



Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

between

THE TOWN OF PORT SAUNDERS

and

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

(Expires: December 31, 2027)

THIS AGREEMENT made this 30 day of November,
Anno Domini, Two Thousand And Twenty Three;

BETWEEN:

THE TOWN OF PORT SAUNDERS

of the one part;

AND

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

of the other part;

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

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ARTICLE 1 PREAMBLE

- 1:01 The purpose of this Agreement is to maintain 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, 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 policies.

ARTICLE 2 MANAGEMENT RIGHTS

- 2:01 All functions, rights, powers, and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 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.
 - (b) "Town Council" is the Port Saunders Town Council.
 - (c) "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) Statutory holiday;
 - (ii) When the employee is on leave of absence.
 - (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.

- (g) "Employer" means the Town Council of Port Saunders as represented by the Town Clerk or Councillor as appointed by Motion of Council.
- (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 period of time when an employee is absent from work without pay as a result of a lack of work or the abolition of a post.
- (j) "Leave of absence" means absence from 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 without pay in excess of twenty (20) working days.
- (l) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (m) "Overtime" means work performed by an employee in excess of his/her scheduled workday or work week.
- (n) "Part-time employee" means a person who is regularly scheduled 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) "Full-time employee" means an employee who is regularly scheduled to work his/her full number of working hours in each working day for his/her classification without reference to any specified date of termination of services.
- (p) "Probationary employee" means an employee who has worked less than the prescribed probationary period as outlined in Clause 12:01.
- (q) "Promotion" means an action which causes the movement of an employee from his/her existing classification to a classification having a higher rate of pay.
- (r) "Reclassification" means any change in the current

classification of an existing employee.

- (s) "Schedule" means in writing and posted in an accessible place to all employees.
- (t) "Standby" means any period of time during which an employee is required to be available for recall to work.
- (u) "Temporary employee" means an employee who is employed on a full-time basis for a specified 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.
- (v) "Week" means a period of seven (7) consecutive days beginning at 0001 hours Monday and ending at 2400 hours on the following Sunday.
- (w) "Year" means a calendar year.
- (x) "Vacancy" means an opening which the Employer requires to be filled in a permanent, seasonally or temporary position which is in excess of ten (10) weeks' duration and in respect of which there is no employee eligible for recall.

ARTICLE 4 RECOGNITION AND EMPLOYEE RIGHTS

4:01

(a) Recognition

The Employer recognizes the Union as the bargaining agent for all employees as listed in the Certification Order dated November 28, 1990.

(b) Sexual and Personal Harassment

The Employer and the Union recognize the right of all employees of the Employer to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and confidentially as possible. The Employer agrees to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately dealt with. The Employer agrees that victims of harassment shall be protected, where possible, from repercussions which may result from

a complaint.

For purposes of this Article, harassment is defined as follows: Harassment of a sexual nature is unsolicited, one-sided and/or coercive behaviour which is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know to be unwelcome, objectionable or offensive. The behaviour may be on a one-time basis or a series of incidents, however minor. Both males and females may be victims.

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, religious creed, marital status, physical or mental disability, political opinion, colour, ethnic, national or social status, Union status or any other reason.

Incidents of discrimination and harassment shall be subject to the Grievance and Arbitration Procedures of the Collective Agreement.

4:02

Work of the Bargaining Unit

- (a) Persons whose jobs are not in the Bargaining Union shall not work on any jobs which are included in the Bargaining Unit, except for the purposes of instruction, experimenting, or in emergencies 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 employees.
- (b) In accordance with Clause 4:02(a) the Employer may engage the service of community service workers or persons under the Social Assistance Program with the understanding this will not reduce the hours of work of any employee or cause such employee to be laid off.

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

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The Employer agrees that in accordance with the provisions of the Newfoundland and Labrador Human Rights Act, there shall be no discrimination with respect to any matter of

hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise because of race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, and political opinion or activity in the Union.

4:05 Shop Steward(s)

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 the Shop Stewards. By investigating complaints of an urgent nature, preparing and presenting grievances on behalf of employees, carrying out assigned Safety Committee responsibilities, and attending meetings with management when requested, Shop Stewards will encourage and protect a proper Employer/employee relationship in the workplace. It is agreed that Shop Stewards shall not absent themselves from their work area for the purpose of carrying out the work of the Shop Steward without first obtaining permission from the Town Manager or Town Clerk and that such permission will not be unreasonably requested or withheld.

