



COLLECTIVE AGREEMENT

between

ST. LAWRENCE TOWN COUNCIL

and

NEWFOUNDLAND AND LABRADOR
ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES

Effective: July 1, 2022 - June 30, 2026

TABLE OF CONTENTS

| | | |
|----|--|----|
| 1 | Preamble | 1 |
| 2 | Management Rights | 1 |
| 3 | Definitions | 1 |
| 4 | Recognition | 4 |
| 5 | Association Security | 6 |
| 6 | Check-Off..... | 7 |
| 7 | Correspondence | 8 |
| 8 | Grievance Procedure | 8 |
| 9 | Arbitration | 11 |
| 10 | Labour Management Committee | 13 |
| 11 | State of Emergency Due to Weather Conditions | 14 |
| 12 | Probation, Discharge, Suspension and Discipline | 15 |
| 13 | Seniority | 18 |
| 14 | Promotions and Staff Changes | 20 |
| 15 | Layoff and Recall..... | 22 |
| 16 | Hours of Work | 23 |
| 17 | Overtime | 24 |
| 18 | Holidays..... | 26 |
| 19 | Annual Leave | 27 |
| 20 | Sick Leave | 29 |
| 21 | Leave of Absence | 31 |
| 22 | Payment of Wages and Allowances | 36 |
| 23 | Strikes and Lockouts..... | 37 |
| 24 | Termination of Employment | 37 |
| 25 | Group Insurance..... | 38 |
| 26 | Pension Plan | 38 |
| 27 | Technological Change | 39 |
| 28 | Effect of Legislation | 40 |
| 29 | Contracting Out | 40 |
| 30 | Protective Clothing | 40 |
| 31 | Amendment by Mutual Consent..... | 41 |
| 32 | Travel on Employer's Business | 41 |
| 33 | Salaries | 42 |
| 34 | Job Security | 42 |
| 35 | Duration..... | 42 |
| 36 | Severance Pay | 43 |
| | Schedule "A" - Salary Rates | 44 |
| | Letters of Understanding | 45 |
| | Memorandums of Understanding..... | 56 |

THIS AGREEMENT made this _____ day of _____, Anno Domini, Two Thousand and Twenty-Two;

BETWEEN:

TOWN OF ST. LAWRENCE

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:

ARTICLE 1 PREAMBLE

1:01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Association, to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement and to reserve to the Employer all those rights and authorities not specifically abridged herein.

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

ARTICLE 2 MANAGEMENT RIGHTS

2:01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working force, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration Procedure.

ARTICLE 3 DEFINITIONS

3:01 For the purpose of these conditions:

- (a) "Association" means the Union, the Newfoundland and Labrador Association of Public and Private Employees with headquarters in St. John's.
- (b) "Bargaining Unit" means all employees affected by this contract and as per the Certification Order presented by the Labour Relations Board.
- (c) "Classification" means the identification of a position by reference to a class title and pay.

- (d) "Council" is the Council of the Town of St. Lawrence.
- (e) "Day" means a working day unless otherwise noted.
- (f) "Day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of their position other than:
 - (i) a designated holiday; or
 - (ii) a calendar day on which the employee is on leave of absence.
- (g) "Demotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from their existing classification, to a classification carrying a lower pay.
- (h) "Employee" or "employees" where used is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit. Whenever the masculine is used in this Agreement, it shall refer equally to the feminine.
- (i) "Employer" means the Town of St. Lawrence as represented by the Council or Council's designate.
- (j) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday.
- (k) "Layoff" means a temporary cessation of employment due to lack of work or abolition of a post. However, it is agreed that the employee retains all rights in accordance with Article 13.
- (l) "Leave of absence" means absence from duty with the permission of the Employer.
- (m) "Month of service" means a calendar month in which an employee is in receipt of full salary or

wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave.

- * (n) "Notice" means notice in writing via email or by certified or registered mail.
- (o) "Overtime"
 - (i) Full time employees - all time worked in excess of eight (8) hours per day or forty (40) hours per week.
 - (ii) Part-time employees - all time worked by a part-time employee in excess of eight (8) hours per day or forty (40) hours per week.
- (p) "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.
- (q) "Permanent employee" means a person who has completed the probationary period and is employed on a full time or part time basis without reference to any specified date of termination of service.
- (r) "Probationary employee" means a person who has been employed by the Employer but has worked less than the prescribed probationary period.
- (s) "Probationary period" shall be ten (10) calendar weeks for all employees. It is agreed that the probationary period for part-time and temporary employees shall be equal in working hours to that of full time employees.
- (t) "Promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from their existing classification to a

classification giving higher pay.

- (u) "Reclassification" means any change in the current classification of an existing position.
- (v) "Schedule" means notification given in writing and posted in a place accessible to all employees.
- (w) "Standby" means any period of time during which an employee is required, at the direction of the Employer, to be available for recall to work.
- (x) "Temporary employee" means a person who is employed for a specific period or for the purpose of performing certain specified work and who may be laid off or terminated at the end of such period or the completion of such work.
- (y) "Termination" means the final severance of employment of an employee subject to Clause 13:04.
- (z) "Vacancy" means an opening which is either permanent, part-time or of a temporary nature for more than three (3) weeks.
- (aa) "Week" means a period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (bb) "Weekday" means any eight (8) hour working day, Monday through Friday.
- (cc) "Year" means the period extending from the first day of January in any year to the thirty-first day of December in the same year, or any period of twelve (12) consecutive months as the context may require.

ARTICLE 4 RECOGNITION

- 4:01 (a) The Employer recognizes the Association as the sole and exclusive bargaining agent for all classes of employees as listed in the Certification Order

issued by the Labour Relations Board, and any class or position as mutually agreed between the parties since the above-noted Order was issued.

- (b) It is understood and agreed that persons employed on special projects sponsored by the Employer shall not be members of the bargaining unit.

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

4:03 Work of the Bargaining Unit

Persons who are not within the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in the case of an emergency.

