



COLLECTIVE AGREEMENT

between

THE TOWN OF STEPHENVILLE

and

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF
PUBLIC AND PRIVATE EMPLOYEES

Expiry: December 31, 2026

THIS AGREEMENT made this 8th day of August, Anno Domini,
Two Thousand and Twenty-Two;

BETWEEN:

THE TOWN OF STEPHENVILLE

of the one part;

AND

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

Of the other part;

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

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ARTICLE 1 PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Town, the employees and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement and to delineate the rights of the parties signatory hereto.

ARTICLE 2 RECOGNITION

2.01 The Town recognizes Local 1803 and the Newfoundland Association of Public and Private Employees as the sole and exclusive bargaining agent for all employees of the Town as set out in the Certification Orders of the Labour Relations Board.

2.02 No Town employee shall be required or permitted to make any written or verbal agreement with the Town or its representatives which may conflict with the terms of this Collective Agreement.

2:03 Management and excluded personnel shall not perform any duties normally assigned to employees within the bargaining unit.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 All functions, rights, powers and authority, which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Town.

ARTICLE 4 INTERPRETATION

4.01 In this agreement, the following words and expressions shall have the meanings hereinafter assigned to them:

- (a) "Classification" means the identification of a position by reference to a class title and pay range.
- (b) "Day" shall mean a working day unless otherwise stipulated in this agreement.

- (c) "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
 - ii) a calendar day on which the employee is on leave of absence.

- (d) "Employees" shall mean all employees of the Stephenville Town Council included in the bargaining unit as per Clause 2:01 recognizing Certification Orders dated February 21, 1973, February 18, 1976, April 6, 1982, and all employees in Schedule "A".

Employees covered by this Agreement will be placed in one of the following groups:

- * Group A: Office and Clerical Comprised of the following classifications:
 - Property & Collections Officer
 - Accounting Clerk I
 - Accounting Clerk II
 - Accounting & Asset Officer
 - GIS Technician
 - Recreation and Wellness Coordinator

- * Group B: Public Works Comprised of the following classifications:
 - Water Plant Operator I
 - Water Plant Operator II
 - Mechanic I
 - Mechanic II
 - Storekeeper
 - Operator/Collector
 - Service Operator

- * Group C: Municipal Enforcement
 - Municipal Enforcement Officer

- (e) "Town representative", unless otherwise specifically defined, shall mean the Town Manager or such other person or persons appointed by the Town.

- (f) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday.
- (g) "Lay off" means an end of employment due to lack of work or the abolition of a post. The employee shall retain all rights in accordance with Article 20.
- (h) "Leave of Absence" means absence from duty with the permission of the employer.
- (i) "Notice" means in writing and which is hand delivered or delivered by Registered Mail.
- (j) "Overtime" means work performed by an employee in excess of their scheduled workday or work week.
- (k) "Permanent or regular employee" shall mean any employee within the bargaining unit who has completed the probationary period.
- (l) "Probationary Employee" shall mean any employee who is presently serving the established probationary period outlined in this Agreement.
- (m) "Probationary Period" means a period of one hundred and twenty (120) working days commencing from the date of employment.
- (n) "Promotion" shall mean an action which causes the movement of an employee from their existing classification to a classification giving a higher rate of pay.
- (o) "Schedule" means notification in writing and posted in a place accessible to all employees.
- (p) "Seasonal Employee" means an employee paid on an hourly basis whose services are of a seasonal but recurring nature.
- (q) "Seniority" means bargaining unit wide seniority based on the length of an employee's service from the date of hiring subject to the probationary period established under Clause 4:01 (m).

- (r) "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 Town and includes periods of special leave without pay not exceeding twenty (20) working days in the Agreement in any year unless otherwise specified in this Agreement.
- (s) "Shift" shall consist of consecutive hours.
- (t) "Temporary Employee" means a person who is employed for a specific period or for the purpose of performing specified work (which may be for all or part of the summer or winter work periods) and who may be laid off at the end of such period or on the completion of the work whether or not at the end of the specified period.
- (u) "Union" means the Newfoundland & Labrador Association of Public & Private Employees.
- (v) "Vacancy" shall mean a position which exists and in respect of which there is no employee eligible for recall on the basis of bargaining unit wide seniority.
- (w) "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.
- (x) "Year" means the period extending from the 1st day of January in any year to the 31st day of December in the same year.

ARTICLE 5 **UNION SECURITY**

5.01 All present employees of the Town within the bargaining unit, as a condition of employment, shall become and remain members in good standing in the Union. All future employees of the Town within the bargaining unit shall, as a condition of employment, become members in good standing in the Union on completion of the probationary period. New Employees shall be required to pay equivalent of the Union dues and assessments paid by all other employees in the bargaining unit, through check-off.

5.02 The Town agrees to deduct from the earned wages of all employees who come within the scope of the bargaining unit the monthly dues of the Union and to remit to the Union the full amount of such deductions on or before the tenth (10th) day

of each month following the month for which the deduction was made. A list of employees shall be submitted to the Union with each due's deduction showing names of all employees within the bargaining unit, the amount of deductions and, if no deduction, the reason therefore. The Union will inform the Employer, in writing, the amount of the Union dues.

- 5.03 The Union shall be empowered at any time to have the assistance of a representative from the Provincial Body of the Union when dealing or negotiating with the Town or representatives of the Town. Such Union representatives shall have access to the Town's premises in order to investigate any grievance or to conduct negotiations.

ARTICLE 6 UNION REPRESENTATION AND SHOP STEWARDS

- 6.01 The Town acknowledges the right of the Union to elect Shop Stewards.

