



COLLECTIVE AGREEMENT

between

MUSGRAVE HARBOUR TOWN COUNCIL

and

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

(January 1, 2022 - December 31, 2024)

THIS AGREEMENT made this 29th day of March, Anno Domini,
Two Thousand Twenty-Two;

BETWEEN:

THE MUSGRAVE HARBOUR TOWN COUNCIL

of the one part;

AND

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

of the other part;

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

TABLE OF CONTENTS

<u>ARTICLE NUMBER AND NAME</u>	<u>PAGE NO.</u>
1 Preamble	1
2 Management Rights	1
3 Definitions	1
4 Recognition	4
5 Union Security	5
6 Checkoff	6
7 Correspondence	7
8 Grievance Procedure	7
9 Arbitration	9
10 Labour Management Committee	10
11 Absence from Work Due to Weather Conditions	11
12 Probation, Discharge, Suspension and Discipline	12
13 Seniority	13
14 Promotions and Staff Changes	15
15 Layoff and Recall	17
16 Hours of Work	17
17 Overtime	18
18 Holidays	20
19 Annual Leave	21
20 Sick Leave	23
21 Leave of Absence	25
22 Payment of Wages and Allowances	29
23 Personal Loss	30
24 Strikes and Lockouts	30
25 Termination of Employment	31
26 Employee Benefits	31
27 Technological Change	32
28 Effect of Legislation	32
29 Contracting Out	32
30 Protective Clothing	33
31 Amendment by Mutual Consent	33
32 Travel on Employer's Business	33
33 Salaries	33
34 Job Classification	34
35 Crossing of Picket Lines During Strike	35
36 Occupational Health and Safety	35
37 Past Practice	36
38 Orientation Program	36
39 Sexual and Personal Harassment	36
40 Copies of Agreement	36
41 Duration	37
42 General	37
Schedule "A" - Salary Implementation Formula	38
Letter re Work Schedule	39
MOA - Job Description - Permanent Operator	40

ARTICLE 1 PREAMBLE

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

ARTICLE 2 MANAGEMENT RIGHTS

- 2:01 The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the Town 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 being 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 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

- 3:02 For the purpose of this Agreement:

- (a) "Bargaining Unit" means the Bargaining Unit recognized in accordance with Article 4.
- (b) "Classification" means the identification of a position by reference to a class title and pay range number.
- (c) "Council" is the Council of the Town of Musgrave Harbour.
- (d) "Day of rest" means a calendar day on which the employee is not ordinarily required to perform the duties of his/her position other than:

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

- (r) "Probationary period" means a period of fifteen (15) calendar weeks from the date of employment.
- (s) "Promotion" means an action 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) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods in which an employee is on layoff or approved leave of absence.
- (w) "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.
- (x) "Temporary employee" means a person who is employed on a full time basis for a specific period or for the purpose of performing specific work and who may be laid off at the end of such period or following the completion of such work. Such employees will be given the date of layoff in writing and if any extension is necessary, the new layoff date will also be in writing.
- (y) "Transfer" means the movement of an employee from one (1) position to another which does not result in promotion or demotion.
- (z) "Termination" means the final severance of employment of an employee because:
 - (i) the employee resigns;
 - (ii) is dismissed for just cause and not re-instated;
 - (iii) the employee is laid off for a period longer than two (2) years.
- (aa) "Union" means the Newfoundland and Labrador Association of Public and Private Employees with Headquarters in St. John's.
- (bb) "Vacancy" means an opening which is either permanent, part-time or

of a temporary nature for more than one (1) week.

(cc) "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.

(dd) "Year" means a calendar year.

ARTICLE 4 RECOGNITION

4:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees save and except the Town Clerk.

4:02 Work of the Bargaining Unit

Persons whose jobs are not in the Bargaining Unit shall not work on jobs which are included in the Bargaining Unit.

4:03 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.

4:04 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, layoffs, recall, discipline, classification, discharge, assignment of work or otherwise by reason of age, race, creed, sex, mental and physical disability or marital status, nor by reason of his/her membership or activity in the Union.

4:05 Temporary and Part-Time Employees

Temporary and regularly scheduled part-time employees shall be included in the Bargaining Unit.

4:06 Shop Stewards

In the interest of maintaining a harmonious relationship between the Town Council, its employees and the Union, both parties to this Agreement recognize the value and rights of Shop Stewards and Local President. By investigating complaints of an urgent nature, preparing and presenting grievances on behalf of employees, carrying out assigned safety committee

responsibilities and attending management meetings when requested, it is hoped that Shop Stewards will encourage and protect a proper Employer/employee relationship in the workplace.