4:06 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, with prior approval, have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from the Town Manager or Town Clerk and that such permissions will not be unreasonably requested or withheld.
- (b) Permission to hold meetings on the premises shall, in each case, be obtained from the Town Manager/ Town Clerk and such meetings shall not interfere with the operations of the Employer.

ARTICLE 5 UNION SECURITY

- 5:01 (a) All employees within the Bargaining Unit shall become and remain members of the Union as a

condition of employment. Any new employees coming within the scope of the Bargaining Unit shall, as a condition of employment, become members at the commencement of their employment.

- (b) The Union agrees that any such persons that may work for Council as outlined in Clause 4:02(b) shall not become part of the Bargaining Unit and shall not be required to pay Union dues.

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; and

where the Shop Steward is available, the employee will be introduced to him/her as soon as possible.

5:03 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 forward same bi-weekly to 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 T-4 Slips

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 Union Dues

The Union shall inform the Employer of the authorized deduction 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 Manager or Town Clerk and the President of the Union and a copy to the Local employee representative.

ARTICLE 8 GRIEVANCE PROCEDURE8:01 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 Shop Stewards

The Employer acknowledges the right of the Union to appoint or elect one (1) Shop Steward and one (1) alternate Shop Steward. The alternate Shop Steward shall not carry out any duties unless the Shop Steward is either not working or unavailable because of work commitments.

8:03 Name 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.

8:04 Processing of Grievances

Subject to Clauses 4:05 and 8:05, 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.

8:05 Permission to Leave Work

It is agreed that the Shop Steward will not absent themselves from their work location for the purpose of handling grievances without first obtaining permission of the Town Manager or Town Clerk and that permission will not be unreasonably withheld.

8:06 Settling of Grievances

Subject to Clause 8:08, grievances shall be processed in the following manner:

Step 1

With the exception of dismissal due to unsuitability or incompetence, as assessed by the Employer, of a probationary employee or a part-time or temporary employee with less than one hundred and twenty (120) days of work subject to Clause 8:08, an employee who alleges that he/she has a grievance, shall first present the matter to his/her immediate Supervisor through his/her Shop Steward within five (5) days of occurrence or discovery of the incident giving rise to the alleged grievance and an earnest effort shall be made to settle the grievance at this level. The Supervisor shall reply within five (5) working days.

Step 2

Failing settlement being reached in Step 1, the employee may submit to Council a written statement of the grievance and the redress sought within five (5) working days from the date the reply form was received at Step 1. The Council will render its decision in writing within fifteen (15) working days after receipt of such notice of 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 Council's decision in Step 2.

8:07 Time Limits

The time limits specified in this Article may be extended, in writing, by mutual agreement of the parties.

8:08 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.

8:09 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.

8:10 Where an employee grieves against a suspension which is subsequently changed to dismissal, then any Arbitration Board appointed to deal with the grievance shall have the jurisdiction to deal with the merits of the suspension or dismissal.

ARTICLE 9 ARBITRATION

9:01 Where a difference arises between the parties to or persons bound by this Agreement or on whose behalf it has been entered not and where that difference arises out of the interpretation, application, administration or alleged violation of this Agreement and including any question as to whether a matter is arbitrable, either of the parties may within thirty (30) calendar days after exhausting the Grievance Procedure notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be an Arbitrator by the party giving notice.

9:02 The party to whom notice is given under Clause 9:01 shall, within ten (10) calendar days after receipt of such notice, appoint an Arbitrator and notify the other party of the name of the Arbitrator.

9:03 The two (2) Arbitrators appointed in accordance with Clauses 9:01 and 9:02 shall, within fourteen (14) calendar days after the appointment of the second of them, appoint a third Arbitrator and these three (3) Arbitrators shall constitute the Arbitration Board. The Arbitrator appointed under this Clause shall be the Chairperson of the Arbitration Board.

9:04 If,

(a) the party to whom notice is given under Clause 9:01 fails to appoint an Arbitrator within the period specified in Clause 9:02, the Chairperson of the Labour Relations Board shall, on the request of either party, appoint an Arbitrator on behalf of the party who failed to make the appointment and such Arbitrator shall be deemed to be appointed by that party; or

(b) the two (2) Arbitrators appointed by the parties under Clauses 9:01 and 9:02 fail to appoint a third Arbitrator within the period specified in Clause 9:03, the Chairperson of the Labour Relations Board shall, on the request of either party, appoint a third Arbitrator and these three (3) Arbitrators shall constitute an Arbitration Board. The Arbitrator appointed under this paragraph (b) shall be the

Chairperson of the Arbitration Board.