- 6.02 (a) The Town recognizes one (1) Shop Steward and one (1) alternate for each of the following groups:

Office
Public Works

- (b) No more than four (4) members of the bargaining unit shall take part in the collective bargaining process during normal working hours.

- 6.03 The Union shall advise the Town, in writing, of the names of the Shop Stewards and alternates and any subsequent changes in the names thereof.

- 6.04 (a) The Town shall not be required to act on any item affecting the terms of this Agreement unless it is presented in writing by the person(s) named in Clause 6.03. The Union representatives shall be able to apply the terms of this Agreement at any time.

- (b) Notwithstanding Clause 6.04 (a), at no time shall an Union representative meet with the Town unless a member of Local 1803 is in attendance.

- 6.05 The Shop Steward and the Executive Officers of Local 1803 shall not be discriminated against because of their membership

in the Union or by reason of their fulfilling their duties as a Shop Steward or member of the Executive of Local 1803 or any position of the Provincial Body of the Newfoundland Union of Public Employees.

- 6.06 The Shop Steward shall be permitted the necessary time off for the investigation and settlement of a grievance. It is agreed that the Shop Stewards will not absent themselves from their department for the purpose of handling a grievance without first obtaining permission from the immediate Supervisor and permission will not be unreasonably requested or withheld.
- 6.07 The Town shall provide a bulletin board in each Department which shall be in a conspicuous place easily accessible to and frequented by a majority of the employees of that Department. Such bulletin boards shall be used by both the Town and its employees to promote positive communications from both parties. Notices placed on the bulletin boards shall be done on the part of the Union by the Local Officers and Shop Stewards of Local 1803 and by any of the Town's agents. Notices shall only be removed under the same authority.
- 6.08 No deduction shall be made from the pay of any Officer or Steward by reason of their being present at meetings with representatives of the Town held during regular working hours.
- 6.09 No union business, apart from the Shop Steward's rights to investigate a grievance shall be conducted on Town property during normal working hours.

ARTICLE 7 HOURS OF WORK

- 7.01 (a) The normal hours of work for the office staff shall be from 8:30a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m., Monday to Friday, inclusive (thirty-five (35) hours). The office may close for lunch break. A schedule to be arranged by mutual agreement between staff and management for the period of time from 12:00 noon to 1:00 p.m. to be worked by at least one (1) member of the Union, that person taking an equal time off for lunch at another mutually agreeable time at no cost to the Town or the Union member.
- (b) There shall be at least eight (8) hours rest between regular shifts.

(c) (i) Regular hours of work for Employees in Public Works shall be eight (8) hours per day, forty (40) hours per week. The regular working day shall be from 8:00 a.m. to 4:30 p.m., including one-half (½) hour for lunch, and the work week shall be from Monday to Friday inclusive, except for shift workers. This includes the Garbage Truck Operators.

* (ii) Notwithstanding Clause 7.01 (c)(i), the Town may assign Service Operators of the Public Works Department to a shift schedule as required. Such schedule will be for periods as defined in Clause 8.01 (b)(8). The minimum an employee can be scheduled to a shift is one (1) week. An employee will not suffer any loss in pay or time off for any quick changeover. When an employee is not given twenty-four (24) hours' notice for a change in schedule, they shall receive time and one-half for all hours of work remaining in the pay period.

(d) (i) Water Plant Operator will be scheduled to work eight (8) hours per day, five (5) days per week.

In the event the Town requires a seven (7) day operation for any or all the Group B employees, the Town shall have the right to schedule any or all the Group B employees subject to the premiums described in Clause 8.01 (b)(8). The Town shall, prior to implementation, advise the Union of these scheduled changes.

(ii) Notwithstanding Clause 7.01 (d)(i) the Water Plant Operator and Assistant Water Plant Operator may, from time to time, change shifts. The request will be in writing specifying given dates and signed by both Operators and the Supervisor.

7.02 Each employee shall be entitled to a fifteen (15) minute break during the first and second half of their normal working period. Such break to be taken at the work location at approximately mid-point of the first half of the work period and mid-point of the second half of the work period. The exact time of such breaks shall be at the Town's discretion.

7.03 Any employee who reports for work on scheduled shift for whom no work was provided shall be paid four (4) hours at the straight time rate.

7.04 * Notwithstanding anything contained in Article 7, or anything else in the Collective Agreement, the Parties may agree to an alternative schedule, particularly in relation to a 4-day work week. The Parties will set up a joint committee to explore alternative schedules.

ARTICLE 8

OVERTIME

8.01

(a) Office Staff

Overtime is optional and voluntary, except in an emergency or as provided herein. Overtime will be allocated based on seniority, with the senior person having the first choice, providing they are qualified to perform the work required. Where the senior employees refuse, the junior employee with the necessary qualifications to do the required work, may be required to perform the work. Overtime rates shall apply for work as follows:

- (1) time and one-half (1 ½) for the first four (4) hours and double (2) time thereafter in any one (1) working day;
- (2) for work on Saturdays, time and one half (1 ½) for all hours worked;
- (3) for work on Sundays, double time (2) for all hours worked;
- (4) for work on holidays listed in Article 9, time and one-half (1 ½) for all hours worked in addition to regular holiday pay;
- (5) regular working hours shall not be suspended to result in absorption of overtime.

Overtime is optional and voluntary, except in an emergency. Overtime will be allocated based on seniority with the senior person having the first choice, provided they are qualified to perform the work available.

Employees ordered out to work between the hours of midnight and the following 8:00 a.m. shall be paid a minimum of (4) hours at regular rates. However, if the callout consists of more than two (2) hours, double time shall apply to all work after such period until the following 8:00 a.m. when the appropriate rate for such time shall apply. Employees ordered out to work at other times shall be paid the minimum of three (3) hours work at the prevailing rate. These provisions shall apply whether or not work is available, providing the employee reports to duty, but do not apply to regular night shift Operators.

