

***NAPE***

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PORTUGAL COVE-ST. PHILIP'S  
TOWN COUNCIL**

**AND**

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

**June 1, 2023 – May 31, 2027**

THIS AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_,  
Anno Domini, Two Thousand and Three;

BETWEEN

PORTUGAL COVE-ST. PHILIP'S TOWN COUNCIL

of the one part;

AND

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

of the other part;

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

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**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 and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.

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

**ARTICLE 2 MANAGEMENT RIGHTS**

2:01 The Association recognizes and agrees that all the rights, powers and authority both to operate and manage the Town Council under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedures.

**ARTICLE 3 DEFINITIONS**

3:01 For the purpose of these conditions:

- (a) "Classification" means the identification of a position by reference to a class title and pay range number.
- (b) "Town Council" means the Portugal Cove/St. Philip's Town Council.
- (c) "Days of Rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his/her position other than:
  - (i) a designated holiday;
  - (ii) a calendar day on which the employee is on leave of absence.
- (d) "Day" means a working day unless otherwise noted.
- (e) "Demotion" means an action, other than reclassification, resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification, to a classification carrying a lower pay range number.

- (f) "Employee" or "Employees" where used, is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit. Whenever the masculine is used in this Agreement, it shall refer equally to the feminine.
- (g) For the purpose of these conditions "Employer" means the Town of Portugal Cove-St. Philip's as may be represented by the Chief Administrative Officer or his/her designate.
- (h) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday.
- (i) "Layoff" means the period of time when an employee is absent from work without pay as a result of a lack of work or the abolition of a post.
- (j) "Leave of Absence" means absence from duty with the permission of the Employer.
- (k) "Month of Service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (l) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (m) "Overtime"
  - i. Full-time employees - subject to the provisions of Article 17, all time worked by a full-time employee in excess of the maximum regular hours on a daily or weekly basis for the classification concerned shall be considered overtime.
  - ii. Part-time employees - all time worked by a part-time employee in excess of equivalent full-time hours on a daily or weekly basis, for the classification concerned, in accordance with the provisions of Article 17, shall be considered overtime.
- (n) "Part Time Employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day for less than the full number of working days in each work week.

- (o) "Permanent Employee" means a person who is regularly scheduled to work the full number of working hours in each working day for his/her classification without reference to any specified date of termination of service.
- (p) "Probationary Employee" means an employee who has worked less than the prescribed probationary period.
- (q) "Probationary Period" means a period subject to the provisions of Article 12.
- (r) "Promotion" means an action which causes the movement of an employee from his/her existing classification to a classification giving a higher pay range number.
- (s) "Reclassification" means any change in the current classification of an existing position.
- (t) "Schedule" means in writing and posted in an accessible place to all employees.
- (u) "Seasonal Employee" means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic reassignment in various positions because of the nature of their work.
- (v) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages, excluding overtime, from the Employer and includes periods of special leave without pay, not exceeding (20) twenty working days in the aggregate in any year.
- (w) "Standby" means any period of time during which an employee is required to be available for recall to work.
- (x) "Temporary Assignment" means the assignment of the most senior employee, who has the ability and who is qualified for the position, to a higher paid classification contained within the bargaining unit and outside his/her regular classification on an interim basis.
- (y) "Temporary Employee" means a person who is employed on a full time basis for a specific period or for the purpose of performing specific work and who may be laid off at the end of such period or following the completion of such work. Such employees will be given the date of layoff

in writing and if any extension is necessary, the new layoff date will also be in writing.

- (z) "Vacancy" means an opening which is either permanent, part-time or of a temporary nature for more than one (1) week which the Employer requires to be filled and in respect of which there is no employee eligible for recall.
- (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) "Year" means a calendar year.
- (cc) "Weekend" means the forty-eight (48) consecutive hours from 0001 hours Saturday morning to 2400 hours Sunday night.

#### **ARTICLE 4 RECOGNITION**

- 4:01 (a) Subject to Article 35, the Employer recognizes the Association as the sole and exclusive bargaining agent for all classes of employees listed in Appendix "A" of this agreement. Classifications will be added or deleted to reflect the composition of the bargaining unit.
- (b) When new positions are created, the Employer agrees to consult with the Association as to whether such positions should be included in the bargaining unit. Should the parties be unable to agree, the matter will be referred to the Labour Relations Board for adjudication.

