



Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

between

TOWN OF SPRINGDALE

and

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

(January 1, 2020 - December 31, 2023)

THIS AGREEMENT made this 4th day of January, Anno Domini, Two Thousand and Twenty.

BETWEEN:

SPRINGDALE 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 NAME AND NUMBER</u>		<u>PAGE NUMBER</u>
1	Preamble	1
2	Management Rights	1
3	Definitions	1
4	Recognition	4
5	Union Security	6
6	Checkoff	7
7	Correspondence	7
8	Grievance Procedure	8
9	Arbitration	10
10	Labour Management Committee	12
11	Absence from Work Due to Weather Conditions	14
12	Probation, Discharge, Suspension and Discipline	15
13	Seniority	17
14	Promotions and Staff Changes	19
15	Layoff and Recall	23
16	Hours of Work and Work Schedule	23
17	Overtime	25
18	Holidays	27
19	Annual Leave	28
20	Sick Leave	31
21	Leave of Absence	33
22	Payment of Wages and Allowances	38
23	Personal Loss	39
24	Strikes and Lockouts	39
25	Termination of Employment	39
26	Employee Benefits	40
27	Severance Pay	40
28	Technological Change	41
29	Effect of Legislation	42
30	Contracting Out	42
31	Protective Clothing	42
32	Amendment by Mutual Consent	43
33	Travel on Employer's Business	43
34	Salaries	44
35	Job Classification	45
36	Crossing of Picket Lines During Strike	46
37	Occupational Health and Safety	46
38	Past Practice	47
39	Orientation Program	47
40	Sexual Harassment	47
41	Copies of Agreement	48
42	Duration	48

Schedule "A"	50
Memorandum of Understanding - Winter Operations	51
Memorandum of Understanding	52
Memorandum of Understanding - Project Work	53
Letter of Understanding - On-the-Job Training	54
Job Descriptions	55-67

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, to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits, general working conditions affecting employees covered by this Agreement and to delineate the rights of the parties signatory to this Agreement.
- 1:02 In the event that there is a conflict between the context of this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or 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 Springdale.
- (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, other than 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.
- (g) "Employee" or "employees" means any person employed in a position which falls within the bargaining unit.
- (h) "Employer" means the Town of Springdale as represented by the 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 the 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 twenty (20) calendar weeks from the date of employment.
- (s) "Promotion" means an action, other than the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification carrying a higher pay range number.
- (t) "Reclassification" means any change in the current classification of an existing position.
- (u) "Schedule" means a listing of work days or hours, and may include days of rest; which is in writing and has been hand delivered to the employee and/or has been posted in a place accessible 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 for a specific period or for the purpose of performing specific work and who may be laid off at the end of such work. Such employees will be given the date or other conditions of layoff in writing and if any

extension is necessary, the new 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) the employee 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, full-time, part-time or of a temporary nature for more than three (3) weeks.
- (cc) "Week" means a period of seven (7) consecutive calendar 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 Town Manager, Town Clerk, Confidential Secretary, Office Secretary, Recreation Director, and Supervisor of Public Works.

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

- (a) The parties agree that there shall be no discrimination with respect to any employee.
- (b) For the purpose of this Clause, the term "discrimination" shall be defined as the subordination of groups or individuals resulting from a distinction, preference, restriction or exclusion that is based on improper grounds such as race, sex, marital status, religion, ethnic or national origin, age, mental or physical disability or membership, status or legitimate 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 work place.

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.
- (b) Permission to hold meetings on the premises shall, in each case, be obtained from the Employer and all such meetings shall, whenever practical, be held after regular working hours.

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

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.

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 T4 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 T4 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 Manager 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 Stewards**

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

An employee who believes he/she has a grievance, shall with or without the assistance of his/her Shop Steward, submit his/her grievance to his/her immediate Supervisor within five (5) working days of the event giving rise to the grievance. The Supervisor shall render his/her response within five (5) working days of his/her receipt of the grievance.

Step 2

Failing settlement being reached at Step 1, the employee may, within ten (10) days of receiving the response at Step 1, together with the Shop Steward, submit his/her grievance, in writing, to the Town Manager, and an earnest effort shall be made to settle the matter. The Town Manager's decision shall be given, in writing, within ten (10) days of his/her receipt of the grievance or of any meeting held between the parties as a result, whichever is the later.

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 Manager's decision in Step 2.

8:08

Time Limits

- (a) 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.
- (b) When a grievance is processed through the mail, all correspondence shall be by registered or certified mail. The time while the mail is moving from one destination to another shall not be considered in the Grievance Procedure time limits.

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 a Grievance

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

8:11 Replies in Writing

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

8:12 Facilities for Grievance Meetings

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

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.

8:15 Local President

Where reference is made throughout the Grievance Procedure to Shop Steward, it is agreed that the Local President may process a grievance, if deemed desirable by the Union.

ARTICLE 9 ARBITRATION

9:01 Notification of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered or certified mail addressed to the other party of the Agreement.

9:02 Failure to Agree

The parties agree that all matters referred to arbitration shall be referred, in strict rotation, to the following three (3) Arbitrators:

Mr. James Oakley
Mr. David Buffett
Ms. Karen Hollett

9:03 Arbitration

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

9:10 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or accumulative benefits for total time spent in Grievance and Arbitration Procedures.

ARTICLE 10 LABOUR MANAGEMENT COMMITTEE

10:01 Establishment of Committee

A Labour Management Committee shall be established consisting of not more than two (2) representatives of the Union and the Employer, respectively. The Employer shall be duly notified in writing as to the names of the Union representatives selected.