Every fraction of an hour which exceeds one-quarter (¼) hour shall be regarded as one-half (½) hour shall be regarded as one (1)

hour, and vice-versa.

(b) Hours of Work and Overtime – Public Works Dept.

- (1) All hours worked in excess of those stipulated in Clause 7.01(c) shall be classed as overtime rate.
- (2) The straight overtime rate shall be time and one-half (1 ½) of the basic rate.
- (3) Time and one-half (1 ½) of the basic rate shall be paid for all hours worked on the first scheduled day off in a pay period.
- (4) Double time (2) of the basic rate shall be paid for all hours worked on the second scheduled day off in the same period.
- (5) For work on holidays listed in Article 9, time and one-half (1 ½) for all hours worked in addition to regular holiday pay.
- (6) A minimum of three (3) hours pay, at the applicable overtime rate, shall be paid to all employees who are required to work on Saturdays and Sundays and statutory holidays.
- (7) After an employee has left their place of work and is subsequently recalled to perform work outside their normal working hours, the employee shall receive a minimum of four (4) hours' pay at time and one-half (1 ½) their regular rate.
- (8) A shift premium of seventy-five cents (75¢) shall be paid for all hours worked on the scheduled evening shift and ninety cents (90¢) per hour shall be paid for all hours worked on the scheduled night shift. Note –

Day Shift – 8:00 a.m. to 4:00 p.m. – Regular straight time.

Evening Shift – 4:00 p.m. to 12:00 midnight – Regular rate + 75¢ per hour.

Night Shift – 12:00 midnight to 8:00 a.m. – Regular rate + 90¢ per hour.

- (9) Overtime is optional and voluntary except in an emergency or as provided for herein. Overtime will be allocated on a shared basis within the classification, provided the employee is qualified to perform the work available. Where the senior employees refuse, the junior employee with the necessary qualifications to do the required work, may be required to perform the work.
- (10) All Equipment Operators/Service Operators employed by the Town of Stephenville shall be given the opportunity to work shifts during the winter period.
- (11) Employees required to work overtime without notice two (2) hours before the beginning of a regular shift (8:00 a.m. or earlier), shall be provided with a meal. When required to work overtime after a regular shift entitlement to meals arises two (2) hours after starting work and every four (4) hours thereafter of such overtime.

8.02 All overtime shall be authorized and scheduled by the Town Manager or their designate.

8.03 When an employee request time off in lieu of pay for overtime worked, such time off will be granted at the applicable overtime rate for all hours worked. It shall be the employee's choice whether to receive time off or pay for any overtime worked.

In accordance with the applicable legislation all paid time off must be scheduled and taken or paid for within 12 months of the work period in which the overtime was earned. Provided, however, that only those employees who have a comp time bank as of April 1, 2008, shall be grandfathered for the number of hours reported on or at that date, but thereafter all comp time hours earned subsequent to April 1, 2008, shall be used up in accordance with the following agreed process:

Comp time will be accumulated quarterly and reported to the employees.

All new comp time (not grandfathered comp time) reported in one quarter must be either paid for or time off with pay taken to use up the reported new comp time earned within the next nine (9) months following the date it is reported.

Employees who have grandfathered comp time are encouraged to use take payment of the grandfathered comp time.

8.04

In order to facilitate the overtime sharing, the following shall apply:

- (i) Records of overtime shall be posted on a monthly basis with overtime from the preceding period, as well as accumulated overtime shown for each employee in each classification.
- (ii) Employees shall be considered to have had an opportunity to work overtime for all hours declined, unable to be contact (supported by written confirmation by the Town that an attempt was made) or for periods when they are on any type of leave with or without pay with the exception of training seminars or contract negotiations. The daily average will be charged against the employee in that classification.
- (iii) Fair and equitable would be acceptable with a ten (10%) percent difference in the highest and lowest in a twelve (12) month period.

ARTICLE 9

STATUTORY HOLIDAYS

9.01

*

The following holidays shall be observed as paid holidays for all employees following completion of the probationary period:

- (a) New Year's Day
- (b) St. Patrick's Day
- (c) Good Friday
- (d) St. George's Day
- (e) Commonwealth Day
- (f) Discovery Day
- (g) Memorial Day
- (h) Orangemen's Day
- (i) Stephenville Day
- (j) Acadia Day
- (k) Labour Day
- (l) Truth and Reconciliation Day
- (m) Thanksgiving Day
- (n) Armistice Day
- (o) Christmas Day
- (p) Boxing Day
- (q) Wellness Day (floater)

9.02

A half holiday from 12:00 noon to 5:00 p.m. on Christmas Eve and New Year's Eve will be granted, except in the case of Public Works who will

be granted the time off provided all work for the particular day is completed.

9.03 When any of the above-named holidays fall on a Saturday or Sunday, then the next consecutive working day shall be deemed the holiday.

- 9.04
- (a) All employees shall be paid for the above-mentioned holidays provided they work on either the scheduled working day preceding or following such holiday.
 - (b) If an employee is on sick leave the day prior to or the day following a scheduled statutory holiday, they shall be paid for the said holiday.