#### 4:02 Work of the Bargaining Unit

Subject to the provisions of clause 5:01 (b), persons who are not employed in a position in the bargaining unit shall not work in positions which are included in the bargaining unit, except for the purpose of instruction, experimenting, emergencies or when regular employees are not available, and provided that the performing of the aforementioned operation in itself does not reduce the hours of work or pay of any employees.

#### 4:03 No Other Agreements

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

4:04

No Discrimination – Employer Shall Not Discriminate

- (a) The Employer and the Association agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation nor by reason of his/her membership or activity in the Association, or for other reasons under the Act.
- (b) Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to their Supervisor and/or the Chief Administrative Officer or designate.

4:05

Shop Stewards

- (a) In the interest of maintaining a harmonious relationship between the Town Council, its employees and the Association, both parties to this maintaining Agreement recognize the value and rights of Shop Stewards and Local President. By investigating complaints of an urgent nature, preparing and presenting grievances on behalf of employees, carrying out assigned safety committee responsibilities and attending management meetings when requested, it is hoped that Shop Stewards will encourage and protect a proper Employer/employee relationship in the work place.
- (b) Employees shall have the right to have a Shop Steward present on all matters relating to employee/Employer relations.

4:06

Bulletin Boards

The Town 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.

4:07

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. With prior notification, Association representatives shall have access to the Employers 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, such permission will not be unreasonably requested or denied.



- (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 (a) 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.
- \* (b) The Union agrees that students under a work term agreement or other temporary student assistance program will not become part of the bargaining unit. The Employer agrees that the use of students under a work term agreement and other temporary student assistance program will not reduce the hours of work, pay or benefits of any employees in the bargaining unit.
- 5:02 In accordance with the provisions of 5.01 and 5.02 such employee will be advised that the Employer will not recognize any withdrawal of membership after being hired.
- 5:03 Upon employment an employee will be provided with information concerning:
  - (a) Duties and responsibilities;
  - (b) Starting salary and classification;
  - (c) Terms and conditions of employment; and where copies of the Collective Agreement have been provided to the Town Council by the Association, the employee will receive a copy.
- 5:04 Where a Shop Steward is available, the employee will be introduced to him/her as soon as possible.
- 5:05 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that an Association agreement is in effect, and with the conditions of employment set out in the Articles dealing with Association Security and Dues Check-off.
- 5:06 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. Where possible, such interviewing will take place on a group basis during the orientation program for new employees.

**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 bi-weekly 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 membership dues paid by an employee to the Association during the current year will be recorded on his/her T4 statement.
- 6:03 The Association shall inform the Employer of the authorized deductions to be made.
- 6:04 The Union will provide the Employer with the names of all persons who have signed Union cards and from whom Union dues should be collected.

**ARTICLE 7 CORRESPONDENCE**

- 7:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer or designate and the President of the Association and a copy to the Local President.

**ARTICLE 8 GRIEVANCE PROCEDURE**

8:01 Definition of a Grievance

A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the terms of this 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 his/her grievance

in accordance with the grievance procedure.

**8:03**      **Shop Stewards**

The Employer acknowledges the right of the Association to appoint or elect two (2) Shop Stewards.

**8:04**      **Names of Stewards**

The Association shall notify the Employer in writing of the name of the Steward before the Employer shall be required to recognize him/her.

**8:05**      **Processing of Grievances**

Subject to 8.06 Shop Stewards or representative of the union shall not suffer loss in pay for the time spent processing grievances or attending meetings with the Employer's representative or while attending arbitration hearings.

**8:06**      **Permission to Leave Work**

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

**8:07**      **Settling of Grievances**

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

Step 1:

The aggrieved employee shall submit his/her grievance to their Department Head, or designate, through his/her Shop Steward, in writing, within five (5) working days or postmarked within five (5) working days of occurrence of the matter giving rise to the grievance. The Supervisor, or designate, shall reply to the grievance within five (5) working days of its receipt or post marked within five (5) Working days of its receipt, whatever is applicable in the circumstances.