10:02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) promoting safety and sanitary practices;
- (b) reviewing suggestions from employees, questions of

working conditions and service (but not grievances concerned with service); and

- (c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

10:03 Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. The Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. 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 alternately by the Employer's representative and the Vice-Chairperson who will be selected by the Union.

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 two (2) copies of the minutes within three (3) days following the meeting.

10:06 Jurisdiction of Committee

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

10:07 Labour Management Committee

The Town Manager and Local President will endeavour to attend Labour Management Committee meetings.

10:08 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 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 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 the terms of Clause 11:01 (b) above.
- (d) In the event that Council Facilities are closed due to adverse weather, employees will be sent home and employees so affected will suffer no loss in pay or other benefits.
- (e) An employee who is required to work during a state of emergency shall be paid at the rate of time and one-half (1 ½) for all hours worked.
- (f) No claim for paid leave due to adverse weather shall be granted when other employees, whether bargaining unit or not, who were in similar circumstances were able to report for work.

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

The probationary period shall be twenty (20) 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 by the parties 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 the amount he/she would have earned during his/her normal regular work during the period of such suspension or discharge, or by any other arrangements which is just and equitable in the opinion of the parties.

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 twelve (12) months of work have elapsed, provided there has been no repetition of the matter or performance complained of.

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 Evaluations

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 SENIORITY

13:01 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 reinstated;
- (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 Manager or without sufficient cause;
- (d) he/she fails to return to work within five (5) working days following a layoff and after being notified by registered mail to do so, except when such 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 Manager 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 Manager 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.

13:05

Transfers and Seniority Outside Bargaining Unit

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

outside the bargaining unit shall lose all seniority in the bargaining unit.

13:06 Entry Into Permanent Employment by Temporary Employees

Temporary employees who have obtained permanent employment shall be placed on a trial period in accordance with Clause 14:05. If the employee successfully completes his/her trial period, he/she shall be given credit for all seniority accumulated while employed as a temporary employee.

13:07 Conservation of Seniority

Unless otherwise stipulated in the Agreement, employees shall not earn seniority and shall not lose accumulated seniority in the following cases:

- (a) leave of absence without pay;
- (b) layoff of less than two (2) years.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14:01 Job Postings

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 seven (7) 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 notices shall contain the following information - title of position, qualifications, required knowledge and education, skills, wage or salary rate or range and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "this position is open to male and female applicants".

14:03 Procedure for Filling Vacancies

No position will be filled from outside the bargaining unit

until the applications of present employees have been fully processed.

14:04

Role of Seniority in Promotions and Transfers

Both parties recognize:

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

Therefore, when a vacancy occurs in an established position within the bargaining unit or when a new position is created within the bargaining unit, employees who apply for the position or promotion or transfer shall be given preference on a seniority basis for filling such vacancy provided the applicant is qualified to perform the work required. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

14:05

Trial Period

The successful applicant shall assume his/her new duties on a trial basis for four (4) weeks. The Employer shall confirm the employee's appointment after the trial period of four (4) weeks, 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

Promotions Requiring Hiring Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for such qualifications prior to filling of a vacancy and indicates so in his/her application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding four (4) weeks and to revert to his/her former position if the required

qualifications are not met within such time.

14:07 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.

14:08 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.

14:09 Disabled Employee's Preference

An employee who has been incapacitated by a work related injury or compensatable 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.

14:10 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.

14:11 Employee Training and Upgrading

(a) On-the-Job Training

The Employer recognizes the desirability of on-the-job training opportunities for employees and agrees to inaugurate and maintain a program that will provide

such training opportunities. Employees participating in such training will maintain their present salary during such periods of training.

(b) Training Courses

The Employer shall bulletin all in-service training courses for a period of not less than ten (10) days. The bulletin shall contain the name and dates of the course and where further information can be obtained. In the process of selecting from those applicants who are members of the bargaining unit, seniority shall prevail, provided that the senior applicant meets the required qualifications for admission to the course.

(c) Pay During Upgrading

When an employee wishes to upgrade himself/herself through an Employer approved training course, then with the prior approval of the Employer, education leave may be awarded for such attendance. The duration of and rate of pay or bursary for such leave shall be in accordance with the terms and conditions established by the Employer.

(d) Assistance for Training

The Employer agrees to give as much assistance as practical to employees who desire future training.

14:12 Changes in Pay on Promotion

Changes in pay rates as a result of promotion shall be effective from the date of promotion as specified in the letter of appointment.

14:13 Permanent Employees to Temporary Positions

A permanent employee who applies for and is accepted for a temporary position shall revert to his/her former position upon completion of the temporary work. Such employee shall maintain his/her permanent status.

ARTICLE 15 **LAYOFF AND RECALL****15:01*** **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), providing he/she is qualified to perform the work required.

- (a)(i) A permanent employee is entitled to bump a less senior permanent, seasonal or temporary employee.
- (ii) A seasonal employee is entitled to bump a less senior seasonal or temporary employee.
- (iii) A temporary employee is entitled to bump a less senior temporary employee.

15:02 **Recall Procedure**

Employees shall be recalled in order of seniority provided that those employees being recalled are qualified to perform the work to be 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 two (2) weeks 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 this Clause, he/she shall be paid wages or salary, exclusive of overtime, that he/she would have earned during the notice period.

15:05 **Separation Slips**

Employees who are laid off shall be issued separation slips within five (5) days from their last day of work.