4:04 No Other Agreements

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

4:05 No Discrimination - Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination whatsoever. For the purpose of this Clause and this Agreement, it is agreed that the word "discrimination" shall be defined as follows:

"Discrimination means 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, sexual orientation, religion, ethnic or national origin, age,

physical or mental handicap, union affiliation, union membership or office, etc."

4:06 In the interest of maintaining a harmonious relationship between the Town Council, its employees and the Association, both parties to this Agreement recognize

the value and rights of Shop Stewards and Local President. By investigating complaints of an urgent nature, investigating, preparing and presenting grievances on behalf of employees, carrying out assigned safety committee responsibilities and attending management meetings when requested, it is hoped that Shop Stewards will encourage and protect a proper Employer/employee relationship in the work place.

4:07 Bulletin Boards

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

4:08 Association Access

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

ARTICLE 5 ASSOCIATION SECURITY

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

commencement of their employment.

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

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

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment, with the fact that an Association Agreement is in effect and with the conditions of employment set out in the Articles dealing with Association Security and Dues Checkoff; and

where copies of the Collective Agreement have been provided to the Council by the Association, the employee will receive a copy.

5:04 Association Security

New employees shall be provided with the names of Shop Steward(s), and where available, will be introduced to them as soon as possible.

5:05 Interviewing Opportunity

A representative of the Association shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new

employee with the benefits and responsibilities of Association membership.

ARTICLE 6 CHECK-OFF

6:01 The Employer shall deduct from the salary or wages of all employees within the bargaining unit the amount of

membership dues and forward same monthly to the Association accompanied by a list of employees showing:

- (a) the contributions of each;
- (b) the employee's full name and classification and social insurance number;
- (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 Association dues paid by an employee to the Association during the current year will be recorded on their T4 statement.

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

ARTICLE 7 CORRESPONDENCE

7:01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Town Manager and the President of the Association with a copy to the Mayor of the Town and 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 Association Stewards to assist any employee in preparing and presenting their grievance in accordance with the Grievance Procedure.

8:03 Shop Stewards

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

8:04 Names of Stewards

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

8:05 Processing of Grievances

Shop Stewards shall suffer no loss in pay for the time spent attending meetings with the Employer's representative. Employees are not to write up grievances during regular working hours, except with the permission of the Employer.

8:06 Permission to Leave Work

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

8:07 Settling of Grievances

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

Step 1

The aggrieved employee, together with their Shop Steward, shall, within five (5) days of becoming aware of the incident giving rise to the grievance, submit their

grievance in writing to the Town Manager. An earnest effort shall be made to settle the grievance at this Step, and the Town Manager shall render their decision within five (5) days.

Step 2

Failing settlement at Step 1, either party may refer the grievance to arbitration within ten (10) calendar days of the Town Manager's/Council's decision at Step 1.

8:08 Time Limits

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

8:09 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement the Association may initiate a grievance.

8:10 Association May Institute Grievance

The Association and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance

Procedure. Such a grievance shall commence at Step 1.

8:11 Replies in Writing

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

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 31:01 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.

8:15 Notwithstanding any provision in this Article, an employee shall be free to present any personal complaint to the Employer or their designated representative.

8:16 In the case of discipline, dismissals and suspension pending dismissal, the grievance may be submitted, in the first instance, at Step 2.

ARTICLE 9 ARBITRATION

9:01 Composition of Board of Arbitration

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

Agreement indicating the name of its nominee on an Arbitration Board. Within five (5) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) Arbitrators shall then meet to select an impartial Chairperson.

9:02 Failure to Appoint

If the party receiving the notice fails to appoint a nominee to the Board, or if the two (2) nominees fail to agree upon a Chairperson within fifteen (15) days of

their appointment, the appointment shall be made by the Minister of Human Resources, Labour and Employment upon the request of either party.

9:03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

9:04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

9:05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may, within sixty (60)

calendar days of the Board's decision, apply to the Chairperson to reconvene the Board in order to clarify the decision which the Chairperson of the Board shall do within ten (10) calendar days of the request of either party.

9:06 Expenses of the Board

Each party shall pay:

- (i) the fees and expenses of the nominee it appoints;
- (ii) one-half (1/2) of the fees and expenses of the Chairperson.

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 by the parties making the request for the witness.

9:09 Conflict of Interest

No person

- (a) who has any pecuniary interest in the matters referred to the Arbitration Board, or;
- (b) who is acting or has within a period of six (6) months preceding the date of their 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 The Union and the Employer may mutually agree to the use of a sole Arbitrator for any given arbitration.

ARTICLE 10 LABOUR MANAGEMENT COMMITTEE

10:01 Establishment of Committee

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

10:02 Function of Committee

The Committee shall concern itself with the following general matters:

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

10:03 Meetings of Committee

The Committee shall meet four (4) times each year at a mutually agreeable time and place. Any such meeting may be cancelled or rescheduled by mutual agreement. 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 alternately chaired by the Employer's representative and the employee's representative. Likewise, the Vice-Chairperson shall alternate from meeting to meeting.

10:05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson and Vice-Chairperson as promptly as possible after the close of

the meeting. The Chairperson and Vice- Chairperson shall each receive four (4) copies of the minutes within three (3) days following the meeting.

10:06 Jurisdiction of Committee

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

ARTICLE 11 STATE OF EMERGENCY DUE TO WEATHER CONDITIONS

11:01 Adverse Weather Conditions

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

- (1) All employees are required to report to duty as scheduled.
- (2) When an employee, through no fault of their own, is unable to report to work because of a declared state of emergency or where the Employer closes the office or job site, then such employees shall suffer no loss of pay or benefits nor shall be required to make up, in any way, for time lost due to not reporting for work.
- (3) Notwithstanding 11:01 (1) above, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of 11:01 (2) above.

- (4) An employee who worked during the emergency will be paid at their regular rate of pay up to eight (8) hours and overtime thereafter.
- (5) For the purpose of this Article, the Employer is defined as the Town Manager or their designated representative at the St. Lawrence Town Council.

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

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

12:01 * (a) Probationary Period

The probationary period shall be four hundred (400) hours for all employees. It is agreed that the probationary period for part-time and temporary employees shall be equal in working hours to that of full time employees.