Step 2:

If the employee fails to receive a satisfactory answer to his/her grievance within ten (10) days after the filing of the grievance at Step 1, he may within a further five (5) days submit his/her grievance in writing to the Chief Administrative Officer or designate who, for the purpose of investigating the grievance, shall form a

Committee consisting of four (4) persons, comprising an equal number of Employer and Union representatives. The Union shall appoint its two (2) representatives to the Committee. One (1) of the Employer's representatives shall chair the meeting(s).

The Committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within fifteen (15) days of receipt of the grievance by the Chief Administrative Officer or designate. The Committee's report shall consist of the joint decision of the Committee where the Committee members agree to a solution.

If the matter is not mutually resolved by the Committee, then the Employer's representatives will send their position, along with a brief summary of the Committee's deliberations, to the grievor, with a copy being sent to the Union. The Town shall not incur any cost during this Step of the Grievance Procedure.

Step 3:

Failing settlement being reached at Step 2, either party may refer the dispute to arbitration within thirty (30) calendar days of the Chief Administrative Officer's or designates decision in Step 2.

8:08

Time Limits

Time limits fixed by this Article shall be considered mandatory and may only be extended by written mutual agreement of both parties.

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 and shall commence at Step 2.

8:10

Association May Institute Grievance

- (a) 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 2.
- (b) In case of dismissals and suspensions pending dismissal, the grievance may be submitted in the first instances at step 2 of clause 8:07.

8:11 Replies in Writing

All grievances and replies thereto shall be submitted by registered mail, except in the case where a grievance is submitted in person in accordance with Clause 8.07 and a dated receipt is received. The date of acceptance of the registered mail or the dated receipt as applicable will be the operative date for the purpose of this Agreement.

8:12 Facilities for Grievance Meetings

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

8:13 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 32:01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

8:14 Technical Objections to Grievances

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

**ARTICLE 9 ARBITRATION**

9:01 Notification of Arbitration

When either party requests that a grievance be submitted to the arbitration in accordance with 8.07, step 3, the request shall be made by registered or certified mail addressed to the other party of the Agreement. The request shall include the name of the parties nominee to an Arbitration Board to be constituted or three suggested names of a person to act as a sole arbitrator in the dispute.

9:02 Failure to Agree

If the parties fail to agree on an acceptable arbitrator, the Minister of Labour shall appoint an arbitrator upon the request of either party.

9:03 Arbitration

The Board shall determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at

justice, the arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. He/she shall hear and determine the difference or allegation and render a decision within sixty (60) days from the time of appointment.

9:04 Decision of the Arbitrator

The decision of the arbitrator shall be final, binding and enforceable on all parties and may not be changed except by order of the court. The arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the arbitrator shall have the power to dispose of a grievance by any arrangement which he/she deems just and equitable.

9:05 Disagreement on Decision

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision, which he/she shall do within ten (10) days.

9:06 Expenses of the Board

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

9:07 Amending of Time Limits

The mandatory time limits fixed in both Grievance and Arbitration Procedures may only be extended by mutual agreement between the parties. The agreement to extend the time limits will be in writing where possible.

9:08 Witnesses

At any stage of the Grievance or Arbitration Procedure the parties shall have the assistance of any employee concerned as witness and any other witnesses. Employees appearing as witnesses shall be considered on paid leave with no loss of wages or benefits.

9:09 Conflict of Interest

No person,

- (a) Who has any pecuniary interest in the matters referred to the arbitrator; or
- (b) Who is acting or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties;

shall be appointed to act as arbitrator.

## **ARTICLE 10 LABOUR MANAGEMENT COMMITTEE**

### **10:01 Establishment of Committee**

A Labour Management Committee shall be established consisting of at least two (2) members of the Association and two (2) members of the Employer.

### **10:02 Function of Committee**

The committee shall concern itself with the following general matters:

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

### **10:03 Meetings of Committee**

If and when the need arises, the Committee shall meet at the request of either party, at a mutually agreeable time and place. The meeting may be cancelled or rescheduled by mutual consent. Employees shall not suffer any loss of pay for time spent with this committee.