- 9:05 Both parties to a grievance shall be afforded the opportunity of presenting evidence and argument thereon and may employ Counsel or any other person for this purpose.
- 9:06 If a party fails to attend or be represented without good cause at an arbitration hearing, the Arbitration Board may proceed as if the party has been present and represented.
- 9:07 The Arbitration Board shall render its decision on the grievance within fifteen (15) days of the date on which the Board is fully constituted and the decision of the Board shall be committed to in writing and submitted to the parties concerned within a further ten (10) days.
- 9:08 The decision of the majority of the members of an Arbitration Board shall be decision of the Board. The decision of an Arbitration Board shall be signed by the members of the Board making the majority report.
- 9:09 The parties and the employees bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decisions of an Arbitration Board appointed in accordance with these provisions and do or, as the case may be, abstain from doing anything required by that decision.
- 9:10 Each party required by this Agreement to appoint an Arbitrator shall pay the remuneration and expenses of that Arbitrator deemed to have been appointed by that party under Clause 9:04 and the parties shall pay equally the remuneration and expenses of the Chairperson of the Arbitration Board.
- 9:11 The time limits set out in this Article may be extended at any time by mutual agreement of both parties to the arbitration.
- 9:12 At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.
- 9:13 Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Board, in which the foregoing provisions of this Article shall apply equally to a single Arbitrator when reference is made to an Arbitration Board.

ARTICLE 10 LABOUR MANAGEMENT COMMITTEE10:01 Establishment of Committee

A Labour Management Committee shall be established with at least one (1) member 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 between the parties which are not properly the subject matter of a grievance or negotiations.

10:03 Meetings of Committee

The Committee shall meet when required, but at least twice per year at a mutually agreeable time and place. Meetings may be cancelled or rescheduled by mutual consent. Employees shall not suffer any loss of pay for time spent with this Committee.

10:04 Chairperson of the Meeting

The meetings of the Committee shall be chaired by the Employer's representative and the Vice Chairperson shall be selected by the Union from the employees on the committee.

10:05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson and Vice Chairperson as promptly as possible after the close of the meeting. The Chairperson and Vice Chairperson shall each receive one (1) copy of the Minutes within seven (7) days following the meeting.

10:06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members

or the Employer to any decision or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 11 SENIORITY

11:01 Seniority Defined

Subject to Clause 11:04, seniority is defined as length of service with the Employer dating from the last date of hire and excluding overtime. Seniority shall operate on a bargaining unit wide basis.

11:02 Probation for Newly Hire Employees

Newly hired employee(s) shall be on probation in accordance with Clause 12:01(a) and subject to Clause 12:01(a) shall be entitled to all benefits and rights of this Agreement.

11:03 Loss of Seniority

The following conditions shall result in loss of seniority for an employee:

- (a) he/she resigns or retires and is not rehired within five (5) calendar days;
- (b) he/she is dismissed and is not-reinstated;
- (c) he/she has been laid off in excess of twenty-four (24) consecutive months;
- (d) when recalled from layoff, he/she fails to report within three (3) calendar days of notice to do so unless sufficient reason is given by the employee;
- (e) he/she is absent from work for three (3) consecutive days without notifying his/her Supervisor giving satisfactory reason for such absence.

11:04 Seniority List

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

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION & DISCIPLINE

12:01 (a) Probationary Period

The probationary period shall be the first one hundred and twenty (120) days for work with Council. The termination of a probationary employee for reasons of unsuitability or incompetence as assessed by the Employer is not subject to Grievance and Arbitration.

(b) Suspension and Discharge Procedure

Subject to Clause 12:01(a) any employee who claims to have been unjustly disciplined, suspended or discharged shall have the right to be heard in accordance with the Grievance Procedure under this Agreement. Any employee who is disciplined, suspended, or discharged shall be provided written notification within five (5) working days of the incident which gave rise to the discipline. Such written notification shall state the reason for the discipline, suspension, or discharge. If the 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 proceeding 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 the Arbitrator, if the matter is referred to an Arbitrator.

12:03 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal or suspension 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 seven (7) calendar days, 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.

12:04 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within seven (7) calendar 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 adverse report or warning given in writing and becoming part of an employee's personal file shall be removed from the personal file after twenty-four (24) months have elapsed. The employee shall be responsible to see that any such documents are removed.

12:05 Personal Files

There shall be one (1) official personal file which shall contain all adverse reports and records of disciplinary action and this file shall be maintained in the Town Council 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.

12:06 May Omit Grievance Steps

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. Step 1 of the Grievance Procedure shall be omitted in cases of suspension or discharge.