(b) Discharge Procedure

The Employer has and has had the right to discipline and discharge employees for just cause. However, any employee who is past the probationary period, and who has been disciplined, suspended or discharged, shall have the right to be heard in accordance with the Grievance Procedure under this Agreement.

- (c) Any employee who is disciplined, suspended or dismissed shall, within five (5) days of such discipline, suspension or dismissal, be provided with written notification which shall state the reasons for the discipline, suspension or dismissal.

(d) Termination of Probationary Employees

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

12:02 Unjust Suspension or Discharge

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

12:03 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such

employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days of the incident, give written particulars of such censure to the employee involved.

12:04 Adverse Report

- (a) The Employer shall notify an employee, in writing, of any dissatisfaction concerning their work within five (5) working days of the Employer becoming aware of the event of the complaint. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at anytime. This Clause shall apply in respect of any expression of dissatisfaction relating to their work or otherwise

which may be detrimental to an employee's advancement or standing with the Employer. The employee's written reply to such notification of dissatisfaction shall become part of their record.

- (b) When an employee is required to attend a meeting with the Employer dealing with warning, adverse report, suspension or discharge, they shall be accompanied by the Local President or Shop Steward.

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 Council Office. An employee shall, at a mutually agreed time, be allowed to inspect their personal file, and shall be accompanied by a representative of the Employer and may be accompanied by a representative of the Association, if they desire.
- (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 received such document by signing the file copy.

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 have elapsed. It is the responsibility of the employee to bring any such correspondence to the attention of the Employer.

12:06

May Omit Grievance Steps

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

suspension or discharge.

ARTICLE 13 SENIORITY

13:01 Seniority Defined

Seniority is defined as length of service with the Employer, subject to Clause 13:04 (e), and shall date from the most recent date of hire by the Employer. Seniority shall operate on a bargaining unit wide basis and shall be recorded in hours exclusive of overtime.

13:02 Seniority Lists

The Employer shall maintain a seniority list showing the seniority of each employee recorded in hours. An up-to-date seniority list shall be sent to the Association and a list posted on the bulletin board in January of each year for the benefit of the employees. If the seniority list is deemed to be incorrect by the Association or an employee, the Employer must be informed of the error within thirty (30) days of the posting. If no error is identified within this thirty (30) day period, or if an error

is identified and subsequently corrected, the list as posted or as subsequently corrected, as the case may be, shall be deemed to be permanently correct. Any new errors or recurring errors shall be subject to correction as above. The employee shall be

responsible for proving any contention of error, however, the Employer agrees to make available such records or documents as may be reasonably required to clarify the issue.

13:03 Probation for Newly Hired Employees

(a) Employees hired after the signing of this Agreement shall be on probation, as outlined in Clause 12:01.

* (b) Subject to Clause 13:03 (c), during their probationary period, such employees shall be entitled to all benefits and rights unless otherwise

stated in the agreement.

- (c) Employees who remain in the employ of the Employer for their complete period of probation shall have seniority effective from their most recent date of hire by the Employer, subject to Clause 13:04 (e).

13:04

Loss of Seniority

An employee shall lose their seniority only in the event that:

- (a) they are discharged for just cause and is not re-instated by an Arbitrator or under the Grievance Procedure;
- (b) they resign in writing;
- (c) they are absent from work in excess of three (3) working days without the approval of the Town Manager or without sufficient cause;
- (d) they fail to return to work within three (3) 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. It shall be the responsibility of the employee to keep the Town Manager

informed, in writing, of their current address. An employee who is recalled for casual work or employment at a time when they have employment which will continue for a greater duration than the recall period shall not lose their 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 two (2) working days, notify the Town Manager whether or not they will return to work;

- (e) they are laid off for a period longer than twelve (12) months;

- (f) they are on leave without pay for a period longer than twelve (12) months.

13:05 Transfers and Seniority Outside Bargaining Unit

- (a) No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, the employee shall retain their 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.

- (b) Notwithstanding Clause 13:05 (a), employees on a temporary transfer will continue to accumulate seniority while on such an assignment up to a period of one (1) year from the initial date of assignment.

13:06 Employees on layoff may, subject to Clause 13:04, retain, but not accrue, seniority.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14:01 Job Postings

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

It is understood and agreed that in the event a vacancy is created as a result of illness or other temporary absence of the incumbent approved by the Employer, there shall be no need to post the vacant position, but the Employer agrees to appoint a temporary

replacement on the same considerations as those outlined in Clause 14:04.

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 on promotion or transfer shall be given preference on a seniority basis for filling such vacancy provided that the applicant's qualifications meet the minimum required standards for the new position as advertised in the job posting. It is understood and agreed that the Employer has the responsibility and authority to establish and post the required standards.

14:05

Trial Period

The successful applicant shall assume their new duties on a trial basis for fifteen (15) calendar days. The Employer shall confirm the employee's appointment after the trial period of fifteen (15) calendar days unless the Employer deems the employee's service unsatisfactory. In the event that the successful applicant proves unsatisfactory in the position in the trial period, or if the employee is unable to perform the duties of the new position, the employee shall be returned to their former position, wage or salary rate, if not redundant, or if redundant, then to a comparable position, wage or salary rate of their former position and without loss of seniority, if such a comparable position is available. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to their former or to a comparable position, wage or salary rate, without loss of seniority, if such a comparable position is available.

14:06

Notification of Successful Applicant

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

14:07

Handicapped Worker Provision

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

14:08

Disabled Employee's Preference

An employee who has been incapacitated by their work by injury or compensable occupation disablement, and is unable to perform their regular duties, will be employed in other work which they will be able to satisfactorily perform, provided that 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.

14:09 * Worker Accommodation

An employee who becomes unable to perform their regular duties may be accommodated. All necessary medical documentation must be provided in an effort for the employer to determine if an accommodation is possible.

ARTICLE 15 LAYOFF AND RECALL

15:01 Role of Seniority in Layoffs

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

15:02 Recall Procedure

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

15:03 No New Employees

No new employee 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 all permanent full time and permanent part time employees who are to be laid off no less than twenty (20) working days prior to the effective date of layoff. If through no fault of their own

the employee has not had an opportunity to work the days of notice as provided in this Clause, the employee shall be paid wages or salary, exclusive of overtime, that they would have earned during the notice period.