### **10:04 Chair of the Meeting**

The meetings of the Committee shall be chaired by the Employer's representative and the Vice-Chair will be selected by the Association.

### **10:05 Minutes of Meeting**

Minutes of each meeting of the committee shall be prepared and signed by the Chair and Vice-Chair as promptly as possible after the close of the meeting. The Chairman and Vice-Chair shall each receive one (1) copy 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 ABSENCE FROM WORK DUE TO WEATHER CONDITIONS**

### **11:01 Adverse Weather Conditions**

All employees are due to report to work as scheduled. The following shall apply to employees who are absent from work due to severe storm conditions:

- (a) When an employee is unable to report to work because the normal routes of transportation have been closed by the appropriate authorities or because of a declared state of emergency by the Town of Portugal Cove I St. Philip's, or the Provincial Government, such employee shall suffer no loss of pay or other benefits, nor shall he/she be required to make up, in any way for time lost due to not reporting for work.
- (b) In the event that the Town Office is closed due to adverse weather, employees will be sent home and employees so affected will suffer no loss in pay or other benefits.
- \* (c) An employee who is required to work during adverse weather constituting a state of emergency as declared by the Town of Portugal Cove-St. Philip's will be paid at the rate of double time (2) for all hours of work.

## **ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION, AND DISCIPLINE**

### **12:01 Probationary Period**

- (a) Subject to the provisions of 5:01, the probationary period shall be nine hundred and ten (910) hours of work for all employees. It is agreed that the probationary period for part-time employees shall be equivalent to that of a full-time employee in working hours. Probationary period must be completed within a continuous twenty-four (24) month time period from last date of hire. Last date of hire refers to being rehired after a loss of seniority.

### **Discharge Procedure**

- (b) Probationary employees shall have all the rights and privileges accorded this agreement except the Employer may dismiss a probationary employee for unsuitability or incompetence during the probationary period. Such dismissal shall not be subject to the grievance or arbitration procedure.



- (c) Subject to the provisions of 12:01 (b), any employee who claims to have been unjustly disciplined, discharged or suspended shall have the right to be heard in accordance with the grievance procedure under this agreement. Any employee who is disciplined, discharged or suspended shall be provided with written notification within five (5) working days of the incident. Such written notification shall state the reason for discipline discharge or suspension. If this procedure is not followed the discipline shall be null and void.

12:02

Unjust Suspension or Discharge

- (a) Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately reinstated in his/her former position without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a board.
- (b) If upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction but feels the employee should be removed from his/her place of employment, it shall be with pay.

12:03 \*

Warnings

The Employer will verbally inform (documented) the employee that their work behaviour or actions within the workplace do not align with expectations. Improvement must be demonstrated by a given date or the employee may face more severe sanctions.

12:04 \*

Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within three (3) working days of the Employer's becoming aware of the event of the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time. The employee's written reply to such notification of dissatisfaction shall become part of his/her record.

The following formal steps of progressive discipline will be utilized to clarify performance expectations:

1. Verbal Warning (documented): Verbal Warnings will be given in the event of first, or fairly minor infringements.
2. Written Warning: Improvement must be demonstrated by a given date or the employee may face more severe sanctions.
3. Unpaid Suspension: Further incidents on the part of the employee may result in an unpaid suspension to be determined by the Employer.
4. Termination of Employment: An employee may be terminated from their employment with the Employer should their behaviour be such that it cannot be tolerated by the Employer.

The Employer will use the appropriate step of progressive discipline reflective of the infraction. It is not required that Progressive Discipline commence at step one and move through the progression. As an example, for serious infractions such as theft, workplace violence, and other equally serious matters, the Employer may commence with termination of employment.

12:05

#### Personal Files

- (a) There shall be one (1) official personal file, which shall contain all adverse reports and records of disciplinary action, and this file shall be maintained in the Town Council Office. An employee shall, at any reasonable time, be allowed to inspect his/her personal file, and may be accompanied by a representative of the Association.
- (b) A copy of any document placed on an employee's personnel 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 or if necessary, a witness or shop steward may sign the document if the employee is unwilling to accept the document.