ARTICLE 10 ANNUAL VACATIONS

10.01 (a) Every employee shall be granted vacation on a pro rata basis for time worked in the preceding calendar year; pro rata basis being one-twelfth (1/12) of the annual vacation allowed per month worked. In subsequent years the vacation is as follows:

0 – 3 years	13 days at regular rate of pay
4 – 5 years	15 days at regular rate of pay
6 – 10 years	18 days at regular rate of pay
11 – 15 years	21 days at regular rate of pay
16 – 24 years	25 days at regular rate of pay
25 years & over	27 days at regular rate of pay

- (b) If a statutory or declared holiday falls or is observed during an employee's vacation period, they will be granted an additional day's vacation for each holiday in addition to their vacation period.
- (c)
 - (i) Preference in choice of vacation dates shall be determined by seniority of service within the classification in the Town's employ.
 - (ii) Annual leave shall not be taken except with the prior approval, in writing, of the Town's representative.
 - (iii) Failure to give notice shall result in leave without pay and employee's earned vacation remaining unaltered.
 - (iv) Employees who are seeking annual leave who make their request at least seven (7) calendar days prior to the day such annual leave is to commence and such requests made as aforesaid will be processed within one (1) Town

office day (twenty-four (24) hours) following the request.

- (d) Seasonal and temporary employees, upon employment, shall be given an option with respect to annual leave as follows:
 - (i) To carry over any unused annual leave which they may have to their credit at the end of their employment period; or
 - (ii) To receive payment of annual leave on a regular basis throughout their employment period.

This choice provided in accordance with this Article must be made immediately upon employment.

- (e) An employee is expected to take their vacation in the year following the year in which such vacation has been earned and under no circumstances will they be allowed to carry over more than thirty-five (35) days' vacation from year to year. All days which have been accumulated in excess of the maximum thirty-five (35) days at the date of this Agreement will be taken during the term of this Agreement, otherwise such excess will be forfeited.
- (f) An employee may change the status if their annual leave to sick leave if:
 - (i) They have been ill for three (3) consecutive days and has presented a medical certificate to the Town;
 - (ii) They are admitted to the hospital.
- (g) An employee who has had not less than one hundred (120) days of service, they may anticipate annual leave to the end of the period they are authorized employment or to the end of the year concerned, whichever is the shorter period.

ARTICLE 11

SICK LEAVE

11.01

Sick leave, not to exceed a total of eighteen (18) working days in a twelve (12) month period, shall be granted at the regular hourly rate. Before receiving sick leave with full pay, an employee may be required to produce a medical certificate.

- 11.02 To qualify for sick leave pay, an employee must be employed continuously for the probationary period of one hundred and twenty (120) days of work.
- 11.03 When existing employees are required to have medicals, they may consult with the Doctor of their choice.
- 11.04 * Pregnancy, Adoption & Parental Leave
- (a) Employees will be entitled to pregnancy, adoption and/or parental Leave in accordance with the *Labour Standards Act*, as amended from time to time.
 - (b) Employees shall resume their former position and salary upon return from leave. Periods of up to 52 weeks shall count for service, severance, seniority and salary.
 - (c) Employees on leave may continue to pay both portions of the insurance premiums.

ARTICLE 12 RATES OF PAY AND TRANSFERS

- 12.01 The rates of pay for all employees covered by this Agreement are as set forth in in the attached Schedule "A", which Schedule shall form part of this Agreement.
- 12.02
- (a) An employee who is required to temporarily perform work in a Classification paying a higher rate of pay shall receive the higher rate for all hours worked in the higher classification.
 - (b) An employee who is required to temporarily work in a classification paying a lower rate of pay shall maintain their regular rate of pay.
- 12.03 No employee shall be transferred outside the bargaining unit without their consent. An employee may only be outside the bargaining unit for a six-month period without forfeiting their seniority.
- 12.04 Employees who are qualified may be interchanged from one (1) department to any other, at any time, and from time to time, when circumstances warrant, provided that seniority shall not be surrendered or affected by such interchange or transfer and that there shall be no reduction in the rate of pay during the life of the Agreement and further, provided that no permanent or regular employee shall be laid off or discharged by reason such interchange or transfer.

12.05 Rates of Pay and Transfers

Employees who are temporarily assigned to a higher rated position and work on the last workday prior to the holiday listed in Article 9 (a) to (q) and continue on the temporary assigned on the first work day after the holiday, will receive the higher rate of pay for the holiday.

ARTICLE 13 ABSENCE FROM WORK

13.01 Should any employee, through no fault of their own, be absent from work, they shall not be discriminated against on that account provided that they shall have, where possible, given to their Supervisor notice of their absence not later than one half hour prior to commencement of the scheduled shift to enable the Supervisor to make arrangements for replacement during their absence. However, should an employee be absent through no fault of their own without giving the Supervisor notice of their absence as aforesaid, they shall not be penalized in the first instance of such absenteeism other than loss of pay for such period of absenteeism, but upon subsequent instances of such absenteeism, without notification as required above, the employee concerned may become subject to disciplinary action resulting in suspension. The Town shall develop a central call point for office staff so they may comply with this provision.

- 13.02 *
- (a) Leave of absence with pay and without loss of seniority not exceeding eighteen (18) workdays in total for the unit per year shall be granted upon request to the Town to employees elected or appointed to represent the Bargaining Unit at Seminars and arbitration and the Provincial Convention of the Newfoundland Union of Public Employees.
 - (b) The Town may grant, on written request, leave of absence without pay for a period of one (1) year of an employee selected for a full-time position with the Union, without loss of accrued benefits. The period of leave of absence may be renewed upon request. Employees may not accrue any benefits other than seniority during such period of absence.
 - (c) With the approval of the Town, leave without pay shall be awarded to employees who are members of Negotiating Committees while they are attending actual negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit. The Union shall notify the Town of the employees affected prior to the commencement of negotiations and employees shall in all instances give prior notice of absences from work to their immediate Supervisors and such notice shall be given as far in

advance as possible.