ARTICLE 13 TERMINATION OF EMPLOYMENT

13:01 Except in the case of dismissal for just cause, thirty (30) calendar days' notice in writing shall be given to permanent employees whose services are to be terminated and fifteen (15) days' notice in writing shall be given to temporary and part-time 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.

13:02 Permanent and probationary employees shall give the person in charge fifteen (15) calendar days' written notice of voluntary termination.

13:03 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless

mutually agreed between the parties hereto.

13:04 The period of notice may be reduced or eliminated by mutual agreement.

13:05 Subject to Clause 13:06, upon termination of service, for any cause other than dismissal an employee shall receive pay for all his/her current annual leave not taken by him/her prior to the date of termination of his/her services plus pay for his/her accumulated annual leave not taken by him/her prior to the date of termination of his/her services provided, however, that any indebtedness to the Employer may be deducted from such payment.

13:06 Where an employee fails to give notice as stipulated in Clause 13:02, the Employer reserves the right to withhold payment for any annual leave in excess of that prescribed by the Annual Vacation with Pay Act, 1969, provided that in no case shall the penalty exceed the period of notice.

ARTICLE 14 PROMOTION AND STAFF CHANGES

14:01 Job Postings

When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall post a notice of the position in accessible places in the Employer's premises for a period of not less than five (5) calendar days. Copies of all postings are to be supplied concurrently to the Local employee President.

14:02 Information on Posting

For vacancies or new positions inside the Bargaining Unit, such notices shall contain the following information: title of position, qualifications, required knowledge and education, skills, wage or salary rate 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 bargaining unit position will be filled from outside the bargaining unit until the applicants of present employees have been fully processed.

14:04 Role of Seniority in Promotions and Transfers

Both parties recognize:

(a) the principle of promotion within the service of the

Employer;

- (b) that job opportunity should increase in proportion to length of service.

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

14:05

Notification of Appointment

Within seven (7) working days of the date of appointment to a vacant position, notification shall be sent to each applicant with a copy to the Shop Steward.

ARTICLE 15

LAYOFF AND RECALL

15:01

In making layoffs and rehiring:

- (a) The employees in the classification and respective area, affected by a layoff who have had the least seniority shall be the first employees laid off provided that the employees retained are qualified to perform the duties required.
- (b) The employees, in the classification and respective area, affected by a recall who have the most seniority shall be the first employees rehired, provided that such employees are qualified to perform the required duties.

ARTICLE 16

HOURS OF WORK AND WORK SCHEDULE

16:01

- (a) The normal hours of work for full time employees shall be eight (8) hours per day, forty (40) hours per week exclusive of meal breaks. The normal hours of work for part-time employees shall be the hours of work designated by the Council upon hiring as altered by the Council from time to time.
- (b) Part-time employees shall not be scheduled by the Employer to work for less than three (3) consecutive hours per day.
- (c) The current work schedule for the seasonal snow

clearing operator shall continue for the life of this Agreement.

16:02 Rest Periods

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

16:03 Days Off

Days off shall be allocated at the rate of two (2) consecutive days off. The days off shall be Saturday and Sunday except where the operational requirements of the Town of Port Saunders require otherwise.

16:04 Temporary Assignment

Employees who are temporarily assigned to a higher classification for longer than three (3) consecutive days will be compensated at a rate of an additional twenty-five percent (25%) of their regular hourly rate of pay.

ARTICLE 17 OVERTIME

17:01 This Article shall apply to all employees covered by the Collective Agreement.

17:02 All overtime shall be authorized and scheduled by the Council or its designated representative.

17:03 Council may at any time require an employee to work overtime.

17:04 An employee shall be compensated at time and one-half (1½) for all time worked. In excess of the normal work week or normal weekday as specified in Clause 16:01.

17:05 Council may, upon the request of the employee, grant time off in lieu of compensation for any overtime worked. Such time off shall be granted at the rate prescribed in Clause 17:04.

17:06 Subject to the operational requirements of the Employer, Council shall make every reasonable effort, where feasible, to allocate overtime work on an equitable basis among readily available employees.

17:07 Callback

Subject to Clause 17:02, an employee who is called back to work after he/she has left his/her place of work shall be paid for a minimum of two (2) hours at the applicable overtime rate provided that the period worked is not contiguous to his/her scheduled working hours.

17:08 An employee who is called back to work and completed the work in less than the minimum two (2) hours is subsequently recalled within the two (2) hour minimum, receives only the benefit of the two (2) hour minimum once.

However, should the total time on both calls exceed the two (2) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.

17:09 No Layoff to Compensate for Overtime

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

17:10 Calculation 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.