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 may be omitted in cases of suspension or discharge.

## **ARTICLE 13 SENIORITY**

### **13:01 Seniority Defined**

Subject to Clause 13:04, seniority is defined as length of service with the Employer excluding overtime. Seniority shall operate on a bargaining unit wide basis.

### **13:02 Seniority Lists**

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

### **13:03 Probation on Newly Hired Employees**

Employees hired after the signing of the Agreement shall be on a probationary basis in accordance with Clause 12:01 of this Agreement. During their probationary period such employees shall be entitled to all benefits and rights of this Agreement.

### **13:04 Loss of Seniority**

An employee shall lose his/her seniority in the event that:

- (a) He/she is discharged for just cause and is not reinstated by an arbitrator or under the Grievance Procedure;
- (b) He/she resigns in writing and does not withdraw the resignation within two (2) calendar days;
- (c) He/she is absent from work in excess of five (5) working days without the approval of the Chief Administrative Officer or designate or immediate Supervisor or without sufficient cause;
- (d) He/she fails to return to work within five (5) working days following a layoff and after being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause, including the time required for a recalled employee to give notice to his/her current Employer. It shall be the responsibility of the employee to keep the Chief Administrative Officer or designate informed, in writing, of his/her current address. An employee who is recalled for casual work or employment at a time when he/she has employment which will continue for a greater duration than the recall period shall not lose

his/her recall rights for refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of notice of recall, the employee shall, within five (5) working days, notify the Chief Administrative Officer or designate whether or not he/she will return to work;

- (e) He/she is laid off or on leave without pay for a period longer than twenty-four (24) consecutive months.

**13:05      Transfers and Seniority Outside the Bargaining Unit**

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

**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, within fourteen (14) calendar days, post notice of the position in accessible places on the Employer's premises for a period of not less than seven (7) calendar days. Copies of the postings are to be supplied concurrently to the Local President.

**14:02      Information on Posting**

For vacancies or new positions inside the bargaining unit such notices shall contain the following information - title of position, qualifications, required knowledge and education, skills, wage or salary rate or range, and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state we are an equal opportunity Employer.

**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, provided the applications are presented within the time limit set forth in the job posting.

14:04 Role of Seniority in Promotions and Transfers

Both parties recognize:

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

Therefore, when a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position or promotion or transfer shall be given preference on a seniority basis for filling such vacancy, provided the applicant is qualified and able to meet the requirements of the new position.

14:05 Trial Period

The successful applicant shall assume his/her new duties on a trial basis for three (3) months. The Employer shall confirm the employee's appointment after the trial period of three (3) months, unless the Employer deems the employee's service unsatisfactory. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate without loss of seniority. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to his/her former position, wage or salary rate, without loss of seniority.

14:06 Notification of Successful Applicant

Within fourteen (14) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant with a copy to the Local President.

14:07 Incapacitated Worker Provision

An employee who has become incapacitated by injury, illness, work injury, compensable occupation disablement or through advancing years or temporary disablement will be employed in other work which he/she can do providing a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority. An employee displaced as a result of this clause shall have the right to bump a less senior employee.

**ARTICLE 15 LAYOFF AND RECALL**

**15:01        Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore in the event of a layoff, employees shall be laid off by classification in reverse order of seniority. Employees shall have the right to bump a junior employee. Employees being retained must be qualified and able to meet the requirements of the position in accordance with Article 14.

**15:02        Recall Procedure**

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

**15:03        No New Employees**

No new employees shall be hired until those laid off have been given an opportunity of recall, provided that those recalled are qualified to perform the work required.

**15:04        Advance Notice of Layoff**

Except where legislation is more favourable to an employee, the Employer shall notify employees who are to be laid off no less than two weeks prior to effective date of layoff.

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

**16:01        (a)    Standard Office Hours**

The following classifications shall apply to Standard Office Hours:

Accounting Technician – General Ledger, Accounting Technician – Collections, Administrative Support Clerk, Planning and Development Coordinator, Planning & Development Officer, Planning Technician, Planning Technologist, Public Works Coordinator and Occupational Health and Safety Officer.