4:07 Bulletin Boards

The Town Council shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

4:08 Union Access

- (a) Employees shall have the right at any time to have the assistance of a full time representative of the Union on all matters relating to Employer/employee relationships. Union representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigations 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.

4:09 Employee Rights

Notwithstanding anything contained in this Agreement, an employee may present a personal complaint to his/her Employer.

4:10 New Positions

When new classifications are developed the Employer agrees to consult with the Union as to whether such classifications should be included in the Bargaining Unit. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.

ARTICLE 5 UNION 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
- (d) where copies of the Collective Agreement have been provided to the Town Council by the Union, the employee will receive a copy.

5:04 Where a Shop Steward is available, the employee will 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 a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

ARTICLE 6 CHECKOFF

6:01 The Employer shall deduct from the salary or wages of all employees within the Bargaining Unit the amount of membership dues and Local fees and forward same monthly to the President of the Union accompanied by a list of employees showing:

- (a) the contributions of each;
- (b) the employee's full name and classification and Social Insurance Number;
- (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 and Local fees paid by an employee to the Union during the current year will be recorded on his/her T-4 statement.

6:03 The Union shall inform the Employer in writing of all 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 Town Council and the President of the Union and a copy to the Local President.

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 Union Stewards to assist any employee in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

8:03 Shop Steward

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

8:04 Names of Stewards

The Union shall notify the Employer in writing of the name of each 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 representative or while attending arbitration hearings.

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 ten (10) working days after becoming aware of the occurrence of the grievance, submit his/her grievance to the Shop Steward.

Step 2

If the Steward considers the grievance to be justified, the employee concerned together with his/her Shop Steward, may within ten (10) working days submit the grievance in writing to the Mayor and an earnest effort shall be made to settle the grievance. The decision shall be given to the Shop Steward in writing within ten (10) days of receipt of the grievance.

Step 3

Failing settlement being reached in Step 2, either party may refer the dispute to arbitration within thirty (30) calendar days of the Town Council's decision in Step 2.

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 Union 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 Union may initiate a grievance and shall commence at Step 2.

8:10 Union May Institute Grievance

The Union and its representative 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 3.

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.

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 Objections to Grievances

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

ARTICLE 9 ARBITRATION9:01 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 Employment and Labour Relations 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 allegations and render a decision within sixty (60) 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 (½) of the fees and expenses of the Arbitrator.

9:07 Amending of Time Limits

The time limits fixed in both Grievance and Arbitrator 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 witnesses. Employees appearing as witnesses shall be considered on paid leave with no loss of wages or benefits.

9:09 Conflict of Interest

No person

- (a) who has any pecuniary interest in the matters referred to the Arbitrator; 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 A Labour Management Committee shall be established consisting of one (1)

representative of the Union and one (1) representative of the Employer.

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.
- (d) The Committee shall meet at a mutually agreeable time.

ARTICLE 11 ABSENCE FROM WORK DUE TO WEATHER CONDITIONS

11:01 Adverse Weather Conditions

The following provisions shall apply to employees who are absent from work due to adverse weather conditions:

- (a) All employees are due to report to work as scheduled.
- (b) When an employee, through no fault of his/her own, is unable to report to work because of adverse weather or because of a declared state of emergency, 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 Clause 11:01 (a) above, the Employer reserves the right to close down or reduce staffing levels in any work area(s), in which event employees so affected will not be required to report for duty and shall be paid in accordance with terms of Clause 11:01 (b) above.
- (d) In the event the offices are closed due to adverse weather, employees will be sent home and employees so affected will suffer no loss in pay or other benefits.

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE12:01 (a) Probationary Period

The probationary period shall be fifteen (15) calendar weeks for all employees.

(b) Discharge Procedure

Any employee who 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. If this procedure is not followed, the discipline shall be null and void.

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 an Arbitrator, if the matter is referred to arbitration.

12:03 Warnings

- (a) 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 three (3) days of the incident, give written particulars of such censure to the employee involved. If this procedure is not followed, such written censure shall not become part of his/her record for use against him/her at any time.
- (b) When an employee is required to attend a meeting with the Employer which concerns an oral reprimand or which precedes a written warning, the Employer shall advise the employee that he/she has a right to be accompanied by a Shop Steward.

12:04 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within three (3) 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 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 fifteen (15) months have elapsed.

12:05 Personal Files

- (a) There shall be one (1) official personal file, which shall contain all adverse reports and records of disciplinary action and this file shall be maintained in the Town Office. An employee shall, at any reasonable time, be allowed to inspect his/her personal file, and may be accompanied by a representative of the Union.
- (b) A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having receiving same document by signing the file copy.