- 13.03 An employee shall be granted compassionate leave of absence with pay for three (3) consecutive working days immediately following the death of wife, husband, father, mother, child, brother, sister, father-in-law, mother-in-law, and grandparents of such employee. If the death occurs outside the Province, a fourth (4th) day off shall be granted for the purpose of travelling.
- 13.04 (a) One (1) day compassionate leave with pay shall be granted in the event of the death of an employee's brother-in-law, sister-in-law, uncle, aunt, niece, nephew, grandparents-in-law and first cousin of such employee. This one (1) day shall be for the purpose of attending the funeral.
- (b) For the purpose of attending the funeral of a present or retired employee of the Town of Stephenville, employees will be permitted two (2) hours off subject to staffing requirements.
- 13.05 If any of the foregoing days of absence fall on a regular workday of the employee, then the employee shall not suffer the loss wages or salary for the day or days of absence as the case may be.
- 13.06 The employee may be required to furnish proof of relationship to the Deceased to the Town representative.
- 13.07 The Town shall grant leave of absence without loss of seniority to an employee who serves as juror or witness in any Court. The Town shall pay the difference between their normal earnings and the payment they receive for the jury service or Court witness. The employee will present proof of service and the amount of pay received.
- 13.08 Workers' Compensation Pay Supplement
- (a) While on Workers' Compensation, an employee may receive from the Town a pay cheque in the amount of the benefit awarded by Workers' Compensation provided the employee assigns to the Town, in writing the benefit paid by Workers' Compensation. Should the Town pay the employee during the period in which an employee's claim is being assessed and should the claim be deemed to be non-compensable, the Town shall recover the amount paid by way of deduction from the employee's sick leave bank. Should there be insufficient credit in the employee's sick bank, the Town shall have the right to deduct future sick leave credits as they are earned until such time the outstanding amount has been liquidated.

- (b) It is understood and agreed by the parties to this Collective Agreement that an employee retains and continues to accumulate sick leave credits while off on Workers' Compensation benefits.
- (c) It is understood and agreed by the parties to this Collective Agreement that an employee retains and continues to accumulate annual vacation credits and shall have the right to carry forward one (1) year's vacation entitlement from one year to the next.

13.09 Special leave with pay not exceeding three (3) days may be granted for reasons other those referred to in Clause 13.02 and Clause 13.08. Such request shall not be unreasonably requested or denied.

13.10 * The Town recognizes that sometimes employees experience family Violence. An employee will be granted Family Violence Leave in accordance with the *Labour Standards Act*, as amended from time to time. Specifically, upon meeting the requirements in the Act, an employee shall be granted three (3) days of paid leave and seven (7) days of unpaid leave in a year where the employee has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence.

ARTICLE 14 INSURANCE PROGRAM AND PENSIONS

14.01 The present retirement and group insurance plans for all employees of the Town shall continue and the costs shall be shared based on fifty percent (50%) by the employees and fifty percent (50%) by the Town.

14.02 The Town agrees to pay their share of the pension cost during periods employees are receiving LTD accordance with the Pension Provider Policy.

ARTICLE 15 SENIORITY

15.01 * Except as outlined below, an employee shall not lose seniority rights if the employee is absent from work because of an absence approved by the Town, sickness or accident.

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

- (a) They are discharged for just cause;
- (b) they resign;
- (c) they are absent from work without notifying the appropriate person for five (5) days unless notice was reasonably possible;

- * (d) the employee is laid off for shortage of work and is not recalled (or Fails to return within seven (7) days of being notified of recall by registered mail to the last known address) within fifteen (15) months. Temporary employees shall not have access to this Clause but shall be subject to Clause 20.01(b).
- * (e) is absent from active employment for any reason for thirty-six (36) months. In this circumstance the employment relationship will end. This period may be extended by mutual agreement.

ARTICLE 16 GRIEVANCE PROCEDURE

16.01 If a grievance arises and if the grievance is brought forward by an Employee or by the Union, such grievance will be dealt with and disposed of in the following manner:

- (a) An employee who alleges that they have a grievance shall first present the matter to their immediate Supervisor through their Steward within five (5) working days of the occurrence or discovery of the incident giving rise to the alleged grievance and an earnest effort shall be made to settle the grievance at this level.
- (b) Failing a satisfactory settlement of the grievance by the Supervisor within five (5) working days from the time it is submitted to them, the employee and the Shop Steward concerned shall within a further period of five (5) working days refer the matter to the Grievance Committee of the Union, who are employees of the Town.
- (c) The Grievance Committee shall, within a further period of five (5) working days from the time the grievance is referred to them, take the matter up within the Employer representative.
- (d) Failing satisfactory settlement of the grievance within five (5) working days of the grievance being submitted to the Town representative, the Committee shall, within a further five (5) working days, submit the grievance in writing to the Town, who will at its next privileged meeting, deal with the matter and such meeting shall be held within twenty (20) days of the receipt of the grievance. The reply of the Town to the grievance shall be in writing and be submitted to the Grievance Committee within five (5) working days of its meeting.

16.02 If no settlement is reached in accordance with the foregoing steps, the matter may be referred to arbitration; such reference to arbitration to be made within sixty (60) calendar days from the receipt, in writing, of the Town's decision.

16.03 It is understood and agreed that the Union shall have the right to originate a grievance on behalf of any employee or group of employees within the bargaining unit or on behalf of the Union as a whole. A grievance on behalf of the Union as whole may be referred to the Town representative in the first instance, but all other grievances shall follow the regular grievance procedure.

16.04 The Union or the Town may have the right to initiate a policy grievance.

ARTICLE 17 ARBITRATION

17.01 Subject to Article 16 and for the purpose of final settlement of any difference, dispute or grievance between the Town and the Union or its members employed by the Town as to the meaning, application or violation of any of the provisions of this Agreement, the following provisions and procedures shall be followed by the parties to this Agreement.