ARTICLE 16 **HOURS OF WORK AND WORK SCHEDULE**

- 16:01 (a) The scheduled work week for all employees shall be forty (40) hours per week (exclusive of meal breaks).
- (b) (i) For all outside workers, the daily hours of work shall be 8:00 a.m. to 5:00 p.m., Monday to Friday.
- (ii) For winter operations for the snow clearing operators, the hours of work will be flexible. Their eight (8) hour period can start between 4:00 a.m. to 8:00 a.m. during storm conditions. The premium for work between 4:00 a.m. and 8:00 a.m. shall be one dollar (\$1.00) for each hour, in addition to the regular rate of pay. Employees shall be notified of a change as soon as possible before the change occurs.
- * (c) (i) For recreation employees, the hours of work will be between 8:00 am to 8:00 pm Monday to Thursday, during the summer months, depending on operational requirements.
- During the winter months, the hours of work for recreation employees will be flexible depending on operational requirements. The winter hours of work for stadium employees will be between 8:00 a.m. and 12 midnight.
- (ii) It is understood that during the winter months, Stadium employees working the 4:00 p.m. to 12:00 midnight shift shall receive one (1) hour paid lunch break which shall be taken on the premises and at the discretion of the Employer.

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. Providing conditions are suitable, the rest periods will be taken on the job site.

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

- (a) 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.
- (b) Stadium employees shall receive two (2) days off each week.

It is understood that when an employee requests two (2) consecutive days off, the Employer will make every reasonable effort to accommodate this request.

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.

ARTICLE 17 OVERTIME

17:01

(a) Definition of Overtime

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

(b) Approval of Overtime

All overtime is subject to the prior approval of the Town Manager 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) The Employer will, 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 prescribed overtime rates. When time off is granted to the employee, the dates selected shall be mutually agreed upon between the employee and his supervisor

and such time off will be granted within twelve (12) months of having earned same.

The maximum carryover of compensatory time off will not exceed 66 2/3 overtime hours in any calendar year.

Any banked overtime in excess of 66 2/3 overtime hours will be paid to the employee on the last pay day of the calendar year.

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

An employee who is called back to work outside his/her normal working hours shall be paid a minimum of three (3) hours at the applicable overtime rate.

17:06 No Layoff to Compensate for Overtime

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

17:07 Calculating of Overtime Rates

An employee who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holidays, 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 paid leave for each of the statutory holidays as follows:

- (a) New Year's Day
- (b) Good Friday
- (c) Commonwealth Day
- (d) Discovery Day
- (e) Canada Day
- (f) Civic Holiday
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Armistice Day
- (j) Second half of Christmas Eve
- (k) Christmas Day
- (l) Boxing Day
- (m) Second half of New Year's Eve
- (n) and any other day proclaimed as a special holiday by the Provincial Government.

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, in addition to pay for the holiday, be paid at the rate of double time (2) 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.

18:06 In lieu of St. George's Day, St. Patrick's Day and Orangeman's Day, all employees shall be entitled to four (4) bonus days per year.

18:07 Holidays - (j) Second half of Christmas Eve; and (m) Second half of New Year's Eve, will be taken only if no extraordinary circumstances deem it necessary to remain at work. Should extraordinary circumstances require employees to work, pay shall be at straight time. If callback is required on these days, overtime rates will apply.

ARTICLE 19 ANNUAL LEAVE19:01 Length of Vacation

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

<u>Years of Service</u>	<u>Number of days per Year</u>
Up to three (3) years	2 weeks
From four (4) to seven (7) years	3 weeks
From eight (8) to ten (10) years	3 weeks + 2 days
From eleven (11) to fifteen (15) years	4 weeks
In excess of fifteen (15) years	5 weeks

The following provisions respecting annual leave shall apply:

- (a) No annual leave may be taken by an employee until he/she has had not less than four (4) months of service

prior to taking leave.

- (b) When an employee has had not less than four (4) months 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 the prior approval of the Town Manager. However, subject to the operational requirements of the Town Council, the Town Manager 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, in addition to his/her vacation pay, time and one-half (1 ½) his/her regular rate 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 any 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 For the purpose of this Article, employees who are re-employed by the Employer after termination may have

service prior to termination credited to them for annual leave purposes.

19:07 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.

19:08 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.

19:09 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.

19:10 Selection of Vacation Dates

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

19:11 Vacation Schedule

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.

19:12 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.

19:13 Unused Vacation Paid to Estate

Any earned but unused vacation of a deceased employee

shall be paid to such employee's estate.

19:14 Annual Leave of Short Duration

An employee may request annual leave of short duration, provided that a twenty-four (24) hour notice is given. The Employer recognizes that allowances will be given for emergencies that may arise.

19:15 Annual Leave Records

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

19:16* Vacation

Vacation pay for seasonal workers shall be paid at the rates specified in Clause 19:01.

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 Insurance Plans

The Employer shall maintain the Weekly Income Insurance, Long Term Disability Insurance and Dental Plan. The Employer agrees that the present employees cost will not change during the life of this agreement.

20:03 An employee is eligible to receive ten (10) sick leave days with full pay each year.

20:04 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 (½) a day.

20:05 Proof of Illness

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

20:06 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 credit for the period of such absence but shall retain his/her accumulative credits, if any, existing at the time of such layoff.

20:07 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.

20:08 Injury on Duty

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

20:09 Sick Leave During Special Leave Without Pay

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

20:10 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.

20:11 An employee shall be permitted to carry over into the next year any unused portion of his/her sick leave until he/she has a maximum of twenty (20) sick days to his/her credit.

20:12 Sick Leave for Preventative Medical and Dental Care

Employees may be allowed to take sick leave in order to engage in personal preventative medical and dental care. The employee will be required to provide supporting documentation for leave requested for this purpose and leave under this Clause shall be deducted in accordance with Clause 20:04.

20:13* Sick Leave

Employees shall, upon written request, have the option to receive pay for five (5) days of unused sick leave at the end of each calendar year.