12:06 Grievance Procedure

An employee considered by the Union to be wrongfully or unjustly discharged or suspended or subject to disciplinary action shall be entitled to a hearing under Article 8, Grievance Procedure.

12:07 Performance Evaluation

An employee who feels that he/she has not been given a proper evaluation shall have the right to grieve in accordance with Article 8. Performance evaluations shall not be considered an adverse report.

ARTICLE 13 SENIORITY13:01 Seniority Defined

Subject to Clause 13:04, seniority is defined as length of service with the

Employer in a Bargaining Unit position excluding overtime. Seniority shall operate on a Bargaining Unit wide basis.

13:02

Seniority Lists

(a) The Employer shall maintain a seniority list showing the classification of each employee, the date upon which the employee's service commenced and the employee's total seniority. An up-to-date seniority list shall be sent to the Union and delivered to each employee in January of each year.

(b) Accumulation of Seniority Other Than For Time Actually Worked

Employees shall accumulate seniority in the following cases:

- (i) Annual Leave
- (ii) Sick Leave
- (iii) Special Paid Leave
- (iv) Unpaid Sick Leave
- (v) Maternity Leave
- (vi) While on Workers' Compensation
- (vii) Adoption Leave

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 their probationary period such employees shall be entitled to all benefits and rights of this Agreement.

13:04

Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall only lose his/her seniority in the event:

- (a) he/she is discharged for just cause and is not re-instated;
- (b) he/she resigns in writing;
- (c) he/she is absent from work in excess of three (3) working days without the approval of the Town Clerk or without sufficient cause;
- (d) he/she fails to return to work within twenty (20) working days following a layoff and after being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's

certificate or by other just cause. It shall be the responsibility of the employee to keep the Town Clerk 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 five (5) working days, notify the Town Council 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) employees shall have the right to refuse recall into a lower paying position or a position with less hours than his/her own without loss of seniority.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14:01 When a vacancy occurs or a new position is created either inside or outside 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 fifteen (15) calendar days. Copies of all postings are to be supplied concurrently to the Local President.

14:02 Information on Posting

For vacancies or new positions inside the Bargaining Unit, such notice 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.

14:05 Trial Period

The successful applicant shall assume his/her new duties on a trial basis for one (1) month. The Employer shall confirm the employee's appointment after the trial period of one (1) month, 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 without loss of seniority. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to his/her former position, wage or salary rate, without loss of seniority.

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 can do providing 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. An employee displaced as a result of this Clause shall have the right to bump a less senior employee.

14:08 Disabled Employee's Preference

An employee who has been incapacitated by 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 can do providing a suitable position is available and the applicable rate for the new position will apply. Such employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to bump a less senior employee.

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 providing 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. An employee displaced as a result of this Clause shall have the right to displace a less senior employee.

ARTICLE 15 LAYOFF AND RECALL15:01 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 have the right to bump a junior employee(s).

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 employees who are to be laid off no less than ten (10) working days prior to 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 salary, exclusive of overtime, that he/she would have earned during the notice period.

ARTICLE 16 HOURS OF WORK

- 16:01 (a) The scheduled work week for all employees shall be forty (40) hours per week (exclusive of meal breaks).
- (b) For outside workers, the daily hours of work for the winter months (November 1 to April 30) shall be 6:00 a.m. to 3:00 p.m., Monday to

Friday.

16:02 Rest Periods

All employees shall be entitled to a fifteen (15) minute rest period in the first and second half of the shift.

16:03 Meal Breaks

The meal break shall not exceed one (1) hour and shall be taken at such time as the Employer directs.

16:04 Days off for outside workers shall be allocated at the rate of two (2) consecutive days off. The days off shall be Saturday and Sunday except where mutually agreed between the Employer and the employee.

This shall not apply to the Park Attendants, but they shall receive two (2) days off.

16:05 Hours of Work for Part-Time Employees

Part-time employees shall work at least a minimum of three (3) hours per day.

16:06 There shall be no split shifts, i.e. there shall be no break in shifts other than authorized rest periods and meal breaks. For the purpose of the Municipal Parks, the present schedule shall remain in effect and the split shift shall not apply.

ARTICLE 17 OVERTIME

17:01 Definition of Overtime

(a) All time worked by an employee before or after his/her regularly scheduled daily or weekly hours shall be considered overtime.

(b) Approval of Overtime

All overtime is subject to the prior approval of the Town Clerk 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 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 Clerk or his/her designated representative. The employee's decision to receive time off must be conveyed to the Town Clerk or his/her designated representative within seventy-two (72) hours of the conclusion of the overtime.

17:03 Meal Periods

Subject to Clause 16:01 (c) (ii), all employees shall be entitled to a meal break of one (1) hour per shift. 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, to a maximum of one and one-half (1 ½) hours.