ARTICLE 16 HOURS OF WORK

- 16:01 The work week shall be five (5) days per week, Monday through Friday, eight (8) hours per day or forty (40) hours per week.
- 16:02 Employees shall be permitted two (2) fifteen (15) minute rest periods per shift.
- 16:03 Employees shall be granted two (2) consecutive days of rest per week. These days shall be Saturday and Sunday unless otherwise mutually agreed between the employee and the Employer.
- 16:04 All employees shall work a summer schedule as follows:
Monday through Friday: 7:30 a.m. to 4:00 p.m.
Lunch period shall be one-half (1/2) hour.
Schedule shall run from June 1 to September 1 each year.
- 16:05 The minimum number of hours an employee is required to work shall be three (3) hours.

ARTICLE 17 OVERTIME

- 17:01 Definition of Overtime
- (a) Full Time Employee
All time worked in excess of eight (8) hours per day or forty (40) hours per week is considered overtime.
- (b) Part-Time Employee

All time worked by a part-time employee in excess of eight (8) hours per day or forty (40) hours per week will be time and one half (1 1/2) rate of pay.

(c) Approval of Overtime

All overtime is subject to the prior approval of the Town Manager or their representative designated for the place of work where the overtime is to be worked.

17:02 * Normal Overtime Rate

The normal overtime rate shall be pay at the rate of time and one-half (1 ½).

Saturday and Sunday expectations at normal overtime rate of one-half (1 ½).

Double time to only come into effect after 12 hours of continuous work.

To place a maximum of banked hours at twenty-four (24) hours three (3) days banked time at appropriate overtime rate. Employees time off must be conveyed by the Town Clerk/Manager within seventy-two (72) hours or utilize time as pay in lieu. Banked hours will be paid out yearly if not utilized by December 31, 2022.

17:03 Meal Periods

An employee who is recalled to work or works during their meal period shall be paid time and one-half (1 1/2) for all time worked during the meal period.

17:04 Sharing of Overtime

Except in emergency, overtime, call back and standby shall be divided equally among employees qualified to perform the available work provided that any employee may refuse overtime. In an emergency, the first available qualified employee shall be required to work.

17:05 Callback

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

17:06 Compensation for Work on Paid Holidays

If an employee is required to work on a paid holiday, they shall get paid their regular pay plus double time (2) for each hour worked.

17:07 No Layoff to Compensate for Overtime

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

17:08 Calculating of Overtime Rates

An employee who is absent on approved time off during their 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 they had worked during their regular hours during such absence.

17:09 Overtime on an Employee's Day Off

An employee who works on their day off shall be paid time and one half (1 1/2) for all hours worked.

17:10 Standby

- (a) An employee who performs standby duty shall be paid two dollars and twenty-five cents (\$2.25) per hour (effective date of signing) for each hour during which the employee is available for recall to work.
- (b) Standby, as above, on a statutory holiday, shall be paid at the rate of two dollars and thirty-five cents (\$2.35) per hour (effective date of signing).
- (c) No compensation shall be granted for the total

period of standby duty if the employee does not report for work when required.

- (d) Standby duty shall be equally divided among qualified employees.

17:11 Live Sewers

Employees required to work in live sewers shall receive a sewer premium of three dollars and seventy-five cents (\$3.75) per hour (effective date of signing).

17:12 * Shift Differential

A wage differential of fifty-cents (50¢) per hour shall be paid for each hour the employee works between the hours of 1800 hours of one day and 0800 hours of the following day for the purpose of maintaining snow clearing operations provided that such employee(s) is not being paid at an overtime rate for that period of time.

ARTICLE 18 HOLIDAYS

18:01 * Paid Holidays

Employees shall receive one (1) day paid leave for each of the fourteen (14) holidays as follows:

- (a) New Year's Day
- (b) St. Patrick's Day
- (c) Good Friday
- (d) St. George's Day
- (e) Commonwealth Day
- (f) June Day
- (g) Memorial Day
- (h) Orangeman's Day
- (i) St. Lawrence Day
- (j) Labour Day
- (k) Thanksgiving Day
- (l) Armistice Day
- (m) National Truth and Reconciliation Day
- (n) Christmas Day
- (o) Boxing Day

And any other day designated as a holiday by the

Provincial Government.

18:02 Compensation for Holidays Falling on Scheduled Days Off

When any of the aforementioned paid holidays falls on the employee's scheduled day off the employee shall receive another day off with pay to be taken on the next immediate working day.

18:03 Paid Holiday During Leave

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

ARTICLE 19 ANNUAL LEAVE

19:01 Length of Vacation

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

| <u>Years of Service</u> | <u>Number of Weeks</u> |
|--|------------------------|
| Up to three (3) years | Two (2) weeks |
| From three (3) to nine (9) years | Three (3) weeks |
| From ten (10) to twenty (20) years | Four (4) weeks |
| From twenty (20) to twenty-five (25) years | Five (5) weeks |
| In excess of twenty-five (25) years | Six (6) weeks |

The following provisions respecting annual leave shall apply:

- (1) No anticipated annual leave may be taken by an employee until they have not less than one (1) year of service prior to taking leave.
- (2) When an employee has had not less than one (1) year of service, they may anticipate annual leave to the end of the period of their authorized employment or to the end of the year concerned, whichever is the shorter period.

- (3) When an employee becomes eligible for a greater amount of annual leave, they may be allowed in the year in which the change occurs, a portion of the additional leave for which they have become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.
- (4) Part-time and temporary employees will receive four (4%) percent vacation pay, paid weekly with regular pay cheques.
- (5) Full time employees with up to three (3) years' service shall be paid for two (2) weeks' vacation at their regular rates or at four percent (4%) of gross earnings, whichever is the greater.
- * (6) Employees may carry forward up to a maximum of eighty (80) hours of Annual Leave per year. Any unused hours of Annual Leave in excess of eighty (80) hours must be used or will be paid out by the Employer December 31st of that year.