17.02 * Should any grievance not be satisfactorily resolved, either party may, by providing notice in writing to the other, refer the matter to a single arbitrator for arbitration. The referral to arbitration shall indicate the names of three suggested arbitrators. Within five (5) working days thereafter, the other party shall answer indicating which of the three names the party chooses. If the party receiving the notice fails to agree on an arbitrator within five (5) working days, the appointment shall be made by the Minister of Labour upon request of either party.

17.03 After either of the parties notifies the other of its intention to submit the difference, dispute or grievance to arbitration, it must be heard within six (6) months. The Arbitrator shall hear the referred matter and shall provide a decision thereon, in writing, within thirty (30) calendar days of their appointment or within such extended period as the parties may jointly agree.

17.04 The decision of the Arbitrator shall, to the extent that it has been established by arbitral jurisprudence, be final and binding upon the parties and upon any employee affected by it, however, the Arbitrator may not make any decision which has the effect of modifying, altering or amending any provisions of this Agreement. The Arbitrator shall, however, have the power to set aside a decision of the Town or to modify disciplinary measure imposed by the Town.

17.05 The parties of the Agreement shall share equally the fees and expense of the Arbitrator.

ARTICLE 18 EMPLOYEE'S RECORD

- 18.01 An employee's record shall at all reasonable times be available for their inspection and with the employee's permission available to the Union.
- 18.02 Any offense that is to become a part of any employee's record shall be in writing with a copy to the employee concerned and to the Union.
- 18.03 An offense which has become a part of any employee's record will be removed from their active record when fifteen (15) months of active service has elapsed, provided no recurrence of the same offense has occurred in that period of time.
- 18.04 An employee shall be notified in writing of an expression of dissatisfaction concerning their work.
- 18.05 If an employee is not notified in writing of any expression of dissatisfaction concerning their work within five (5) working days of the event of such complaint, such expression shall not become part of their record for use against them at any time.

ARTICLE 19 SUSPENSION AND DISCHARGE

- 19.01 Whenever the Town or the Town representative deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of any action complained of or omission referred to or that dismissal may follow if such employee fails to bring their work up to the required standard by a given date, the Town or the Town representative shall within five (5) days thereafter, give written particulars of such censure to the employee concerned and to the Union. Should the employee or the Union feel that the censure or warning is unwarranted, the matter may be taken up as a grievance and if it is decided that the warning was not deserved, it shall be withdrawn and not go on their record.
- 19.02 (a) An employee may be suspended or discharged but only for just cause and only upon the authority of the Town's representative.
- (b) When an employee is suspended or discharged, they shall be given the reason for such suspension or discharge by the Town's representative in the presence of the Union representative.
- 19.03 When an employee is dismissed, such employee and the Union shall notified promptly in writing by the Town's representative of the reason for such dismissal.

- 19.04 An employee considered by the union to be wrongfully discharged shall be entitled to a hearing under the grievance procedure.
- 19.05 Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately re-instated to 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 the Board of Arbitration, if the matter is referred to a Board.
- 19.06 Termination of a probationary employee for reasons of unsuitability or inability to perform all the tasks of the classification to an acceptable standard as assessed by the Town is not subject to the Grievance and Arbitration Procedure.

ARTICLE 20 LAYOFFS AND RECALLS

- 20.01 (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, providing they are qualified to do the work required. Seniority for the purpose of this Clause shall be on a bargaining unit wide basis.
- (b) Temporary employees who refuse a telephone recall or are unavailable to take a telephone recall other than for a just cause reason acceptable to the Town, or other reasons agreed between the local parties, shall result in forfeiture of seniority. In the event of no contact at the last telephone number provided to the Town, it shall move to the next temporary employee without penalty or claim of lost pay. Temporary employees may apply, in writing, for acceptable periods of unavailability outside the winter and summer work periods and if approved, will not be subject to contact in such periods.
- 20.02 Subject to the exceptions set out in the Labour Standards Act notice of layoff and resignation shall be the same for both management and the employees in accordance with the following schedule:
- Temporary employees with seniority who do not have period of employment set out at point of hire or any extension of it will receive notice of layoff of seven (7) calendar days.

Permanent employees will receive fourteen (14) calendar days of notice of layoff. If notice is not given the employee will receive no loss of regular pay for the regular working days for the period no notice was given.

The Town will be provided the equivalent notice of resignation, retirement or quit by the respective employee.

The Union represents that this benefit is a better benefit than that provided under provincial legislation and is the preferred approach over the previous reference to legislation.

ARTICLE 21 CORRESPONDENCE

21.01 All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Town Manager and/or any other person designated by the Town and the Shop Steward of the Union and/or any full time representative of the Union.

ARTICLE 22 TRANSPORATION

22.01 When an employee is required to use their own vehicle on Town business, they shall be reimbursed at the Provincial Government Travel rates and meal rates.

ARTICLE 23 PAY PERIOD

23.01 All employees shall be paid on a weekly basis and Thursday of each week will be designated pay day. Pay stubs will be available not later than 4:00 p.m. on the designated pay day.

23.02 * Pay stubs shall be available electronically, or, in a sealed envelope upon employee request.

23.03 Direct deposit is mandatory for all employees of the Town of Stephenville.

ARTICLE 24 LABOUR MANAGEMENT COMMITTEE

24.01 There shall be a Labour Management Committee established for the purpose of meeting and conferring on matters that are not properly the subject matter of a grievance or negotiation.

A Committee comprising of two (2) selected by the Union and two (2) selected by the Council and meetings shall be scheduled each month unless otherwise decided by the Committee. Minutes shall be posted in

accessible places in the workplace.

- 24.02 There shall be an Occupational Health and Safety Committee established comprised of two (2) selected by the Union and two (2) selected by the Council and meetings to be held at least four (4) times per year as per the Occupational Health and Safety Act.