ARTICLE 18 HOLIDAYS18:01 * 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) St. Patrick's Day
- (c) Good Friday
- (d) St. George's Day
- (e) Commonwealth Day
- (f) June Holiday
- (g) Memorial Day
- (h) Orangeman's Day
- (i) Labour Day
- (j) National Day for Truth and Reconciliation
- (k) Thanksgiving Day
- (l) Armistice Day
- (m) Christmas Day
- (n) Boxing Day

18:02 Holidays

Subject to Clause 18:03 all employees, except employees on layoff shall be entitled to receiving holidays with pay.

18:03 Holidays – Part-Time Employees

All part-time employees shall be entitled to the holidays listed in Clause 18:01, provided that they worked the last scheduled day immediately before and the first scheduled workday immediately after the holiday unless absent on approved leave or other just cause permitted by the Employer.

18:04 Compensation for Work on Paid Holiday

If an employee is required to work on a paid holiday as listed in Clause 18:01, he/she shall be paid in addition to his/her regular pay, time and one-half (1 ½) for each hour worked on the holiday.

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 deduction from the employee's sick leave.

ARTICLE 19 ANNUAL LEAVE

19:01 The maximum annual leave which an employee shall be eligible for in any year shall be as follows:

<u>Years of Service</u>	<u>No. of Days</u>
Up to five (5) years	Ten (10)
From five (5) to ten (10) years	Fifteen (15)
From ten (10) to twenty (20) years	Twenty (20)
Greater than twenty (20) years	Twenty-five (25)

19:02 The following provisions respecting annual leave shall apply:

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

19:03 For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty percent (50%) or more of the days in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.

19:04 For purposes of calculating annual leave entitlement, the last date of hire with the Employer will be used.

19:05 Carry Forward of Annual Leave

An employee may carry forward to another year any portion of annual leave not taken by him/her in previous years up to a maximum of seven (7) days.

19:06 Substitute Sick Leave for Annual Leave

- (a) An employee who becomes ill while on annual leave may change the status of his/her annual leave to sick leave effective the date of notification to the Employer. The Employer may request a medical certification supporting such period of leave.

- (c) 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.

19:07 After consultation with employees, the person in charge shall arrange annual leave schedules. Annual leave shall not to be taken except with the prior approval of the person in charge.

ARTICLE 20 SICK LEAVE

- 20:01 *
- (a) (i) An employee is eligible to accumulate sick leave with full pay at the rate of one and one-half (1 ½) days for each month of service.
 - (ii) Notwithstanding Clause 20:01(a)(i), an employee hired after January 1, 2024, is eligible to accumulate sick leave at the rate of one (1) day for each month of service.

- * (b) (i) The maximum number of days of sick leave which may be awarded to an employee in any consecutive ten (10) year period of service shall not exceed one hundred and eighty (180) days.
- (ii) Notwithstanding Clause 20:01(b)(i), the maximum number of days of sick leave which may be awarded to an employee hired after January 1, 2024, in any consecutive ten (10) year period of service shall not exceed one hundred and twenty (120) days.
- 20:02 Subject to Clause 20:03, when an employee has reached the maximum of sick leave which may be awarded to him/her in accordance with this Article, he/she shall, if he/she is still unfit to return to duty, proceed on annual leave if he/she is eligible to receive such leave.
- 20:03 Subject to Clause 20:04, before sick leave with full pay is awarded to an employee or at any time when an employee is on such leave with full pay, he/she may be required by the Employer to undergo a medical examination. If it appears from such an examination, in the opinion of the medical doctor, that it is unlikely that the employee will be able to return to duty after the expiration of his/her accumulated sick leave, the employee may be retired effective when his/her accumulated sick leave has expired or at retirement age and paid such pension award as he/she may be eligible to receive, and the employee shall be given notice in accordance with Clause 13:01.
- 20:04 Sick leave with full pay in excess of three (3) consecutive working days at any one 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 Employer.
- 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 the employee is on Workers' Compensation, he/she shall receive on his/her return to work, sick leave credits for the periods of such absence. When an employee is laid off for a period of less than twenty-four (24) months and returns to work from layoff, he/she shall not receive sick leave credit for the period of layoff, but he/she shall retain his/her accumulative sick leave credits earned prior to layoff.

20:06 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 workday at his/her regular rate of pay without deduction from sick leave credits.

20:07 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.

20:08 Sick Leave for Preventative Medical or Dental Care

Employees may be allowed to take sick leave in order to engage in personal preventative medical and dental care.