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

- 19:03 (a) Annual leave shall be allowed on a year round basis.
- (b) Notwithstanding the provisions of Clause 19:03 (a), annual leave shall not be taken except with the prior approval of the Town Manager. However, subject to the operational requirements of the Town, the Town Manager shall make every reasonable effort to grant the employee their annual leave at a time requested by the employee.

19:04 The Employer undertakes to assure that no employee will be recalled after proceeding on annual leave except

in case of extreme emergency. If an employee is recalled from annual leave, they shall be entitled to annual leave in lieu of all hours worked on the recall and shall be paid at the straight time rate for all time worked.

19:05 An employee may carry forward to another year one (2) weeks of annual leave not taken by them in previous years to be agreed by mutual agreement.

19:06 (a) An employee who becomes ill while on annual leave may change the status of their leave to sick leave effective the date of notification to the Employer, such illness to be verified by doctor's certificate.

(b) In the case of an employee who is admitted to hospital while on annual leave, they may change the status of their leave to sick leave with effect from the date they were admitted to hospital, subject to verification by doctor's certificate.

The Employer shall be notified of any change of leave status.

19:07 For the purpose of this Article, employees who are re-employed by the Employer after layoff or termination may have all service prior to layoff or termination credited to them for annual leave purposes.

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 by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

20:02 Paid Sick Leave

An employee shall earn sick leave at the rate of one (1) day per month which may be accumulated on a year to year basis to a maximum of one hundred and ten (110) days.

20:03 * Deduction from Sick Leave

- (a) If an employee is sick for three(3) days, they will receive full pay and the day shall be deducted from sick leave.
- (b) If an employee is sick for more than three (3) days they must be certified sick by a doctor. Full pay shall be paid to the extent of the insurance plans (W.I.) qualifying period or to the extent of the remainder of their accumulated sick leave credits or the extent of their certified illness, whichever is the lesser.
- (c) Following the expiration of the qualifying period, the employee shall, if they are still certified sick, transfer to the employee's group insurance plan. Should the employee so desire, they may apply to the Employer for further payments from their accumulated sick leave credits to increase their total gross income from insurance and accumulated sick leave to a total of one hundred percent (100%) of regular gross pay.
- (d) If an employee is not approved for short-term disability and have exhausted the appeal process, they may avail of their existing sick leave bank with supporting medical documentation up to a maximum of four hundred forty (440) hours.

20:04 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 their regular rate of pay without deduction from sick leave.

20:05 Sick Leave Records

In January of each year the Employer, upon request of the employee, shall advise each employee of the amount of sick leave accrued to their credit and the number of days of sick leave taken by them up to and including the

previous 31st day of December.

20:06 Sick Leave During Leave of Absence and Layoff

When an employee is given paid vacation or special paid leave of absence, they shall receive on their 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 eighteen (18)

months and returns to work upon expiration of such layoff, they shall not receive sick leave credits for the period of such absence, but shall retain their accumulative credit, if any existing at the time of such layoff.

20:07 An employee on special leave without pay in excess of twenty (20) days in total in the calendar year shall not accumulate sick leave during such period of special leave without pay.

20:08 For the purpose of this Article, an employee who received full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of their service computed in full or one-half days shall be deemed to have a month of service.

ARTICLE 21 LEAVE OF ABSENCE

21:01 Negotiation Pay Provision

Representatives of the Association not to exceed three (3) employees shall not suffer any loss of pay or benefits when required to leave their employment in order to carry on or to take part in negotiation meetings between the Association and the Employer.

21:02 Grievance and Arbitration Pay Provision

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

21:03

Leave of Absence for Association Business

- (a) Upon written request by the Association to the Town Manager, leave of absence without pay and without loss of benefits shall be granted by the Town Manager to employees elected or appointed to represent the Association at Association's functions, including the functions listed in

paragraph (b) hereof, up to a limit of a total of ten (10) working days per year accumulated for the entire bargaining unit. On reasonable notice to the Town Manager, an additional ten (10) days shall be granted without pay and without loss of seniority, if the above number of days proves insufficient for such Association functions. Leave of absence without pay shall be granted to the Executive and/or Shop Steward to attend Executive and Committee meetings of the Association, its affiliated or chartered bodies.

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

21:04 Leave of Absence for Full Time Association Representatives

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

21:05 Paid Bereavement Leave

An employee shall be entitled to bereavement leave with pay as follows:

- * (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, common-law spouse, legal guardian, grandmother, grandfather, mother-in-law, father-in-law, grandchild, step-child, step-grandchild, or near relative living in the same household, three (3) days. In the case of the death of an employee's sister-in-law, brother-in-law, daughter-in-law, or son-in-law, one (1) day with pay.
- (b) If the death of a relative referred to in Clause 21:05 (a) and to which three (3) days has been allotted occurs outside the Island portion of Newfoundland, the employee shall be granted leave with pay not exceeding five (5) days for the purpose of attending the funeral. Such days not to be in addition to those allotted in Clause 21:05 (a).
- (c) In cases where extraordinary circumstances prevail, the Town Manager may grant two (2) additional days other than those referred to in Clause 21:05 (a) and (b) without pay.

21:06 Maternity, Adoption and Parental Leave

Maternity/adoption/parental leave shall be defined as a period where an employee can demonstrate they were on leave related to the birth or adoption of a child.

- (a) An employee who has completed their probationary

period shall be eligible to 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 Clause.

- * (b) An employee is entitled to a maximum of seventy eight (78) weeks leave under this Clause.
- (c) An employee may return to duty after two (2) weeks' notice of their intention to do so. An employee returning from maternity leave shall be required to produce a satisfactory certificate from her physician.
- (d) The employee shall resume their former position and salary upon return from leave with no loss of accrued benefits.
- (e) Periods of leave under this Clause shall not count for earning service for annual leave, sick leave, severance pay or any other benefits except seniority.
- (f) An employee on leave under this Clause will have the option of continuing to be covered by the Group Insurance Plan, provided the employee pays both the employee and Employer premiums in accordance with Clause 25:02 (b).
- (g) Illness Associated with Pregnancy

An employee may be awarded sick leave for illness that is the result of or may be associated with pregnancy, if sick leave credits are available.
- (h) While on leave under this Clause, employees may request copies of job postings from the Local President.