17:04 Sharing of Overtime

Overtime and callback shall be divided as equally as possible among employees qualified to perform the available work.

17:05 Callback

- (a) An employee who is called back to work outside his/her normal working hours shall be paid at time and one-half (1 ½) for each hour worked. This time can be granted as time off at the above rate if mutually agreed.
- (b) Transportation expenses shall be paid to employees recalled to work to a maximum of ten dollars (\$10.00) for each recall or the appropriate kilometer 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, 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 day off shall be paid time and one-half (1 ½) for all hours worked.

ARTICLE 18 HOLIDAYS

18:01 Paid Holidays

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

- (a) New Year's Day
- (b) Good Friday
- (c) Commonwealth Day
- (d) Canada Day
- (e) Civic Holiday
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Armistice Day
- (i) Christmas Day
- (j) Boxing Day
- (k) Any other day proclaimed as a special holiday by the Provincial Government
- (l) Four (4) floating holidays.

18:02 Compensation for Work on Paid Holiday

An employee who is required to work on a paid holiday listed in Clause 18:01, shall be paid at the rate of time and one-half (1 ½) for each hour worked in addition to another hour off with pay at straight time for each hour worked.

18:03 Compensation for Holidays Falling on Saturday or Sunday

When any of the aforementioned holidays fall on a weekend and is not proclaimed as being observed on the same day, employees shall observe the day proclaimed as a holiday on the Monday following the holiday.

18:04 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.

18:05 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.

ARTICLE 19 ANNUAL LEAVE

19:01 Length of Vacation

The maximum annual leave which an employee shall be eligible for in any year be as follows:

<u>Years of Service</u>	<u>Number of Days</u>
Up to three (3) years	Two (2) weeks
From four (4) to ten (10) years	Three (3) weeks
From eleven (11) to nineteen (19) years	Four (4) weeks
Twenty (20) years and over	Five (5) weeks

- (a) No annual leave may be taken by an employee until he/she has not less than six (6) months of service prior to taking leave.
- (b) 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.
- (c) 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.

19:02 Annual leave shall not be taken except with prior approval of the Town Clerk. No annual leave shall be taken during the winter months (November 1 to April 30). However, subject to the operational requirements of the Town Council, the Town Clerk shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the employee.

19:03 In the event an employee works during periods of annual leave, he/she shall be paid time and one-half (1 1/2) for each hour worked in addition to another hour off with pay at straight time for each hour worked.

19:04 An employee may carry forward to another year one (1) week of annual leave not taken by him/her in previous years.

19:05 (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 and upon production of a medical certificate.

(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.

(c) If an employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

19:06 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time to be mutually agreed upon.

19:07 Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period. However, should any salary increase become effective during the employee's vacation period, he/she shall receive the benefit of such increase from the effective date.

19:08 Vacation Pay on Termination or Retirement

An employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/her vacation, shall be entitled to an equivalent payment of salary or wages in lieu of such vacation at termination, provided that the employee gives proper notice of termination. In the event that proper notification is not given, the Employer shall deduct the number of days for which the notice was not given.

19:09 Selecting of Vacation Dates

Preference in the selection of vacation dates will be made available to employees on the basis of seniority.

19:10 Vacation Schedule

- (a) Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.
- (b) Employees must request, in writing, two (2) weeks before desired date of annual leave.

19:11 Accumulation of Vacation Credits While on Annual Leave

An employee shall be eligible to accumulate vacation credits while on such leave or any other paid leave.

19:12 Unused Vacation Paid to Estate

Any earned but unused vacation of a deceased employee shall be paid to such employee's spouse or children.

19:13 Annual Leave of Short Duration

An employee may request annual leave of short duration and such request shall not be unreasonably denied by the Town Clerk.

19:14 Annual Leave Records

Annual leave that each employee has to his/her credit shall be posted by March 31st of each 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

An employee is eligible to accumulate sick leave with full pay at the rate of one and one-half (1 ½) days per month.

20:03 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all scheduled working days absent for sick leave. Absence on account of illness for less than one-half ($\frac{1}{2}$) day shall not be deducted. Absence for one-half ($\frac{1}{2}$) day or more, and less than a full day shall be deducted as one-half ($\frac{1}{2}$) a day.

20:04 Proof of Illness

Before receiving sick leave with full pay an employee shall 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 unable to carry out his/her duties due to illness.

20:05 Sick Leave During Leave of Absence and Layoff

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 credits for the period of such absence, but shall retain his/her accumulative credits, if any, existing at the time of such layoff.

20:06 Sick Leave Records

Upon signing of this Agreement and 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.

