

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






WITNESS

Memorandum of Understanding
Between Town of Kippens
& Newfoundland and Labrador Association
of Public and Private Employees


WHEREAS NAPE represents employees with the Employer whose terms and conditions of employment are governed by the Town of Kippens Collective Agreement, Effective March 1st, 2017, the NAPE Collective Agreement”); and

WHEREAS the Employer approached NAPE to introduce a new classification within the bargaining unit, more specifically, Accounting Clerk

WHEREAS the current collective agreement is up for renewal and the memorandum of understanding will come into effect prior to renewal and signing of new collective agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by the Parties hereto, and subject to the terms and conditions set out in this Agreement, the Parties agree as follows:

1. The position of Accounting Clerk will become a Bargaining unit position upon signing of this memorandum of understanding.
2. The outline for the new classification is covered in Job posting document, titled Town of Kippens Accounting Clerk job posting – 2022 – NAPE Submission Feb. 16. 2022.pdf, received by NAPE on Feb. 16th, 2022. Scope of position, functional responsibilities, qualifications, physical skill and effort.
3. A Job description will be submitted to NAPE, 6 months from the renewal of the new collective agreement.
4. The salary for this position will be \$24.46 hourly.
5. The parties are bound by the terms of this agreement.



For the union



For the employer

Feb 18, 2022

Date

Feb 18, 2022

Date