21:07

Paid Jury or Court Witness

The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as juror or witness in any court or who must appear for jury selection. The employee will present proof of service that they attended as a juror or

witness. Any wage remuneration the employee receives from the courts will be deducted from their regular pay.

21:08 Education Leave

An employee who is upgrading their 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 during their regular working hours.

21:09 General Leave

- (a) With the approval of the Employer, and subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff, upon written request, an employee may be granted leave of absence without pay to a maximum of twelve (12) months.
- (b) While on general leave, such leave shall not count for earning service for annual leave, sick leave, severance pay or any other benefits except seniority, which shall count for service to a maximum of twelve (12) months.

21:10 Family Responsibility Leave

- (a) Subject to Clause 21:10 (b), (c) and (d), an employee who is required to:
 - (i) attend to the temporary care of a sick family member living in the same household;
 - (ii) attend to the needs relating to the birth of an employee's child;
 - (iii) accompany a dependent family member, living in the same household, to a dental or medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to the needs relating to the adoption of

a child; and

(vi) attend to the needs related to home or family emergencies;

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

- (b) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required and why the family matter could not be attended to after hours;
 - (iii) where appropriate and in particular with respect to (ii), (iv) and (v) of Clause 21:10 (a), have endeavoured to schedule such events during off duty hours.
- (c) Employee shall not be permitted to change any other leave to family leave, but employees shall be entitled to change family leave to bereavement leave or sick leave, if the employee qualifies for such leave.
- (d) Temporary employees shall not be entitled to family responsibility leave.

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 week. Overtime pay will be included in the regular pay deposit 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 their wages, overtime and other payroll deductions.

22:02 Pay on Temporary Transfers

- (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 assigned work shall receive the rate of pay for the position filled. This will apply only to the extent that the employee fills this position for a minimum of one (1) hour of their normal working 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 one (1) week of notice prior to the pay day preceding the office day on which they wish to receive their advance payment, shall receive prior to commencement of their annual vacation any regular pay cheque(s) which may fall due during their vacation.

22:04 Transportation

- (a) When, in the course of their duty, an employee is required by the Employer to travel on the Employer's business, transportation shall be provided by the Employer or the employee has the option to use their own vehicle, in which case the Employer shall reimburse the employee at the prevailing Government rates. An employee shall not, except with the approval of the Town Manager, be entitled to reimbursement for transportation between their residence and their workplace.
- (b) Payment for the use of private vehicles on the Employer's business shall be limited to the mileage rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.

ARTICLE 23 STRIKES AND LOCKOUTS

23:01 The Union agrees that during the life of this Agreement there shall be no strikes. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 24 TERMINATION OF EMPLOYMENT

24:01 Except in the case of dismissal for just cause, twenty (20) calendar days notice, in writing, shall be given to permanent full time and permanent part-time employees whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

24:02 Termination of Employment

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

24:03 Employees shall give the Employer the same period of notice of their intention to terminate their employment as the Employer would be required to give that class of employee as shown in Clauses 24:01 and 24:02.

24:04 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article, unless mutually agreed between the employee and Employer.

24:05 The period of notice may be reduced or eliminated by mutual agreement.

24:06 Upon termination of service an employee shall receive pay for all their earned current accrued annual leave not taken by them prior to the date of termination of their services plus pay for all their accumulated annual leave not taken by them prior to the date of termination of their services, provided however that any indebtedness to the Employer may be deducted from such payment.

ARTICLE 25 GROUP INSURANCE

25:01 The parties agree to continue a Health and Insurance Plan and to administer it as per the provisions of Clause 25:02.

25:02 (a) The Employer will pay 50% of the premium of the group insurance plan.

(b) When an employee is on extended leave without pay then the employee may pay the full premium in order to maintain coverage while on such leave.

(c) A summary of the general provisions and benefits of the Plan is to be distributed to all employees and a copy is to be forwarded to the Union.

25:03 Workers' Compensation

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

ARTICLE 26 PENSION PLAN

26:01 The Employer agrees to continue a Pension Plan. It is further agreed that such a Plan shall be paid for on a fifty-fifty (50/50) basis by the Employer and the employees. If there are to be changes to the current Pension Plan, the employees will be consulted.

ARTICLE 27 TECHNOLOGICAL CHANGE

27:01 Advance Notice

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

27:02 Consultation

Meetings will be arranged between the Town Council

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

27:03 Training Benefits

In the event that the Town Council should introduce new methods or machines which require new or greater skills than those possessed by employees who are employed in the operation being changed, and where such

employees would otherwise be laid off, then training shall be provided for employees affected. A reasonable period of time determined by the Council shall be allowed for employees taking such training. Where required, leave for such training shall be with pay less any other allowances provided for such training by Council or other programs.

27:04 (a) Where an affected employee elects not to avail of training as provided for under Clause 27:03, the Employer agrees that, where reasonably possible, the effect on the employee of changes contemplated by Clause 27:01 will be minimized by transfer or re-assignment within the employ of the Employer.

(b) An employee transferred or re-assigned in accordance with (a) above, will have not suffered any reduction in their regular salary, unless such employee has refused, without giving reasons acceptable to the Council to avail of training in accordance with Clause 27:03.

27:05 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 27:03.

27:06 Notwithstanding any of the above, it is agreed that where an employee elects not to avail of training opportunities under Clause 27:03 or where it is not possible to transfer or re-assign the employee within the employ of the

Council because of the non existence of available positions, the employee will be terminated and notice will be served in accordance with Article 24 - Termination of Employment.

ARTICLE 28 EFFECT OF LEGISLATION

28:01 Continuation of Acquired Rights

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

ARTICLE 29 CONTRACTING OUT

29:01 The Employer agrees that there will be no contracting out except in the case of an emergency or when bargaining unit employees are unavailable or unable to perform the work required.