ARTICLE 21 LEAVE OF ABSENCE

21:01 Negotiation Pay Provision

Representatives of the Union, not to exceed two (2) employees, 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 Town Manager, leave of absence with pay and without loss of benefits shall be granted by the Town Manager to

employees elected or appointed to represent the Union at Union functions, including the functions listed in paragraph (b) hereof, up to a limit of a total of forty (40) working days per year accumulated for the entire bargaining unit. On reasonable notice to the Town Council, 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 Town Manager 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 two (2) years.

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 spouse, common-law spouse, child, step-child, five (5) days.
- *(b) In the case of the death of an employee's mother, father, brother, sister, legal guardian, grandmother,

grandfather, mother-in-law, father-in-law, grandchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-mother, step-father, or near relative living in the same household, three (3) days.

- (c) If the death of a relative referred to in Clause 21:05 (a) occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with pay not exceeding four (4) days for the purpose of attending the funeral. Such days not to be in addition to those allotted in Clause 21:05 (a).
- (d) In cases where extraordinary circumstances prevail, the Town Council may grant two (2) additional days.

21:06

Maternity/Adoption/Parental Leave

- (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- (b) An employee is entitled to a maximum of fifty-two (52) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- (c) An employee may return to duty after giving the Employer two (2) weeks notice of his/her intention to do so.
- (d) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- (e) Periods of leave up to fifty-two (52) weeks shall count for annual leave, sick leave, severance pay and step progression.
- (f) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes.
- (g) Employees will have the option of continuing to pay their portion of the Group Insurance Plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums, the

Employer will also pay its share of the premiums.

- (h) An employee may be awarded sick leave for illness that is a result or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.

21:07

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.

21:08

Education Leave

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

21:09

General Leave

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

21:10

Paid Special Leave

Employees shall be entitled to special leave with pay as follows:

- (a) in the event an employee gets married - one (1) day;
- (b) for the birth of an employee's child - one (1) day;
- *(c) Subject to Clause 21:10 (c), 2 and 3, 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 temporary care of the employee's sick mother, father or dependent child, not necessarily living in the same household;
- (iii) attend to the needs relating to the birth of an employee's child;
- (iv) accompany a dependent family member living in the same household on a dental or medical appointment;
- (v) attend meetings with school authorities;
- (vi) attend to the needs relating to the adoption of a child; and
- (vii) 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.

*2. 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 (ii), (iv) and (v) of Clause 21:10 (c) have endeavoured to a reasonable extent to schedule such events during off duty hours.

*3 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.

21:11

Extended Unpaid Leave

Upon written request, an employee who has completed five (5) years of worked service shall be granted unpaid leave to a maximum of twelve (12) months.

The maximum extended unpaid leave that will be granted to an employee during their career is two (2) one (1) year periods. In order to qualify for the second period of extended unpaid leave, the employee must complete another five (5) years of work after returning from the first twelve (12) months of extended unpaid leave.

The minimum amount of leave an employee can have under

this Clause is eight (8) weeks.

While on such leave, employees shall continue to accumulate service for seniority purposes only unless he/she would have been otherwise laid off. Granting of all extended unpaid leave shall be subject to the operational requirements of the Employer and the availability of a qualified replacement.

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. 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 Rated Job

- (a) An employee required to fill temporarily a position for which is paid a higher rate of salary than that paid for the employee's regular agreed work shall receive the rate of pay for the position filled. This will apply only to the extent that the employee fills that position for a minimum of one-half 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 duty, an employee is requested by the Employer to travel out of town on the Employer's business, transportation shall be provided by the Employer or the Employer may request the use of the employee's own vehicle with reimbursement at the rate of twenty-five cents (25¢) per kilometer.

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.

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 Manager 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 current and accrued annual 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 **Group Life and Extended Health Benefits Plan**

- (a) The Plan presently in effect shall remain in effect during the term of this Agreement.
- (b) While an employee is in receipt of wages from the Employer, the Employer will pay seventy-five percent (75%) of the premiums of the Plan and the employees will pay twenty-five percent (25%).
- (c) When an employee is on adoption leave, maternity leave, unpaid sick leave or layoff, the employee will pay the full cost of the Plan in order to maintain coverage while on such leave. When an employee is on other types of unpaid leave, then the employee may pay the full premium in order to maintain coverage while on such leave.

26:02 **Workers' Compensation Pay Supplement**

All employees shall be covered by the Workers' Compensation Act and shall be paid according to Workers' Compensation rates.

26:03 **Pension Plan**

The Employer will continue to match the employee in the cost of the Pension Plan in effect.

ARTICLE 27 **SEVERANCE PAY**

27:01 An employee who has nine (9) or more years of continuous service in the employ of the Springdale Town Council is entitled to be paid on termination or retirement, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his/her bi-weekly salary to a maximum of ten (10) weeks' salary.

27:02 For the purpose of this Article, periods of layoff and authorized leave shall be regarded as continuous service and the period of leave without pay shall be counted as service when determining the total amount of service of an employee.

27:03 Severance Pay Paid to Estate

Any severance pay entitlement of a deceased employee shall be paid to such an employee's estate.

ARTICLE 28 TECHNOLOGICAL CHANGE

28:01 Advance Notice

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

28:02 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.

28:03 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 shall be allowed for employees taking such training. Where required, leave for such training shall be with pay.

- 28:04 (a) Where an affected employee elects not to avail of training as provided for under Clause 28:03, the Town Council agrees that, where possible, the effect on the employee of changes contemplated by Clause 28:01 will be minimized by transfer or re-assignment within the employ of the Springdale 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 Town Council, to avail of training in accordance with Clause 28:03.