20:07 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.

20:08 Sick Leave During Special Leave Without Pay

An employee on special leave without pay for a full calendar month shall not accumulate sick leave during such period of special leave without pay.

20:09 Sick Leave Credits for the First and Last Month of Employment

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

20:10 An employee shall be permitted to carry over into the next year any unused portion of his/her sick leave to a maximum of sixty (60) days.

ARTICLE 21 LEAVE OF ABSENCE21:01 Negotiation Pay Provision

Representatives of the Union not to exceed one (1) 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.

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 Union Business

- (a) Upon written request by the Union to the Supervisor, leave of absence with pay and without loss of benefits shall be granted by the Supervisor to employees elected or appointed to represent the Union at Union functions, including the functions listed in paragraph (b) thereof, up to a limit of a total of twenty (20) working days per year accumulated for the entire bargaining unit. On reasonable notice to the Supervisor, 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 Union functions. Leave of absence without pay shall be granted to the Executive and/or Shop Steward to attend Executive and Committee meetings of the Union, its affiliated or chartered bodies.
- (b) Union functions shall include the Biennial Convention of the Newfoundland and Labrador Association of Public and Private Employees, the Component Convention of the Newfoundland and Labrador Association of Public and Private Employees, the Convention of the Newfoundland and Labrador Federation of Labour, the Conventions of the Canadian Labour Congress, the National

Union of Public and General Employees, Local Officers' Seminars and Educational Seminars sponsored in whole or in part by the Union, meetings of the Provincial Executive and the Provincial Board of Directors.

- (c) Additional leave without pay for the purpose of attending to Union business may be granted by the Supervisor if requested and on reasonable notice.

21:04 Leave of Absence for Full Time Union Representative

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

21:05 Paid Bereavement Leave

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, grandmother, grandfather, common-law spouse, mother-in-law, father-in-law, three (3) days.
- (b) In the case of the death of an employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law or near relative living in the same household, one (1) day.
- (c) In cases where extraordinary circumstances prevail, the Supervisor may grant two (2) additional days, other than those referred to in Clause 21:05.

21:06 Maternity Leave

- (a) Subject to Clause 21:06 (b), an employee may, upon the advice of her physician, request maternity leave without pay to start not earlier than three (3) months prior to the expected date of delivery and the employee shall be granted maternity leave in accordance with this Article.
- (b) An employee may be permitted to commence maternity leave at the beginning of her sixth month of pregnancy. The maximum maternity leave allowed under this Clause shall be fifty-two (52) weeks in total.
- (c) The employee shall resume her former position and salary upon

return from maternity leave, with no loss of accrued benefits.

- (d) Periods of maternity leave in excess of twenty (20) days in any year shall not be reckoned for sick leave purposes.
- (e) The employee may return to duty after two (2) weeks' notice of her intention to do so on production of a satisfactory certificate of fitness from her physician.
- (f) An employee may be awarded sick leave for illness that is associated with pregnancy before commencement of maternity leave.
- (g) While on maternity leave, employees shall continue to accumulate service for seniority and annual leave purposes only (no retroactive application).
- (h) An employee who applied for a position in accordance with Clause 14:01 while on maternity leave shall be considered for that job posting in accordance with the provision of Clause 14:01. If the employee on maternity leave is successful, her trial period shall start upon return to work.
- (i) Upon written request to the Employer from the employee who is on maternity leave, job postings shall be forwarded to the employee.

21:07

Adoption Leave

- (a) Subject to the approval of the Employer, special leave without pay for a maximum period of thirty-three (33) weeks shall be granted to an employee who legally adopts a child and upon presentation of proof of adoption. While on adoption leave, employees shall continue to earn service for seniority and vacation purposes. Such leave shall not be unreasonably denied.
- (b) The employee shall resume his/her former position and salary upon his/her return from adoption leave with no loss of accrued benefits.
- (c) The employee may return to duty after two (2) weeks' notice to the Employer.

21:08

Paid Jury or Court Witness

- (a) The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as juror or witness in any court. Any remuneration the employee receives from the courts will be over and above his/her pay and benefits from

the Employer.

- (b) Any employee who is subpoenaed to be a juror and is subsequently not picked will be covered by this Article.

21:09 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.

21:10 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.

21:11 Family Leave

- (a) Subject to Clause 21:11 (b), (c) and (d) an employee who is required to:
- (i) attend to the temporary care of a sick family member living in the same household;
 - (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 related to the adoption of a child; and
 - (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) and (v) of Clause 21:11 (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) A temporary employee shall only be granted family leave if he/she reports to work following a recall and subsequently qualifies for family leave during that period for which he/she was recalled.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22:01 Availability of Salary Cheques

It is agreed that the Employer shall continue to pay salaries every two (2) weeks subject to the employee electing to take overtime in lieu. Overtime pay will be included in the regular pay cheque for the pay period next succeeding the pay period during which the overtime was earned. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime and other payroll deductions.