ARTICLE 30 PROTECTIVE CLOTHING

30:01 * The Employer shall issue the following clothing once a year or as required to all outside employees:

- Three (3) pairs of gloves
- Face Mask
- Hard Hat
- One (1) pair of winter coveralls per employee
- One (1) set of heavy duty rain wear for outside full time permanent employees

- disposable coveralls for outside full time employees completing assigned tasks within the Garage facilities
- One (1) pair of steel toed rubber boots or one (1) pair of steel toed work boots to all permanent

- employees once a year.
- One (1) pair of Summer Coveralls

And any other apparel or equipment as required by the Occupational Health and Safety Act.

ARTICLE 31 AMENDMENT BY MUTUAL CONSENT

31:01 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 32 TRAVEL ON EMPLOYER'S BUSINESS

32:01 For each full day on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities shall be as follows:

(a) Sixty dollars (\$60) per day (See Letter)

| | |
|-----------|-------------------------------|
| Breakfast | - fourteen dollars (\$14) |
| Lunch | - eighteen dollars (\$18) |
| Dinner | - twenty-eight dollars (\$28) |

32:02 For travel on the Employer's business for less than one (1) day, the appropriate meal allowance shall apply.

32:03 An employee required to travel on the Employer's business shall be deemed to be working for the Employer. However, the employee shall not be deemed to be working during periods of rest, nor shall overtime be incurred by virtue of the fact that an employee is required to be away from their headquarters area overnight or during their days of rest unless they are actually working.

ARTICLE 33 SALARIES

33:01 All employees within the bargaining unit shall receive wages as shown in Schedule "A" and Schedule "B" attached hereto and forming a part of this Collective Agreement.

ARTICLE 34 JOB SECURITY

34:01 In the event the Town Council, the taxpayers or any representatives of the Employer agrees that the municipality of St. Lawrence is to be placed under the jurisdiction of some other municipality, it is agreed that prior to any final arrangements being made the Employer will guarantee the employment of the members of the bargaining unit will continue with the new Town or Council.

ARTICLE 35 DURATION

35:01 * Except as otherwise provided in specific Clauses, this Agreement shall be effective from the date of signing and remain in full force and effect until June 30, 2026 or until a new Collective Agreement is signed.

35:02 Notice to Negotiate

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

35:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under Clause 35:02 give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

ARTICLE 36 SEVERANCE PAY

36:01 An employee who has nine (9) or more years of continuous service in the employ of the Employer, whose position is declared redundant, retires or whose recall rights have expired, is entitled to be paid severance pay

equal to the amount obtained by multiplying the number of completed years of continuous employment by their weekly salary, to a maximum of twelve (12) weeks' pay.

SCHEDULE "A"

Effective July 1, 2022 increase all rates by two percent (2%)
Effective July 1, 2023 increase all rates by two percent (2%)
Effective July 1, 2024 increase all rates by two percent (2%)
Effective July 1, 2025 increase all rates by two percent (2%)

Employees shall be paid the rate in Column A for two (2) years (4160 hours).

Employees hired before the signing of this Agreement shall be paid hourly rates in Column B below.

CLASSIFICATION AND HOURLY RATES

| POSITION | July 1, 2022 | | July 1, 2023 | | July 1, 2024 | | July 1, 2025 | |
|---|--------------|--------|--------------|--------|--------------|--------|--------------|--------|
| | Col. A | Col. B | Col. A | Col. B | Col. A | Col. B | Col. A | Col. B |
| Heavy Equipment Operator | 23.83 | 25.16 | 24.31 | 25.66 | 24.79 | 26.18 | 25.29 | 26.70 |
| Truck Driver | 21.23 | 22.42 | 21.65 | 22.87 | 22.08 | 23.33 | 22.53 | 23.79 |
| Labourer | 20.97 | 22.16 | 21.39 | 22.61 | 21.82 | 23.06 | 22.25 | 23.52 |
| Assistant Town Clerk | 22.05 | 23.33 | 22.49 | 23.79 | 22.94 | 24.27 | 23.40 | 24.76 |
| Financial Administrative Officer | 22.49 | 23.80 | 22.94 | 24.27 | 23.40 | 24.76 | 23.87 | 25.25 |
| Lead Hand/ Maintenance/ Mechanic/ Operator | | 26.74 | | 27.28 | | 27.82 | | 28.38 |

While the permanent Lead Hand Heavy Equipment Operator is on vacation, the Heavy Equipment Operator position will be temporarily assigned lead hand.

LETTER OF UNDERSTANDING

March 7, 2001
Renew December 5, 2018
Renew July 18, 2022

Earl Hann
Employee Relations Officer
Newfoundland and Labrador Association
of Public and Private Employees
P.O. Box 8100
St. John's NF A1B 3M9

Dear Mr. Hann:

RE: Article 8, Clause 8:07, Steps 1 and 2

This is to confirm our understanding and agreement during negotiations that the wording as agreed upon is subject to the understanding that the Employer may, should it add a level of supervision below that of Town Manager, insert a step in the Grievance Procedure below that of the current Step 1 and that Step shall then become Step 1. The current Step 1 shall become Step 2 with the current Step 2 becoming Step 3.

Yours truly,

Amanda Edwards

LETTER OF UNDERSTANDING

March 7, 2001
Renew December 5, 2018
Renew July 18, 2022

Earl Hann
Employee Relations Officer
Newfoundland and Labrador Association
of Public and Private Employees
P.O. Box 8100
St. John's NF A1B 3M9

Dear Mr. Hann:

RE: Article 8, Clause 8:07, Steps 1 and 2

This is to confirm our understanding and agreement during negotiations that the wording as agreed upon is subject to the understanding that the Employer may, should it add a level of supervision below that of Town Manager, insert a step in the Grievance Procedure below that of the current Step 1 and that Step shall then become Step 1. The current Step 1 shall become Step 2 with the current Step 2 becoming Step 3.