28:05 No New Employees

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 29 EFFECT OF LEGISLATION

29:01 Continuation of Acquired Rights

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

ARTICLE 30 CONTRACTING OUT

30:01 The Employer shall not contract out bargaining unit work.

ARTICLE 31 PROTECTIVE CLOTHING

31:01* (a) The Employer shall provide a four hundred dollar

(\$400) clothing allowance to all eligible employees to cover the cost of safety footwear and appropriate apparel. Employees who work less than the full year shall receive this allowance on a pro-rated basis. This allowance shall be paid before January 31st of each year or upon hire, whichever occurs earlier.

- (b) The Employer will provide all employees with one (1) set of summer coveralls annually and one (1) set of winter apparel consisting of two (2) piece, breathable winter suite code rated to -50. Winter apparel will be issued every two (2) years and may be replaced at any time if deemed necessary by the Employer upon inspection.
- (c) In the event employment commences after January 31st, the employee will be paid, upon hire, the pro-rated clothing allowance based on the anticipated period of employment or for full-time, permanent employees, the number of months remaining in the calendar year.

31:02 Safety Clothing

Safety hats and other safety equipment shall be provided free of charge where it is required in accordance with safety regulations. The Employer will provide two sets of heavy-duty, reusable protective outerwear, gloves and masks for use by employees when working on lift stations.

ARTICLE 32 AMENDMENT BY MUTUAL CONSENT

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

ARTICLE 33 TRAVEL ON EMPLOYER'S BUSINESS

33:01 For each full day on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities shall be as follows:

- (a) Forty-four dollars (\$44.00) per day:

Breakfast - nine dollars (\$9)

Lunch - fourteen dollars (\$14)
 Dinner - twenty-one dollars (\$21)

(b) In areas where the cost of meals is likely to exceed these rates, vouchered expenses may be submitted.

33:02 For travel on the Employer's business for less than one (1) day, the appropriate meal allowance shall apply.

33:03 (a) When an employee has been in consecutive overnight travel status, charges for laundry and valet services (not including dry cleaning) are reimbursable up to the maximum amounts shown in the following schedule.

<u>No. of Consecutive Nights on Travel Status</u>	<u>Maximum Allowable Claim</u>
1 - 3	Nil
4 - 7	\$ 3.50
8 - 14	\$ 7.50
15 - 21	\$10.50
For each additional seven (7) nights	\$ 3.50

(b) Receipts are required for claims submitted in accordance with this Clause.

33:04 An employee shall be entitled to one (1) long distance telephone call to a maximum of three (3) minutes for each day of overnight travel.

33:05 An employee required to travel on the Employer's business shall be deemed to be working for the Employer.

ARTICLE 34 SALARIES

34:01 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.

34:02 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)* Seasonal and 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.

ARTICLE 35 JOB CLASSIFICATION

35:01 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.

35:02 Job Descriptions

It shall be the responsibility of the Employer to draw up position descriptions for all positions for which the Union is the bargaining agent. These positions shall be presented to the Union and the parties shall have the advantage of consultation for two (2) weeks prior to the position descriptions becoming official.

35:03 No Elimination of Present Classifications

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

35:04 Changes in Classification

When the duties in any position are changed, or when a position not currently covered by this Agreement, but falling within the bargaining unit is created during the term of this Agreement, the rate of pay shall be subject to negotiations between the parties. Should the parties be unable to agree on the rate of pay of the position in question, the matter may be referred to one of the Arbitrators listed in this Agreement. Any new rate shall become effective from the date of effective change, creation of the new position or the filling of

the position, whichever is the latest.

35:05 Work Within Classification

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

ARTICLE 36 CROSSING OF PICKET LINES DURING STRIKE

36:01 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 37 OCCUPATIONAL HEALTH AND SAFETY

37:01 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.

37:02 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.

37:03 All employees shall be required to familiarize themselves with the potential hazards associated with their duties.

37:04 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.

37:05 All matters dealing with safety shall be discussed and dealt with by the Occupational Health and Safety Committee.

37:06 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.

37:07 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.

37:08 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 38 PAST PRACTICE

38:01 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. This shall apply back to four (4) years.

ARTICLE 39 ORIENTATION PROGRAM

39:01 The Employer shall provide an orientation program to new employees which shall include information on the Organization's policy and procedures.

ARTICLE 40 SEXUAL HARASSMENT

40:01 Both the Employer and the Union consider sexual harassment to be reprehensible and are committed to maintaining an environment in which sexual harassment does not exist.

40:02 The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the sexual harassment ceases. The victim shall be protected from repercussions which may result from his/her complaint.

40:03 For the purpose of this Article, sexual harassment is defined as 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 (1) time basis or a series of incidents. It is unsolicited, one-sided and/or coercive and may be practised by either males or females.

Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances or, alternatively, the threat of reprisal for refusal. It can be expressed in a number of ways which may include:

- unnecessary touching or patting;
- suggestive or sexually aggressive remarks;
- leering or suggestive staring at a person's body;
- demand for sexual favours;
- compromising invitations;
- physical assaults which are sexually oriented or have a sexual intent.

ARTICLE 41 COPIES OF AGREEMENT

41:01 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 42 DURATION

42:01* This agreement shall be effective from January 1, 2020 and shall remain in full force and effect until December 31, 2023.

42:02 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.

42:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within thirty (30) calendar days following receipt of notice under Clause 42:02, 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.