22:02 Pay on Temporary Transfers, Higher Rater 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 that position for a minimum of one-half (1/2) of his/her 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.

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

When, in the course of his/her duties, an employee is required by the Employer to travel out of town on 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 Provincial Government rate in effect at the time the travel occurred. Employees have the right to refuse to utilize their own vehicles for the Employer's business.

22:05 Salaries

Salaries shall be established in accordance with Schedule "A" of the Collective Agreement.

ARTICLE 23 PERSONAL LOSS

23:01 Subject to Clauses 23:02 and 23:03 where an employee, in the performance of his/her duty, suffers any personal loss and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for any loss suffered. All claims will be submitted to Council for final approval.

23:02 All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the Town Clerk or his/her designated representative.

23:03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession during the normal performance of his/her duty.

23:04 Compensation under this Article for approved claims will be paid within thirty (30) days of approval.

ARTICLE 24 STRIKES AND LOCKOUTS

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

ARTICLE 25 TERMINATION OF EMPLOYMENT

- 25:01 Employees shall give the Employer two (2) weeks' notice of their intention to terminate their employment.
- 25:02 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.
- 25:03 The period of notice may be reduced or eliminated by mutual agreement.
- 25:04 Upon termination of service an employee shall receive pay for all his/her earned current and accrued leave not taken by him/her prior to the date of termination of his/her service provided, however, that any indebtedness to the Employer may be deducted from such payment.

ARTICLE 26 EMPLOYEE BENEFITS

- 26:01 (a) The Group Insurance Plan presently in effect shall remain in effect during the term of this Agreement.
- (b) The Employer will pay fifty percent (50%) of the premiums of the Insurance Plan and the employees will pay fifty percent (50%).
- (c) Seasonal employees shall have the right to continue coverage during layoff through direct payments of one hundred percent (100%) of the premiums of the Insurance Plan.
- 26:02 All employees shall be covered by the Workers' Compensation Act. An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Commission and his/her regular salary. Such difference will not be paid by the Employer if the occupational accident occurred as a result of the employee's misuse of or failure to use, necessary safety equipment or his/her failure to follow prescribed work procedures. Pending a settlement of the insurable claim, the employee shall continue to receive full pay and benefits of this Agreement, subject to necessary adjustments. Payments under this Clause shall not be deducted from an employee's accumulated sick leave credits.
- 26:03 Liability Protection
- Employees covered by this Agreement shall be covered by the Employer's general liability insurance in the performance of their assigned duties.

ARTICLE 27 TECHNOLOGICAL CHANGE27:01 Consultation

Meetings will be arranged between the Union and the Employer within ninety (90) days of the Town Council's notification to the Union for the purpose of consulting on the effect to result from the change or to discuss training needs.

27:02 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 shall be allowed for employees taking such training. Where required, leave for such training shall be with pay.

27:03 No new employee(s) will be hired by the Council to replace any employee(s) affected by the technological change or new method of operation until the employee(s) already employed and affected by the change have been notified and allowed an opportunity to retrain in accordance with Clause 28:03.

ARTICLE 28 EFFECT OF LEGISLATION28:01 Continuous 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 portion thus invalidated may be amended as required by law.

ARTICLE 29 CONTRACTING OUT

29:01 The Employer shall not contract out work that is normally done by employees within the Bargaining Unit.

ARTICLE 30 PROTECTIVE CLOTHING

- 30:01 * An allowance of six hundred dollars (\$600.00) per year will be paid to all employees who have accumulated twelve (12) months of service.
- 30:02 Safety hats and other safety equipment shall be provided free of charge where it is required in accordance with Safety Regulations.

ARTICLE 31 AMENDMENT BY MUTUAL CONSENT

- 31:01 It is agreed by the parties to this Agreement that any provisions of this Agreement, other than the Duration of Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

ARTICLE 32 TRAVEL ON EMPLOYER'S BUSINESS

- 32:01 Employees, who are authorized to use their own vehicles while travelling on business for the Employer, shall be reimbursed as per the Provincial Government rate for approved meals and travel.
- 32:02 An employee shall be entitled to one (1) long distance call to a maximum of three (3) minutes for each three (3) days of overnight travel.
- 32:03 An employee required to travel on the Employer's business shall be deemed to be working for the Employer.