Yours truly,


Amanda Edwards

LETTER OF UNDERSTANDING

March 7, 2001
Renew December 5, 2018
Renew July 18, 2022

Earl Hann
Employee Relations Officer
Newfoundland and Labrador Association
of Public and Private Employees
P.O. Box 8100
St. John's NF AIB 3M9

Dear Mr. Hann:

RE: Article 16, Clause 16:01

This letter is to confirm as per our discussions of today's date, that the parties understand and agree that the intent of the above-noted section of the Collective Agreement is not to guarantee the hours of work, but rather to define the regular hours of work.

As per our discussions, the Employer confirms that there is no intent to limit the hours of work beyond that which has been done historically and undertakes to confirm the maintenance of the status quo on this matter.

Yours truly,


Amanda Edwards

MEMORANDUM OF UNDERSTANDING

March 7, 2001
Renew December 5, 2018
Renew July 18, 2022

Earl Hann
Employee Relations Officer
Newfoundland and Labrador Association
of Public and Private Employees
P.O. Box 8100
St. John's NF A1B 3M9

Dear Mr. Hann:

RE: Article 21, Clause 21:05 - Bereavement Leave

Notwithstanding the wording of the above-noted Clause, the Employer agrees that for the life of this Agreement the terms "children" and "parents" shall not be deemed to exclude step-children or step-parents in the administration of this Clause where such an interpretation is required by the circumstances. It is also understood that this understanding shall not be administered or interpreted in such a manner as to cause a duplication or pyramiding of the benefits.

Yours truly,


Amanda Edwards
Amanda Edwards

MEMORANDUM OF UNDERSTANDING

November 27, 2006
Renew December 5, 2018
Renew July 18, 2022

Earl Hann
Employee Relations Officer
Newfoundland and Labrador Association
of Public and Private Employees
P.O. Box 8100
St. John's NL A1B 3M9

Dear Mr. Hann:

RE: Article 19 - Annual Leave

Notwithstanding the wording of the above-noted Article, the Employer agrees that it will continue the current practice of calculating service for the purpose of annual leave one year for each year from the date of hire.

Yours truly,


Amanda Edwards

LETTER OF UNDERSTANDING

There will be a Committee struck comprised of equal representation of the Employer and employees within ninety (90) days of the signing of this Agreement to draw up job descriptions for all classifications of employees for which the Union is bargaining agent.

Earl Tann

Signed on behalf of the
Newfoundland and Labrador
Association of Public and Private
Employees

Amanda Edwards


Signed on behalf of the Town of
St. Lawrence

July 18/22


Date

LETTER OF UNDERSTANDING
TOWN CLERK / MANAGER ASSIGNMENT

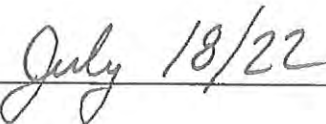
Both parties agree that the employer will assign the most senior qualified employee to replace the Town Clerk / Manager with a subsidized wage of up to six (6) dollars per hour for a period of three (3) days absence or greater as long as the wage is not greater than the Town Clerk / Manager.



Signed on behalf of the
Newfoundland and Labrador
Association of Public and Private
Employees



Signed on behalf of the Town of
St. Lawrence



Date

LETTER OF UNDERSTANDING

The parties agree that in the event there is an increase to the Fire Department's rate during the life of this Agreement, the new rate shall apply.

E. Hann

Signed on behalf of the
Newfoundland and Labrador
Association of Public and Private
Employees

Amanda Edwards

Signed on behalf of the Town of
St. Lawrence

Date

July 18/22


MEMORANDUM OF UNDERSTANDING

GROUP INSURANCE

Both parties agree that the employer will gather information with respect to Group Insurance and present a proposal for discussion and mutual consent.

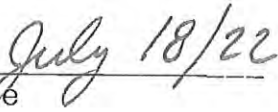


Signed on behalf of the
Newfoundland and Labrador
Association of Public and Private
Employees



Signed on behalf of the Town of
St. Lawrence

Date



MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

JOB DESCRIPTION - CLASSIFICATION

Both parties agree that the employer will change the title of the Assistant to Town Manager to Financial Administrative Officer. As well, there will be a review of the job description for discussion between employee and manager for mutual agreement.



Signed on behalf of the
Newfoundland and Labrador
Association of Public and Private
Employees



Signed on behalf of the Town of
St. Lawrence

Date

July 18/22

MEMORANDUM OF UNDERSTANDING

PANDEMIC / HEALTH EMERGENCY ILLNESS

During a pandemic or public health emergency, employees who are asymptomatic but recommended or directed to self-isolate or quarantine will be placed on special leave with pay for all missed work hours to a maximum of forty (40) hours. Permanent part time employees will be paid for all scheduled shifts to a maximum of forty (40) hours.

If employees are not exhibiting symptoms and can work from home, the Employer may require employees to do so during the period of self-isolation. Otherwise, employees will remain on special leave with pay.

Should the individual exhibit acute illness or symptoms relating to the pandemic or health emergency, special leave with pay will revert to sick leave, annual leave, or time off in lieu where sick leave has been exhausted, or Workers Compensation Benefits if applicable.

Employees will not be required to provide medical documentation for one period of fourteen (14) days.

The Employer may require an employee to provide medical clearance before returning to work following their absence due to acute illness.

The Employer may require an employee to provide medical documentation after this first period.



Signed on behalf of the
Newfoundland and Labrador
Association of Public and Private
Employees



Signed on behalf of the Town of
St. Lawrence

Date

July 18/22

MEMORANDUM OF UNDERSTANDING

FAMILY VIOLENCE

Both parties agree to future discussions depending on changes in legislation.

Earl Tann

Signed on behalf of the
Newfoundland and Labrador
Association of Public and Private
Employees

Amanda Edwards

Signed on behalf of the Town of
St. Lawrence

Date

July 18/22

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED
THIS AGREEMENT THIS 18 DAY OF July, IN THE YEAR 2022 A.D.

Signed on behalf of the St. Lawrence Town Council:

x [Signature]
Amanda Edwards
x [Signature]
x [Signature]

x Eileen Norman
WITNESS

Signed on behalf of the Newfoundland and Labrador Association of Public
and Private Employees:

[Signature]
[Signature]
x [Signature]
x [Signature]

[Signature]
WITNESS