- (i)        The scheduled work period for Standard Office Hours employees shall be thirty-five (35) hours per week Monday through Friday. The scheduled work day shall be seven (7) consecutive hours per day - 8:30 am to 4:30 pm, exclusive of meal breaks.
  
- (ii)       Notwithstanding Clause 16:01 (a)(i), Standard Office Hours

employees shall be on a summer schedule of 6.5 hours a day from 8:30 am to 4:00 pm, exclusive of meal breaks. The period involved shall coincide with the Provincial Government time frame.

- (iii) There shall be no reduction in pay for any employee as a result of Clause 16:01 (a)(ii).
- (iv) Days off shall be allocated at the rate of two (2) consecutive days off. These days shall be Saturday and Sunday except where mutually agreed upon between employee and Employer.

(b) Public Works Hours

The following classifications shall apply to Public Works Hours:

Mechanic 2, Equipment Operator/Maintenance, Collector Operator, Municipal General Maintenance Worker, Foreman – Streets, Fleet & Waste Management, Facilities Lead, Water Distribution & Wastewater Treatment Plant Operator, Municipal General Worker, Heavy Duty Equipment Mechanic and Labourer

- (i) The scheduled work period for Public Works Hours shall be thirty-five (35) hours per week, Monday through Friday. The scheduled work day shall be seven (7) consecutive hours per day, 8:30 am to 4:30 pm, exclusive of one hour (1) meal break.
- (ii) Notwithstanding Clause 16:01 (b)(i), Public Works Hours employees shall be on a summer schedule of 6.5 hours a day from 8:30 am to 4:00 pm, exclusive of meal breaks. The period involved shall coincide with the Provincial Government time frame.
- (iii) There shall be no reduction in pay for any employee as a result of Clause 16:01 (b)(ii).
- (iv) Days off shall be allocated at the rate of two (2) consecutive days off. These days shall be Saturday and Sunday except where mutually agreed upon between employee and Employer.
- (v) Notwithstanding Article 16:01 (b), the Employer may establish a shift schedule for Equipment Operators during the Winter Maintenance Season from November 1 through April 30.
  - (a) The work day shall be seven (7) consecutive hours in any calendar day with overtime applicable thereafter.
  - (b) The Employer shall grant two (2) consecutive days of rest

per week and shall grant at least every 3rd weekend off. If such is not granted overtime shall be paid for all hours worked on such weekends.

- (c) Changes in the schedule shall be made one week in advance of implementation, and changes shall be posted for notification purposes.
  - (d) Employees working rotating shifts shall be given not less than two (2) days' notice of rescheduling of their days off. If such is not granted overtime shall be paid for all hours worked.
  - (e) Employees shall receive at least eight (8) clear hours between shifts unless mutually agreed.
  - (f) Employees required to work shift work shall receive an additional seventy-five (75) cents per hour for each hour worked between 1600 hours and 2400 hours shift and between 2400 hours and 0800 hours.
- (vi) Notwithstanding 16:01 (b)(i), seasonal Municipal General Worker, seasonal Municipal General Maintenance Worker and Labourer positions hired after the signing of this agreement shall be subject to Article 16.01 (c) – Programming and Special Events Coordination Hours, when required.

(c) Programming and Special Events Coordination Hours

The following classifications shall apply to Programming & Special Events Coordination Hours:

Recreation Coordinator, Communications Coordinator, Heritage Programs and Services Coordinator

- (i) The Employer shall establish a shift schedule to be posted one (1) week in advance of implementation.
- (ii) Any changes to the posted schedule inside the one (1) week notification period shall be mutually agreed upon by employee and Employer. If such is not agreed, overtime shall be paid for hours worked that differ from the posted schedule.
- (iii) Employees shall be required to work seventy (70) hours over a two (2) week scheduled period.