ARTICLE 33 SALARIES

- 33:01 The salaries set out in Schedule "A" will become effective from the dates prescribed in that Schedule and the salary adjustment formula set forth therein will be applied.
- 33:02 Part-time and Temporary Employees
- (a) Part-time employees shall receive the wages and benefits specified in this Agreement on a pro rata basis according to their hours of work.
 - (b) Temporary employees shall be entitled to the wages and benefits of this Agreement for the duration of their employment. Earned benefits shall be pro rated and employees will be allowed to carry forward these benefits from one period of employment to the next.

33:03 Severance Pay

Full-time employees, with ten (10) years of continuous service, shall be entitled to twenty-five (25) days' pay when their employment permanently ceases.

ARTICLE 34 JOB CLASSIFICATION34:01 Job Classification

Any job classifications which may be established during the life of this Agreement and not negotiated on during the period of negotiations of this Agreement shall be subject to negotiations between the Employer and the Union during the term of this Agreement. If the parties hereto fail to reach agreement during such negotiations, the matter may be submitted by either party for a decision to an Arbitration Board in accordance with the provisions of Article 9 of this Agreement.

34:02 Job Descriptions

The Employer agrees to draw up descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objections within thirty (30) days.

34:03 No Elimination of Present Classifications

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

34:04 Change in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he/she is unfairly or incorrectly classified, or when a position not covered in this Agreement is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or the rate of pay of the job in question, such dispute may be considered as a grievance and may be submitted under the Grievance Procedure. The new rate shall become retroactive from the time the position was first filled by the employee.

34:05 Work Within Classification

No employee shall be required to perform duties outside of his/her classification.

ARTICLE 35 CROSSING OF PICKET LINES DURING STRIKE

35:01 An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute only when there is no emergency. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 36 OCCUPATIONAL HEALTH AND SAFETY

36:01 The Employer and the Union agree to co-operate in the establishment of an Occupational Health and Safety Committee which shall be governed by the Occupational Health and Safety Act and Regulations.

36:02 The Employer will acquaint all new employees with the potential hazards of their jobs and shall inform all employees of any new safety hazards that might develop through the introduction of new machinery or new work methods.

36:03 All employees shall be required to familiarize themselves with the potential hazards associated with their duties.

36:04 Where there are reasonable grounds to believe that working alone is dangerous to an employee's health or safety, the Employer will ensure a second person is in attendance.

36:05 All matters dealing with safety shall be discussed and dealt with by the Occupational Health and Safety Committee.

36:06 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.

36:07 All members of the Occupational Health and Safety Committee and/or Worker Representatives shall receive time off with pay to participate in education programs in accordance with Clause 21:03.

36:08 Proper Accommodations

Proper accommodations shall be provided for employees to have their rest

breaks and store and change their clothes. All employees working on an unsanitary or dangerous job shall be provided with all necessary tools, safety equipment and protective clothing. The Employer will endeavour to provide locker space for the protection of clothing.

ARTICLE 37 PAST PRACTICE

37:01 The Employer agrees to continue any benefits employees presently enjoy which are not included in the Collective Agreement or that are greater than those provided for in the Collective Agreement.

ARTICLE 38 ORIENTATION PROGRAM

38:01 The Employer shall provide an orientation program to new employees which shall include information on the organization's policy and procedures.

ARTICLE 39 SEXUAL AND PERSONAL HARASSMENT

39:01 Both the Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which sexual and personal harassment does not exist.

39:02 The Employer and the Union recognize the right of employees to work in an environment free from sexual and personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment or personal harassment of a Bargaining Unit member has taken place, the Employer shall take appropriate action to ensure that the sexual harassment and personal harassment ceases. The victim shall be protected from repercussions which may result from his/her complaint.

ARTICLE 40 COPIES OF AGREEMENT

40:01 Cost of Printing

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason, the cost of printing this Agreement shall be paid on a fifty/fifty (50/50) basis.

ARTICLE 41 DURATION

41:01 * This Agreement shall be effective from January 1, 2022, and shall remain in full force and effect until December 31, 2024, or until a new Collective Agreement is signed by the parties, whichever is the latter.

41:02 Notice to Negotiate

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

41:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within thirty (30) calendar days following receipt of notice under Clause 32:01, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

ARTICLE 42 GENERAL

42:01 All employees will need to pass a random drug test as required by the Employer and the Employer will pay all costs.

42:02 All employees will need to submit a code of conduct as required by the Employer and the Employer will pay all costs.