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 his/her employment temporarily in order to carry on or take part in negotiation meetings. Requests under this Clause shall be in writing five (5) days in advance of such meeting.

21:02 Leave of Absence for Union Business

Upon written request by the Union to the Town Manager, leave of absence with pay and without loss of benefits may be granted by the Town Manager or Town Clerk to employees elected or appointed to represent the Union at Union functions, up to a maximum of three (3) working days per year accumulated for the entire bargaining unit.

21:03 Leave of Absence for Full Time Union Representative

An employee who is 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.

21:04

Bereavement Leave

- (a) (i) Subject to Clause 21:04(b), an employee shall be entitled to leave not exceeding three (3) consecutive days with pay in case of the death of his/her mother, father, sister, brother, child, spouse, common-law spouse, grandmother, grandfather, mother-in-law, father-in-law, or near relative living in the same household.
- (ii) In the case of the death of employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, one (1) day.
- (b) If the death of a relative referred to in Clause (a) (i) above and to which three (3) days have been allocated occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with pay not exceeding five (5) days for the purpose of attending the funeral if the funeral is held outside the Province. Such days not to be in addition to those allocated in Clause (a) (i) above.
- (c) One-half ($\frac{1}{2}$) day leave shall be granted without loss of salary or benefits to attend a funeral as a pallbearer.

21:05

Maternity Leave

- (a) The commencement of and termination dates of an employee's unpaid maternity leave shall be a matter of negotiation between the employee and the Employer. The commencement date shall be determined as soon as possible after the employee is aware of her pregnancy with the employee's request not to be unreasonably denied. An employee is entitled to a maximum of thirty-three (33) weeks' maternity leave under this Clause.
- (b) Clause 21:05(a) notwithstanding, the Employer reserves the right to acquire an employee to commence maternity leave prior to the time specified in Clause 21:05(a), if the state of her health becomes incompatible with the requirements of her job.
- (c) (i) The employee shall resume her former salary upon return from maternity leave, with no loss of accrued benefits.
- (ii) Employees, while on maternity leave, shall continue to accumulate service for seniority purposes including promotions, layoffs and

recalls.

- (d) Periods of maternity leave in excess of twenty (20) days in any year shall not be reckoned for annual leave or sick leave purposes.
- (e) The employee may return to duty after two (2) weeks' notice of her intention to do so on submission of a satisfactory certificate of fitness from her physician.
- (f) An employee may be awarded sick leave for illness that is a result of may be associated with pregnancy provided that sick leave may not be awarded during the two (2) month period prior to the expected date of delivery.

21:06

Adoption Leave

- (a) Subject to the approval from the Employer, an employee shall be granted special leave without pay for up to thirty-three (33) weeks following the adoption of a child.
- (b) The provisions of Clause 21:05(c) shall also apply to leave for adoption of a child.

21:07

Special Leave Without Pay

Subject to Clause 20:02, and with the approval of the Employer, special leave without pay may be granted in exceptional circumstances to an employee provided that the employee has no current, accrued or accumulated leave available to him.

21:08

Education Leave

- (a) 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 attend classes and to write examinations required by such course.
- (b) An employee who has been employed for a period of not less than two (2) years and who is upgrading his/her employment qualifications through an Employer approved upgrading course at Vocational School or University shall be entitled to leave of absence without pay and without loss of seniority for a period of up to two (2) years.

21:09 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 as juror or witness. Any remuneration the employee receives from the Courts will be over and above his/her pay and benefits from the Employer.

21:10 Family Leave

An employee may be granted special leave with pay not exceeding three (3) days per year to attend to the temporary care of a sick family member living in the same household, including an employee's parents, needs related to the birth of an employee's child, medical or dental appointments for dependent family member(s), meetings with school authorities or adoption agencies, needs related to the adoption of a child, or home or family emergencies. Such leave shall not be unreasonably denied.

ARTICLE 22 EMPLOYEE BENEFITS22:01 Workers' Compensation

- (a) 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 the Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Commission and his/her net salary. Such difference shall not be paid by the Employer if the occupational accident occurred as a result of the employee's misuse of or the failure to use the necessary safety equipment or his/her failure to follow prescribed work procedures.
- (b) All employees shall be covered by the Workplace Health and Safety Compensation Act.
- (c) An employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall report the matter his/her Supervisor and submit an account of the accident using the prescribed form as soon as possible. An employee's claim will not be delayed where the prescribed form is not immediately provided to the employee through the Supervisor.
- (d) An employee who is unable to perform his/her duties

because of a personal injury received in the performance of his/her duties shall be immediately placed on Injury on Duty Leave or authorized special leave and receive compensation in accordance with the provisions of the Workplace Health and Safety Compensation Act. If the Claim is subsequently denied by Workplace Health and Safety Compensation Commission, the employee may access other available benefits including sick leave and annual leave.