- \* (iv) The Employer shall grant two (2) consecutive days of rest per week, except where it is mutually agreed upon by Employer and employee. If such is not granted, overtime shall be paid or the employee may take time off in lieu for all hours worked over and above the seventy (70) required hours in a four (4) week scheduled period.
- (v) Employees shall receive at least eight (8) clear hours between shifts unless mutually agreed.
- (vi) Programming and Special Events employees shall be on a summer schedule to avail of an additional thirty (30) minutes of paid time. The period involved shall coincide with the Provincial Government time frame.
- (vii) There shall be no reduction in pay for any employee as a result of Clause 16:01 (c)(vi).

16:02 Rest Periods

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

16:03 Days Off

Days off shall be allocated as stated within Clause 16:01(a), 16:01(b), and 16:01(c).

16:04 Hours of Work for Part Time Employees

Part time employees, when scheduled to work, shall work a minimum of three (3) hours per day.

16:05 Standby

- (a) (i) Subject to the provisions of 16:05 (a) (ii) employees who are required to perform standby duties shall be compensated in accordance with the provisions of Clause 16:05 (a) (ii). If employees on standby duty are required to work they shall be compensated, in addition to the applicable standby pay, at straight time, overtime, or call back rate as applicable in accordance with the provisions of this Collective Agreement.
- (ii) Compensation for standby duties shall be increased by any percentage salary increase applicable the date of each salary

increase.

	June 1, 2022	June 1, 2023	June 1, 2024	June 1, 2025	June 1, 2026
Regular	\$17.19	\$17.62	\$18.06	\$18.51	\$18.88
Statutory	\$21.49	\$22.03	\$22.58	\$23.14	\$23.61

- (b) All standby duty shall be authorized and scheduled by the Employer, and no compensation shall be granted for the period of standby if the employee does not report for work when required. Standby duty shall be distributed as evenly as possible among available employees in the same classification.
- (c) Employees who are on standby duty shall be provided with a cell phone. The provision of a cell phone to any employee is in no way indicative of the expectation of standby status.

16:06

Live Sewers

- (a) Employees required to work on live sewer shall receive a sewer premium of four twenty-five (\$4.25) dollars per hour.
- (b) For the purpose of this Article, working in live sewer is defined as pumping sewers, snaking sewer lines, cleaning and repairing broken sewer lines, lift stations and cleaning out manholes.

16:07

Water & Wastewater Compliance

- (a) This clause is specific to employees with Water and Wastewater classifications:
  - (i) Weekend work to comply with Provincial and Federal water and wastewater regulations may be required.
  - (l) Employees may choose to either:
    - (a) work the weekend hours required, exchanging them at straight time for hours in the scheduled work week; or
    - (b) work the scheduled work week and the scheduled, rotational weekend hours with the latter banked at time and a half for time off purposes at a mutually agreed upon time; or

- (c) work the scheduled work week and the scheduled, rotational weekend hours with the latter paid out as per the normal overtime rate.
- \* (d) Employees working in the Water & Waste Water Division of Public Works who meet the qualifications of Heavy Equipment Operator shall be expected to utilize these qualifications in the performance of their position as has been past practice.

## ARTICLE 17 OVERTIME

### 17:01 Overtime

(a) Full Time Employees

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

(b) Part-time and Temporary Employees

All time worked by a part-time or temporary employee in excess of full time hours on a daily or weekly basis shall be considered overtime.

(c) Approval of Overtime

All overtime is subject to prior approval of either the Chief Administrative Officer or designate.

### 17:02 Normal Overtime Rate

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

- \* (b) Instead of cash payment for overtime worked, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the Chief Administrative Officer or designate with a minimum of two (2) weeks notice, except in exceptional circumstances and subject to operational requirements of the Employer. The Chief Administrative Officer or designate shall make every reasonable effort to grant the employee his/her time off in lieu request. The maximum an employee may bank and take as time off in lieu of overtime pay is seventy (70) hours in a calendar year. The employee's decision to receive time off must be conveyed to the Chief Administrative Officer or designate as part of the employee's weekly payroll submission for the week in which the overtime was completed. An employee who

banks overtime for pay out may request payment for such banked overtime at any time. All overtime banked for pay out must be paid out at the rate at which it was earned and in the calendar year it was earned, with the exception of 100 hours, which the employee may carry over for a maximum of twelve (12) months, into the following year. All overtime worked by temporary employees who work less than twelve (12) consecutive months from last date of hire and/ or seasonal employees shall not bank overtime for time off in lieu.