ARTICLE 25 CLOTHING ALLOWANCE

- 25.01 The Employer shall furnish on loan and shall replace without charge the following clothing when required to carry out the work of the Public Works or the Recreation Department:

- (a) Lined rubber gloves
- (b) Rubber boots
- (c) Complete rubber/oil suit (one per person)
- (d) Face mask
- (e) Lined leather work gloves
- (f) Winter liner for hard hat
- (g) Knee high rubbers – Collector/Operator

Employees will use such clothing only at their place of employment.

The Town agrees to provide all permanent employees with lockers for all Town supplied clothing.

- 25.02 Replacement of each or any item of clothing mentioned in Clause 25.01 above shall be at the discretion of the Town Manager and shall be conditional on surrender of the unserviceable article and an adequate reason for replacement. Wearing apparel shall not be transferrable unless adequately cleaned.

- 25.03 Should an employee lose an article of clothing through no neglect of their own part, then the Town shall not seek reimbursement from the employee.

- 25.04 * The Town will pay to each employee of Group B by June 30th of each year the sum of seven hundred dollars (\$700.00) (plus one hundred and fifty (\$150.00 for Mechanics)) for the exclusive purpose of purchasing the following items which meet the published specifications of the Town for the items listed:

- Coveralls
- Insulated coveralls

ARTICLE 26 PERSONAL LOSS

- 26.01 (a) Subject to Clauses 26.02 and 26.03, where an employee in the performance of their duty, suffers any personal loss and where such loss was not due to the employee's negligence, the Town may compensate the employee for any loss suffered, subject to a maximum of four hundred dollars (\$400.00)
- (b) Where employees are required to bring personal tools to the job, the maximum allowable claim in any one year shall be three thousand dollars (\$3000.00)
- 26.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within two (2) days of the incident to the Town Manager their designated representative.
- 26.03 This provision shall only apply in respect of personal effects which the employee would reasonably be required to have in their possession during the normal performance of their duty.

ARTICLE 27 WASH-UP TIME

- 27.01 Each employee shall receive ten (10) minutes prior to lunch break and ten (10) minutes before termination of shift for the purpose of washing up.

ARTICLE 28 JOB CLASSIFICATION

- 28.01 Job descriptions shall be provided for all classifications in the bargaining unit.

ARTICLE 29 JOB SECURITY/CONTRACTING OUT

- 29.01 (a) Work contracted out will not be done in such a manner as to cause a layoff of bargaining unit employees.
- Temporary employees on layoff will be recalled in support of equipment contractors for work normally done by the bargaining unit outside operation of the contractor's equipment in the situations where the Town's permanent employees are fully deployed.
- (b) Contracting out will not result in reduction in the number of permanent bargaining unit employees on the Town's payroll.

ARTICLE 32 AMENDMENTS

32.01 The terms of this Agreement may be amended at any meeting of the Parties hereto on such terms as shall be approved and agreed upon by the parties hereto.

ARTICLE 33 SEVERANCE PAY

33.01 An employee who has ten (10) or more years continuous service in the employ of the Town, unless that employee is dismissed for a just cause, is entitled to be paid on resignation or retirement, severance pay at the rate of one (1) week's pay per one (1) year of service up to a maximum of twenty (20) weeks' pay. For the purpose of this Article, service for a seasonal employee shall be the actual period of employment with the Town provided that where a break in employment exceeds twelve (12) consecutive months, service shall commence from the date of re-employment.

ARTICLE 34 TECHNOLOGICAL CHANGE

34.01 Notice

Before the introduction of a technological change or a new method of operation which affects the rights of the employees, conditions of employment, wage rates or workloads, the Town shall notify the Union of the proposed changes.

34.02 Consultation

Any such change shall be made only after the Union and the Town have Discussed the matter. The discussion shall take place within twenty-one (21) days of the Town's notification to the Union.

34.03 Attrition Arrangement

No employee will be laid off because of technological change or a new method of operation unless such employee refuses, without good reason, or is unable to avail of additional training provided to equip the employee with the new or greater skills required by the technological change or new method of operation.

34.04 Income Protection

An employee who is displaced from their job by virtue of technological change or a new method of operation and is retained in another position will suffer no reduction in normal earnings, unless such employee has

refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement.

34.05 Transfer Arrangement

An employee who is displaced from their job by virtue of technological change or a new method of operation will be given the opportunity to fill other vacancies according to seniority, ability and qualifications.

34.06 Training Benefits

In the event that the Town shall introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Town, be given a reasonable period of time, in the opinion of the Town, during which they may perfect or acquire the skills necessitated by the new method of operation. Provided that where the expenses relating to the employee acquiring such skills exceed five hundred dollars (\$500) the Town must first consent to pay the expenses in excess of that amount. There shall be no change in wage or salary rates during the training period of any such employee.

34.07 No New Employees

Subject to Clause 34.03, no additional employee(s) shall be hired by the Town to replace any employee(s) affected by the technological change or the new method of operation until the employee(s) already working and affected by the change have been notified and allowed a reasonable training period in the opinion of the Town to acquire the necessary knowledge, or skill for the trainee(s) to retain their employment, as provided for in Clause 34.06.

34.08 Cross Training

Employees shall cross train where required by the Town for technological change and new methods of operation.

ARTICLE 35 ENFORCEMENT AND DURATION

35.01 * The Union and the Town undertake the performance of the terms of this Agreement and hereby agree that all terms of this Agreement shall be fully performed and carried out by the Union and the Town and that the Union and the Town will enforce as far as possible all decisions agreed upon by the Union and the Town, as well as all decisions of an Arbitration Board appointed under this Agreement.