- (e) In the event that the employee dies as a result of an injury received in the performance of his/her duties, his/her estate shall receive all benefits owing to the employee in accordance with the provisions of the Workplace Health and Safety Compensation Act, in addition to any benefits he/she would be eligible for under this Collective Agreement.
- (f) In the event that an employee becomes permanently disabled or incurs a recurring disability as a result of an injury received during the performance of his/her duties the employee will receive benefits in accordance with the provisions of the Workplace and Safety Compensation Act.
- (g) An employee confirmed as being unable to perform the regular duties of his/her classification as a result of injury on duty will be employed in other work, he/she can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. Where a suitable vacancy is available the rate for the new position shall apply.
- (h) Where a suitable vacancy is not available, the incapacitated employee retains the right to displace a less senior employee in another classification who occupies a position which the incapacitated employee is qualified and able to fill. Where an incapacitated employee advises the Permanent Head in writing of his/her intention to exercise his/her right to displace a less senior employee, the incapacitated employee will be deemed to have been given notice of lay-off effective from the date he/she was confirmed as being unable to perform the regular duties of his/her classification.
- (i) In the event that an employee is placed on leave under the provisions in this Article, he/she will not accrue seniority during any period when he/she would normally be laid off.

- (j) The Employer determines whether its employees will be covered directly by Workplace Health and Safety Compensation Commission or indirectly through a "self-insured" arrangement. Benefits under either arrangement are to be in accordance with the provisions of the Workplace Health and Safety Compensation Act.
- (k) It is understood and agreed by the parties to this Collective Agreement that an employee who is approved for full extended earnings loss (EEL) benefits from Workplace Health and Safety Compensation Commission after the date of signing of this Agreement, shall no longer accumulate benefits under this Agreement, but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the Human Rights Act.

22:02 Group Insurance

The Group Insurance Plan presently in effect shall remain in effect during the term of this Agreement. All new full-time employees must participate in the Plan.

22:03 The Employer will pay fifty percent (50%) of the premiums of the Insurance and the employee will pay fifty percent (50%).

22:04 * RRSP Contributions

The Employer agrees to cost share RRSP's for permanent full-time employees, on a fifty, fifty (50/50) basis. Up to three percent (3%) of gross salary contributed by the Employer and up to three percent (3%) of gross salary contributed by the employee.

Part-time and temporary employees, who are employed for ten (10) weeks or greater per year, will receive a minimum of one thousand eight hundred dollars (\$1800.00) to be cost shared on a fifty, fifty (50/50) basis between the Employer and the employee, for a total of three thousand six hundred dollars (\$3600.00)

Participation in the RRSP Plan will be on a voluntary basis.

ARTICLE 23 PROTECTIVE CLOTHING

The Employer shall issue the following clothing as required to all employees required to work outside:

<u>Items</u>	<u>Replacement Schedule</u>
1 hard hat	as required
1 pair protective glasses	as required
1 pair gloves	annually
1 suit coveralls	annually
1 suit rain clothes	annually
1 pair boots	\$150.00 annually

All clothing shall remain the property of the Town Council and must be returned before being replaced.

ARTICLE 24 TRAVEL ALLOWANCE

Employees shall be reimbursed for all authorized traveling and other expenses at rates in accordance with Provincial Government rates.

ARTICLE 25 TECHNOLOGICAL CHANGE

25:01 Advance Notice

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

25:02 Consultation

Meetings will be arranged between the Town Council and the Union within twenty-one (21) calendar 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.

25:03 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, in the opinion of the Employer, shall be allowed for employees taking such training. Where required, leave for such training shall be with pay.

25:04 Transfer Arrangement

(a) Where an affected employee elects not to avail of training as provided for under Clause 25:03, the

Town Council agrees that where possible, the effect on the employee of changes contemplated by Clause 25:01 will be minimized by transfer or re-assignment within the employ of the Town Council.

- (b) An employee transferred or re-assigned in accordance with (a) above will have not suffered any reduction in his/her regular salary unless such employee has refused, without giving reasons acceptable to the Council, to avail of training in accordance with Clause 25:03.

25:05 No New Employees

No new employee(s) will be hired by the Town 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 25:03.

ARTICLE 26 EFFECT OF LEGISLATION

26:01 Continuation of Acquired Rights

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

ARTICLE 27 JOB SECURITY

27:01 Contracting Out

The Employer agrees that no bargaining unit employee will be laid off as a result of Council contracting out work.