SCHEDULE "A"

Salary Increases

	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Permanent Operator	\$24.45	\$25.15	\$25.85
Call-in Operator	\$22.65	\$23.35	\$24.05
Park Warden	\$21.65	\$22.35	\$23.05
Receptionist	\$20.65	\$21.35	\$22.05

March 28, 2022

Ms. Kim Osborne
Town Clerk
Town of Musgrave Harbour
PO Box 159
Musgrave Harbour NL
AOG 3JO

Dear Ms. Osborne:

RE: WORK SCHEDULE

This is to confirm the previous work schedule as mutually agreed between the employees and the Employer will remain in effect for the duration of this Agreement. For clarity purposes, this schedule consists of ten (10) consecutive days on, 4 consecutive days off, shift rotation.

Sincerely,

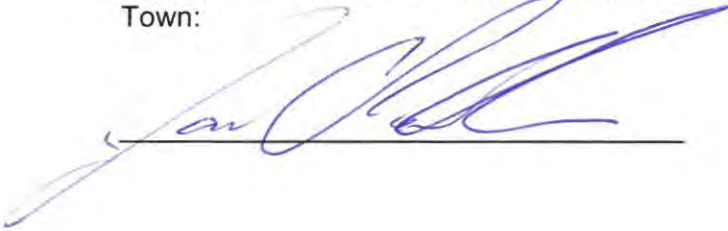
Bernadine Power
EMPLOYEE RELATIONS OFFICER

MEMORANDUM OF AGREEMENT

JOB DESCRIPTION - PERMANENT OPERATOR

For the purpose of this Agreement, means an employee with Class VIII or Class III License and can use all the Town's equipment. Performs Town outside work such as water and sewer maintenance, street maintenance, operates Town vehicles and equipment requiring the maintenance of a Class V License. Also, performs any other related duties assigned by Council.

Signed on behalf of the Musgrave Harbour
Town:



Signed on behalf of NAPE:

Bernadine Power

Date:

March 29, 2022

SIR FREDERICK BANTING MEMORIAL MUNICIPAL PARK

PARK WARDEN'S RULES AND RESPONSIBILITIES

****The same rules to apply to any temporary employee, who may be working in the park.**

- 1. The "Park Warden" is an employee for the Town of Musgrave Harbour, and is subject to the same benefits and conditions as listed in any existing union agreement.**
- 2. As an employee and Park Warden, he/she shall observe and perform the duties listed below or as instructed by the Town Council of Musgrave Harbour or the Parks and Tourism Committee.**
- 3. Raise the flag each morning and lower the same each evening.**
- 4. Occupy the warden's cabin and keep the building in a sanitary condition, reporting any defects to the Town Council. Repairs to be the responsibility of the warden wherever possible.**
- 5. No person other than the warden shall be allowed to loiter in the cabin at any time or stay overnight.**
- 6. No alcohol beverages allowed in the warden's cabin.**
- 7. The warden shall make routine visits and inspections of the park area and see it is kept as tidy and clean as possible. Attend to the care of the property and have same replaced when broken or damaged.**
- 8. The warden is responsible for the issue of all campsite permits, day passes and collection of any other fee in place. A complete record of all transactions is to be recorded and monies accounted for on a daily basis.**
- 9. Any unruly persons are to be expelled from the park and reported to the proper authorities.**
- 10. The warden is responsible to see all visitors use the park properly and observe parking signs, speed signs, use tables and picnic grounds properly, use garbage disposals and fireplaces.**

11. **Service Building. The warden will check washrooms, Laundromat and showers regularly no less than three times a day. More often if needed. Ensure the taps are not running freely and supplies are available. Washrooms to be cleaned every morning and every morning. This includes toilets, sinks, showers and floors. Laundromat to be closed at 10:00 p.m. every night.**
12. **Maintaining the grounds around all buildings, cutting grass, landscaping and keeping it free from litter.**
13. **The warden shall greet tourist in a friendly and pleasant manner. Providing information about our area and surrounding area.**
14. **The warden shall keep records of all visitors visiting the park on a daily basis. Every person to be accounted. This is very important!**
15. **Garbage collection to take place every morning.**
16. **The warden is responsible for ensuring the picnic tables and garbage cans are in their proper place.**
17. **The warden is responsible for the collection of all litter, beer caps, cigarette butts, etc. is picked up whenever and wherever. Beach or Park. This to be done on a daily basis if necessary.**
18. **A dress code to be adhere as per instruction from the Town Council or the Park and Tourism Committee.**
19. **The park will be given periodic inspections by the Town Council or the Park and Tourism Committee to ensure the above rules are carried out.**

SIGNED this 29th day of March, 2022

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

ON BEHALF OF THE MUSGRAVE HARBOUR TOWN COUNCIL:

James H. Stale - Mayor

Claudine Moulard

A Little

[Signature] (Deputy Mayor)
WITNESS

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

Jerry East

[Signature]

Robert Gray

Bernadine Power
WITNESS