This Agreement shall be deemed to have become effective January 1, 2022 and shall remain in force and effect until December 31, 2026, and from year to year thereafter unless notice of termination, in writing, is given by either party not more than ninety (90) days prior to the termination or less than thirty (30) days prior to termination in any year and negotiations shall commence within twenty (20) days of such written notice.

ARTICLE 36 LEAVE – GENERAL – EDUCATION PURPOSES

36.01 Upon written request, a permanent employee who has completed three (3) years of service shall be granted leave to a maximum of twelve (12) months without pay or seniority and without loss of accumulated seniority and benefits. A response to this request shall be given within two (2) months.

An employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each five (5) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. Employees shall not be subject to any benefit of this Agreement during this period.

Only one (1) employee at a time may avail of this provision.

Employees will be replaced at the discretion of the Town.

ARTICLE 37 EMPLOYEE RIGHTS

37.01 * The Town and the Union expect and promote respectful interactions which show regard for the rights, dignity, health and safety of all. The Union can grieve and discipline levied as a result of a contravention of the Town's Harassment Prevention Plan.

ARTICLE 38 EMPLOYEE BENEFITS

38.01 * The Town agrees that at the end of each three (3) month, employees will be notified in writing, showing the amount of accumulated sick leave, annual leave and lieu time to their credit.

MEMORANDUM OF UNDERSTANDING

RE: Job Security Agreement

The Town of Stephenville agrees that the attached list of permanent employees in the bargaining unit will not be laid off at any time during the term of the present Collective Agreement unless exceptional circumstances arise such as a major economic disruption, loss of Public Works depot, or discharge for just cause.

Gerald (Joe) White
Anthony March
Brian Kinsman



TOWN OF STEPHENVILLE



NEWFOUNDLAND &
LABRADOR ASSOCIATION OF
PUBLIC & PRIVATE
EMPLOYEES

Note:

It is understood and agreed that the above noted Memorandum is being included in the new Collective Agreement **WITHOUT PREJUDICE** to any reliance that the Employer may presently have access to respecting the major economic disruptions that occurred during the previous Collective Agreement or reliance on consequential events arising from those events, such as a withdrawal of provincial government fiscal support which could also be a major economic disruption in its own right.

MEMORANDUM OF UNDERSTANDING

RE: Contracting Out Garbage Collection

The Town of Stephenville and NAPE Local 1803 agree the Town may contract garbage collection at their discretion. The Town of Stephenville agrees to maintain one mechanic position, two water plant operators, eleven service operators and one collector operator position. Should the Town contract out garbage collection the collector/operator position will be removed/vacated and the number of service operators to be maintained will be increased to twelve. Similarly, should the Town cease contracting out garbage collection, the collector/operator position will be reinstated and the number of service operator positions to be maintained will reduce to eleven.



TOWN OF STEPHENVILLE



NEWFOUNDLAND &
LABRADOR ASSOCIATION OF
PUBLIC & PRIVATE
EMPLOYEES

MEMORANDUM OF UNDERSTANDING

Re: Water Treatment and Mechanics

The Town of Stephenville and NAPE Local 1803 agree to get together within sixty (60) days to review these classifications to explore whether a market adjustment for Water Treatment and Mechanics is warranted.


TOWN OF STEPHENVILLE


NEWFOUNDLAND &
LABRADOR ASSOCIATION OF
PUBLIC & PRIVATE
EMPLOYEES

SCHEDULE "A"

For the period January 1, 2022, to December 31, 2026, the following rates of pay will be in effect and will constitute Schedule "A" for the Collective Agreement between the Newfoundland & Labrador Association of Public & Private Employees, Local 1803, and the Town of Stephenville.

CLASSIFICATION	Jan. 1 2022	Jan. 1. 2023	Jan. 1. 2024	Jan. 1. 2025	Jan. 1. 2026
GROUP A					
Accounting & Asset Officer	\$ 39.04	\$ 39.82	\$ 40.62	\$ 41.43	\$ 42.67
Collection & Property Officer	\$ 37.18	\$ 37.92	\$ 38.68	\$ 39.46	\$ 40.64
Accounting Clerk I	\$ 30.33	\$ 30.94	\$ 31.56	\$ 32.19	\$ 33.15
Accounting Clerk II	\$ 32.81	\$ 33.47	\$ 34.14	\$ 34.82	\$ 35.86
GIS Technician	\$ 33.39	\$ 34.06	\$ 34.74	\$ 35.43	\$ 36.50
Recreation and Wellness Coordinator	\$ 31.65	\$ 32.28	\$ 32.93	\$ 33.59	\$ 34.59
GROUP B					
Water Plant Operator	\$ 31.17	\$ 31.79	\$ 32.43	\$ 33.08	\$ 34.07
Mechanic I	\$ 30.80	\$ 31.42	\$ 32.04	\$ 32.69	\$ 33.67
Mechanic II	\$ 31.06	\$ 31.68	\$ 32.31	\$ 32.96	\$ 33.95
Storekeeper	\$ 29.92	\$ 30.52	\$ 31.13	\$ 31.75	\$ 32.70
Operator/Collector	\$ 31.03	\$ 31.65	\$ 32.28	\$ 32.93	\$ 33.92
Service Operator	\$ 30.02	\$ 30.62	\$ 31.23	\$ 31.86	\$ 32.81
GROUP C					
Municipal Enforcement Officer	\$ 33.59	\$ 34.26	\$ 34.95	\$ 35.65	\$ 36.72

NOTE:

A Working Foreperson designated as such by management shall receive one dollar (\$1.00) more than their hourly rate.

SIGNED this 8 day of August, 2022

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

ON BEHALF OF THE TOWN OF STEPHENVILLE:

C. [Signature]

[Signature]
WITNESS

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

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]
WITNESS