27:02 An Effort to Protect Jobs

In the event that the Council agrees that the Town of Port Saunders is to be disbanded, placed under the jurisdiction of some other municipality or to be part of a regional Government/Council, it is agreed that the Employer will make every reasonable effort to protect the jobs of all permanent employees of the bargaining unit.

ARTICLE 28 STRIKES AND LOCKOUTS

28:01 The Union agrees that during the life of this Agreement, there shall be no strikes, suspensions or slowdown of work, picketing by members of the Union on the premises of the Employer or any other interference with the Employer's business. The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 29 SALARIES

29:01 The salary scales set out in Schedule "A" will become effective from the dates prescribed in that Schedule.

ARTICLE 30 DURATION

30:01 * Except as otherwise provided, this Agreement shall be effective from January 1, 2024, and shall remain in full force and effect until December 31, 2027.

30:02 Agreement to Remain in Effect

This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of the Agreement, and until such time as it is replaced by a new or revised Collective Agreement.

30:03 Notice of Termination of Amendment

Either party to this Agreement may within the one hundred and twenty (120) calendar day period immediately prior to the expiration of this Agreement, issue notice to the other party of its desire to terminate or amend the Agreement. Following notice, the other party is required to enter into negotiations for a new Agreement within thirty (30) calendar days of receipt of notice.

ARTICLE 31 JOB DESCRIPTIONS

31:01 The Employer agrees to draw up job 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.

ARTICLE 32 SEVERANCE PAY

32:01 * (a) An employee who has seven (7) or more years of accumulated service in the employ of the Employer is entitled to be paid on resignation, retirement, termination or disability retirement, expiration of recall rights or in the event of death. Payment to the employee's estate, severance pay equal to the amount obtained by multiplying the number of completed years of accumulated employment by one (1) week's salary to a maximum of twenty-one (21) weeks' pay.

(b) The parties agree for the purposes of calculation of service that as of January 1, 2024, the following employees will have the following service.

<u>Employee</u>	<u>Hire Date</u>	<u>Accrued Service Dec. 31/22</u>
Philip Genneau	Nov. 18, 2002	18 Years
Helen Hamlyn	Jun. 6, 1994	16 Years
Robert Patey	Mar. 6, 2023	-

(c) Effective January 1, 2024, all new hires shall no longer accumulate service for severance pay purposes.

*

SCHEDULE "A"

Increase all classifications as follows:

January 1, 2024 – 3%

January 1, 2025 – 3%

January 1, 2026 – 3%

January 1, 2027 – 3%

<u>Classification</u>	<u>Jan. 1/24</u>	<u>Jan. 1/25</u>	<u>Jan. 1/26</u>	<u>Jan. 1/27</u>
Assistant Town Clerk	\$22.94	\$23.63	\$24.34	\$25.07
Maintenance Assistant	\$18.30	\$18.85	\$19.42	\$20.00
Maintenance Supervisor	\$25.05	\$25.80	\$26.57	\$27.37

Maintenance Person will now be Maintenance Supervisor.

Labourer will now be referred to Maintenance Assistant.

*

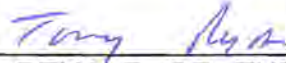
MEMORANDUM OF UNDERSTANDING

RE: Assistant Town Clerk

This is to confirm the parties understand that the part-time Assistant Town Clerk, Helen Hamlyn, shall be guaranteed ~~fourteen (14)~~ **eighteen (18)** weeks employment per year for the duration of this Contract.



ON BEHALF OF NEWFOUNDLAND
& LABRADOR ASSOCIATION OF
PUBLIC & PRIVATE EMPLOYEE



ON BEHALF OF THE TOWN
OF PORT SAUNDERS


*

MEMORANDUM OF UNDERSTANDING

Re: Maintenance Assistant

This is to confirm the parties understand that the part-time Maintenance Assistant, Robert Patey, shall be guaranteed eighteen (18) weeks employment per year for the duration of this Contract.


ON BEHALF OF NEWFOUNDLAND
& LABRADOR ASSOCIATION OF
PUBLIC & PRIVATE EMPLOYEE


ON BEHALF OF THE TOWN
OF PORT SAUNDERS

SIGNED this 30 day of November, 2023.

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

ON BEHALF OF THE TOWN OF PORT SAUNDERS:

B. Dull-White

Tony Ryan

Judy Sinclair
WITNESS

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

Jerry Ewart

[Signature]

Philip Demerutis

Judy Sinclair
WITNESS