SCHEDULE "A"SALARIESSALARY INCREASES*

Effective January 1, 2020	Increase salary scale by .50¢ per hour
Effective January 1, 2021	Increase salary scale by .60¢ per hour
Effective January 1, 2022	Increase salary scale by .60¢ per hour
Effective January 1, 2023	Increase salary scale by .75¢ per hour

Classification	Jan. 1, 2020	Jan. 1, 2021	Jan. 1, 2022	Jan. 1, 2023
Mechanic	\$26.60	\$27.20	\$27.80	\$28.55
Equipment Operator II	\$26.23	\$26.83	\$27.43	\$28.18
Equipment Operator I	\$25.66	\$26.26	\$26.86	\$27.61
Labourer/Truck Driver	\$25.36	\$25.96	\$26.56	\$27.31
Recreation Facilities Attendant/Lead Hand	\$25.35	\$25.95	\$26.55	\$27.30
Recreation Facilities Attendant/Operator	\$24.25	\$24.85	\$25.45	\$26.20
Recreation Facilities Attendant/Labourer	\$24.25	\$24.85	\$25.45	\$26.20
Recreation Facilities Attendant	\$24.00	\$24.60	\$25.20	\$25.95
Labourer	\$23.30	\$23.90	\$24.50	\$25.25
Utility Worker	\$21.61	\$22.21	\$22.81	\$23.56


*Lead Hand Wage Differential

When an employee is required to perform Lead Hand duties and responsibilities, he/she shall be paid a wage differential of two dollars (\$2.00) per hour for the entire period of the temporary assignment.

MEMORANDUM OF UNDERSTANDING

RE: Stadium Employees - Winter Operations

It is agreed that during winter operations, Stadium employees who are required to work on paid holidays outlined in Article 18, Clause 18:01, shall receive time off at the rate of double (2) times in lieu of payment for overtime worked on those days.


Newfoundland & Labrador
Association of Public & Private
Employees


Springdale Town Council

MEMORANDUM OF UNDERSTANDINGRE: Article 4 - Recognition

This confirms our agreement that there may be times in the weekday mornings when the use of the Zamboni is required at the Stadium. If reasonable attempts to contact a stadium attendant have failed to obtain the necessary attendance within thirty (30) minutes, then the Union does not object to the Recreation Director using the machine.


RE: Article 4 - Clause 4:02

The Union does not object to the use of delinquent taxpayers and other unpaid workers to do work that is outside the normal scope of duties of the bargaining unit; however, before any people are hired, the Employer will advise the Union of the nature of the work and the length of time for the project. This matter can, upon the request of either party, be re-opened for discussions at anytime.

The Union acknowledges that the work of Garbage Collection and Disposal Contract is separate from the work of the Town employees and this work will be carried out by the garbage contractor.

*RE: Article 30 - Contracting Out

Notwithstanding the language of Clause 30:01 of the above Article of the Collective Agreement, the parties hereby agree that there may very well be times when all Town employees and all Town equipment are working to capacity and at that time there may arise a need to carry on work that would have to be completed within a short time frame, and to this extent, and as per past practice, there would be no objections to work being awarded to someone other than Town employees. In the event such a situation arises, the Employer will consult with the Union prior to the work being contracted out.


Newfoundland & Labrador
Association of Public & Private
Employees

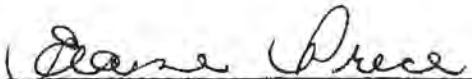

Springdale Town Council

MEMORANDUM OF UNDERSTANDING - PROJECT WORK

The purpose of this Memorandum is to clarify the understanding of the parties with respect to the Town of Springdale's use of project funding to carry out activities within the Town that do not fall within the scope of the bargaining unit.

In accordance with the provisions of Article 4 of the Collective Agreement, the Town of Springdale agrees that employees working on projects will not be assigned any of the duties listed in the bargaining unit job descriptions contained in the Collective Agreement.

The Union agrees it will not take issue with the Town of Springdale's use of project funding to carry out activities not included in the job descriptions contained in the Collective Agreement. The Union also agrees it will not attempt to expand the scope of the bargaining unit by laying claim to work that has not historically been performed by bargaining unit employees during the course of their regular employment.


Newfoundland & Labrador
Association of Public & Private
Employees


Springdale Town Council

November 22, 2006
(Revised April 11, 2017))

Elaine Price
NAPE
P. O. Box 160
Grand Falls-Windsor, NL
A2A 2J4

Dear Elaine:

Re: Letter of Understanding

Please accept this letter as confirmation that the Town of Springdale will implement on-the-job training for the Public Works Department where possible.

I trust this meets with your approval.

Yours truly,

TOWN OF SPRINGDALE



Jason Sparkes
Chief Administrative Officer

Heavy Equipment Mechanic

For the purpose of this Agreement means an employee who performs mechanical repairs to all types of equipment owned by Council. Operates heavy equipment and performs any other duties assigned by the Public Works Superintendent.

Function:

Responsible for the upkeep, preventive maintenance and repair of all Town Council equipment, underground infrastructure and recreational facility equipment.

Authority:

To oversee all mechanical maintenance and repair activities in conjunction with the Public Works Superintendent.

Responsibilities:

- performs maintenance duties on all heavy equipment owned by the Town Council;
- performs maintenance on cooling systems, exhaust fuel systems and electrical systems;
- performs maintenance on power trains, lubrication, hydraulic and pneumatic systems;
- performs maintenance on brakes and running gear and chassis and attachments;
- performs daily inspections on all equipment;
- prepares daily reports on all equipment;
- prepares weekly prevention maintenance schedules;
- supervises extra help when needed;
- must supply own tools;
- operates heavy equipment;
- performs additional duties as outlined by Public Works Superintendent;

- performs maintenance duties on swimming pool equipment, stadium ice, plants, sewer disposal systems, and water treatment plants;
- performs maintenance on Town's water and sewage systems.

Reportability:

The Heavy Equipment Mechanic shall report directly to the Public Works Superintendent.

Rate of Pay

As per Collective Agreement.

Equipment Operator I

For the purpose of this Agreement, means an employee who operates all of Council's heavy equipment such as front end loaders, backhoes, tractors, tandem dump trucks and snow clearing equipment. Also performs any other duties assigned by the Public Works Superintendent.

Function:

Responsible for the daily maintenance operations within the Town of Springdale.

To maintain Council's equipment to standard.

Authority:

To perform maintenance duties and operates Council's heavy equipment such as front end loaders, backhoes, tractors, grader, tandem dump trucks and snow clearing equipment.

Responsibility:

- performs maintenance duties on all heavy equipment owned by the Town of Springdale;
- performs maintenance on streets and road repairs;
- performs maintenance on Town's Water and Sewerage Systems;
- performs work on Capital Projects;
- prepares daily time sheets;
- reports to Town Superintendent if any problems occur;
- performs additional duties as outlined by the Public Works Superintendent.

Reportability:

Equipment Operator shall report to the Public Works Superintendent.

Rate of Pay:

As per Collective Agreement.

Equipment Operator II

In addition to the duties of the Equipment Operator I, the Equipment Operator II classification will be responsible for the following:

- Perform a variety of tasks associated with the maintenance and repair of the Town's water and sewer system, lift stations, well pumps, and chlorination system and fills in for the Mechanic/Lead Hand, as necessary in carrying out these duties.
- Assist the Mechanic/Lead Hand in completing daily inspections of all equipment.
- Assist the Mechanic/Lead Hand and recreation crew, as necessary, in performing maintenance on swimming pool equipment and stadium and ice plants.
- Assist the Mechanic/Lead Hand and the recreation crew, as necessary, with the start up and shut down of the swimming pool and ice plants.
- Read and interpret as built drawings and provide related advice when installing and/or making repairs to municipal infrastructure.
- Provide supervision, when directed by the Superintendent, for work within his/her scope of duties.
- Work with computerized equipment as they relate to work in the Public Works Department.
- All other duties as assigned by the Superintendent of Public Works.

Wage rate as per Collective Agreement.

Labourer - Truck Driver

For the purpose of this Agreement, means an employee who operates single axle dump trucks and performs any other duties assigned by the Public Works Superintendent.

Function:

Responsible for the daily maintenance operations within the Town of Springdale.

To maintain Council equipment to standard.

Authority:

To perform maintenance duties and operates single axle dump trucks as scheduled by the Public Works Superintendent.

Responsibilities:

- performs maintenance duties on single axle dump trucks and pickups;
- performs maintenance on Town's Water and Sewerage Systems;
- performs maintenance on streets and road repairs;
- performs garbage collection duties;
- performs work on Capital Projects;
- performs grass cutting and open space duties;
- prepares daily time sheets;
- reports to Town Superintendent if any problems occur;
- performs additional duties as outlined by the Public Works Superintendent.

Rate of Pay:

As per Collective Agreement.

Labourer

For the purpose of this Agreement, means an employee who works on Town outside work such as water and sewer maintenance, street maintenance, garbage collection and performs any other duties assigned by the Public Works Superintendent.

Function:

Responsible for the upkeep and maintenance of the Town Council properties.

To maintain all Council properties and general maintenance duties to standards.

Authority:

To perform all necessary work as outlined by the Town Public Works Superintendent.

Responsibilities:

- performs maintenance duties on Town's Water and Sewerage Systems;
- performs maintenance on streets and road repairs;
- performs garbage collection duties;
- operates jack hammer;
- performs grass cutting and open spaces duties;
- prepares daily time sheets;
- reports to Town Superintendent if any problems occur;
- performs additional duties as outlined by the Public Works Superintendent.

Reportability:

Labourer shall report to the Public Works Superintendent.

Rate of Pay:

As per Collective Agreement.

Lead Hand Recreation Facilities Attendant

For the purpose of this Agreement, there will be an employee who does all of the work required at the stadium, and on all other Recreation Facilities, eg. Building maintenance, operating Zamboni, collective tickets, cleaning, painting, cutting grass and the upkeep of grounds and also any other duties assigned by the Recreation Director.

Function:

Responsible for managing the rink while on duty. Managing defined by responsibilities listed below.

To Maintain the ice surface and arena facility generally to standard and to supervise users in scheduled activity.

Responsible for supervising summer students and co-workers in the absence of the Recreation Director.

Authority:

To supervise rink activities and apply agreed disciplinary measures as determined and supported by the Director and the Town of Springdale.

Responsibilities:

- performs normal maintenance duties on equipment such as checking ice-making equipment. Reports to Recreation Director if any immediate problems occur and if corrective action is required;
- operates and services the ice conditioner machine to standards and on schedules;
- performs preventive maintenance, inspection and minor repairs on Zamboni ice resurfacing machine;
- knows the function of the fire alarm system in the stadium and how to correct and reset the system after an alarm;
- carries out ice maintenance with the proper makings to provide good quality ice;
- prepares tenant requirements as instructed on a daily sheet, checks items on the sheet, receipts and records all monies received. Completed the day's summary sheet, recording any remarks pertaining to the shift that might be beneficial to upgrading of the arena or other comments toward good internal communication;

- maintains appropriate communication and mutual co-operation with tenants and general public. Maintains close surveillance on the conduct of the tenants and general public and make reports to the Recreation Director.
- records stadium rental bookings;
- allocates dressing room keys;
- when on final shift, the Operator assures that the ice surface is properly serviced; that all machines and equipment are last minute checked, and make a double check on all doors and locks pertaining to the security of the Springdale Stadium. The Operator on final shift is also responsible for leaving the entire arena clean including dressing rooms, and disposes of all garbage;
- completes log book as instructed;
- **Special Responsibility:** The Recreation Facilities Attendant is the representative of the Director and the Town. Neat and clean appearance is expected and the Operator's behaviour among so many young persons should be of an example-setting nature.
- supervises and performs all maintenance on all other Recreation Facilities;

Reportability:

The Recreation Facilities Attendant shall report to the Recreation Director.

Rate of Pay:

As per Collective Agreement.

Recreation Facilities Operator/Attendant

For the purpose of this agreement, will be an employee who does all of the work required at Town Recreation facilities.

Function:

Responsible for managing the rink while on duty.

To maintain the ice surface and arena facility generally to standard and to supervise users in scheduled activities.

To properly maintain all Town Recreation facilities equipment.

Authority:

To supervise rink activities and apply agreed disciplinary measures as determined and supported by the Recreation Director and the Town of Springdale.

Responsibilities:

1. Perform all maintenance duties on machinery and equipment such as daily pool chemical testing and balancing, stadium/curling plant reports, stadium Zamboni, playground equipment, and green spaces. Reports to Recreation Director if any immediate problems occur and if corrective action is required.
2. Operates and service any problems with George Huxter Park including comfort station, electrical and customer complaints.
3. Operates computer system for stadium and curling club plants which include daily checks, maintenance and training for all equipment.
4. Carries out ice maintenance duties to ensure safety for all users.
5. Maintains appropriate communication and mutual cooperation with tenants and general public.
6. Record stadium rental bookings.
7. Ensure proper cleaning of Springdale Stadium Complex and other Town owned facilities.
8. Knows the function of the fire alarm system in the stadium and how to correct and reset the system after the alarm.

9. Prepares user requirements as instructed on daily sheet, checks items on the sheet, receipts and records all monies received. Completes the daily summary sheet, recording any issues pertaining to the shift.
10. Allocates dressing room keys.
11. When on final stadium shift, the Attendant/Operator assures that the ice surface is properly serviced, that all machinery and equipment are last minute checked, and make a double check on all doors and locks for security reasons. The entire arena must be cleaned and cleared of garbage.
12. Completes log book as instructed.

The Recreation Facilities Operator/Attendant is a representative of the Recreation Director and the Town. To that end, the expectation is that the Operator/Attendant be neat and clean in appearance and all actions should reflect a positive example to patrons.

Reporting:

The Recreation Facilities Operator/Attendant shall report directly to the Recreation Director.

Recreation Facilities Attendant

For the purpose of this Agreement, will be an employee who does all of the work required at the Stadium, and on all other Recreation Facilities, e.g. building maintenance, operating Zamboni, collecting tickets, cleaning, painting, cutting grass and the upkeep of grounds and also any other duties assigned by the Recreation Director.

Function:

Responsible for managing the rink while on duty. Managing defined by responsibilities listed below.

To maintain the ice surface and the arena facility generally to standard and to supervise users in scheduled activity.

Authority:

To supervise rink activities and apply agreed disciplinary measures as determined and supported by the Director and the Town of Springdale.

Responsibilities:

- performs normal maintenance duties on equipment such as checking ice-making equipment. Reports to Recreation Director if any immediate problems occur and if corrective action is required;
- operates and services the ice conditioner machine to standards and on schedules;
- performs preventive maintenance, inspection and minor repairs on Zamboni ice resurfacing machine;
- knows the function of the fire alarm system in the stadium and how to correct and reset the system after an alarm;
- carries out ice maintenance with the proper makings to provide good quality ice;
- prepares tenant requirements as instructed on daily sheet, checks items on the sheet, receipts and records all monies received. Completes the day's summary sheet, recording any remarks pertaining to the shift that might be beneficial to upgrading of the arena or other comments towards good internal communication;
- maintains appropriate communication and mutual co-operation with tenants and general public. Maintains close surveillance on the

conduct of the tenants and general public and makes reports to the Recreation Director.

- allocates dressing room keys;
- when on final shift, the Operator assures that the ice surface is properly serviced; that all machines and equipment are last minute checked, and make a double check on all doors and locks pertaining to the security of the Springdale Stadium. The Operator on final shift is also responsible to leave the entire arena clean including dressing rooms, and disposes of all garbage;
- completes log book as instructed;
- Special Responsibility: The Recreation Facilities Attendant is the representative of the Director and the Town. Neat and clean appearance is expected and the Operator's behaviour among so many young persons should be of an example-setting nature.
- performs all maintenance on all other Recreation Facilities.

Reportability:

The Recreation Facilities Attendant shall report to the Recreation Director.

Rate of Pay:

As per Collective Agreement.

Utility Worker

Supervises the Town of Springdale Waste Disposal Site and performs any other duties assigned by the Public Works Superintendent.

Responsibilities:

- carries out animal control functions on behalf of the Town.
- supervises the Town of Springdale Waste Disposal Site;
- performs maintenance on Town's Water and Sewerage System;
- performs maintenance on streets and roads;
- performs maintenance on all other Town's facilities;
- performs additional duties as outlined by the Public Works Superintendent.

Reportability:

Utility Man shall report to the Public Works Superintendent.

Rate of Pay:

As per Collective Agreement.

It is agreed that the rate of pay for Utility Man will only apply while working at Waste Disposal Site and carrying out animal control functions.

The Labourer rate of pay will apply when the Utility Worker is performing maintenance on the Town's water and sewer system, streets, roads and all other Town facilities.

SIGNED this 4th day of February, 2020

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 SPRINGDALE:

Al Lail

Charles Pelley

Bob Adams

Edwin

James Spah
WITNESS

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

Jerry

Nicholas Wapford

Tom

Kurt Burt

Jeannie Price
WITNESS