(c) **Recognized Increments**

The minimum increment of time worked which meets the requirements to be considered as Overtime, shall be fifteen (15) minutes.

17:03 **Meal Periods**

Employees shall be entitled to a meal break of sixty (60) minutes per shift. An employee recalled to work during his/her meal period shall be paid time and one-half (1.5%) for all time worked during the meal period. Part-time employees may schedule their meal period at the end of their respective shift.

17:04 **Sharing of Overtime**

The offer of overtime and call-back when required shall be divided as equitably as possible among employees qualified to perform the available work within their own department, division, classification and normal work location with the exception of when an employee capable of performing the duties required is currently working in which case no call-back of shall be required. With the exception of employees on standby, any employee may refuse overtime.

17:05 **Callback**

An employee who has left his/her place of work and is subsequently called back to work outside his/her scheduled working hours shall be paid a minimum of three (3) hours at the applicable rate provided that the period worked is not contiguous to his/her scheduled working hours.

An employee who is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hour minimum receives the benefit of the three hour minimum only once.

17:06 **Compensation for Work on Paid Holidays**

If an employee is required to work on a paid holiday as listed in Clause 18:01, he/she shall be paid in addition to his/her regular pay time and one-half (1.5%)

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 his/her scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his/her regular hours during such absence.

17:09 Overtime on an Employee's Day Off

An employee who works on the first day of rest shall be paid time and one-half (1.5) and on the second day of rest, double (2) time for all hours worked.

**ARTICLE 18 HOLIDAYS**

18:01 \* Paid Holidays

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

- (a) New Year's Day
- (b) 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) Civic Holiday
- (j) Labour Day
- (k) Thanksgiving Day
- (l) Armistice Day
- (m) Christmas Eve
- (n) Christmas Day
- (o) Boxing Day
- (p) New Year's Eve

And any other day proclaimed as a holiday by the Provincial or Federal

Governments or the Town Council.

**18:02      Compensation for Holidays Falling on Scheduled Days Off**

When any of the aforementioned paid holidays fall on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) days and on a mutually agreed date. If such time off cannot be taken within sixty (60) days, the employee will be paid one (1) day's regular pay in lieu of time off.

**18:03      Statutory Holiday During Leave**

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

**ARTICLE 19 ANNUAL LEAVE**

**19:01      Length of Annual Leave**

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

Years of Service	Number of Working Days per Year
1st year	10 working days
2nd year up to and including 9th year	15 working days
10th year up to and including 17th year	20 working days
18th year up to and including 24th year	25 working days
25th year and over	30 working days

NOTE: For the purpose of this Article service shall mean the date of hire. The following provisions respecting annual leave shall apply:

- (a) An employee may be permitted to avail of annual leave earned during the first sixty (60) days of service on a pro-rata basis.
- (b) When an employee has had not less than sixty (60) days of service, he/she may anticipate leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.
- (c) When an employee becomes eligible for a greater amount of annual leave he/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12)

months, computed to full working days.

- (d) Seasonal employees will receive pay for annual leave in lieu of time off.
- (e) Employees on a contract with a duration of two (2) years or longer shall have the option to take Annual leave allotment in lieu of standard 4% vacation pay, subject to approval of the Chief Administrative Officer or designate.

19:02 Annual leave shall not be taken except with the prior approval of the Chief Administrative Officer or designate. However, subject to the operational requirements of the Town Council, the Chief Administrative Officer or designate shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the employee. With the exception of an emergency or unforeseen circumstance affecting the employee, a minimum of two (2) weeks' notice is required when requesting leave.

19:03 Overtime Vacation Rates

The Employer will make every reasonable effort not to recall to duty any employee who has commenced annual leave. In the event an employee agrees to be recalled to work after having proceeded on annual leave he/she shall receive pay at the rate of time and one-half for all hours worked (1.5%) in addition to his/her regular rate of pay. Hours worked while on vacation shall not be deducted from the employee's vacation credits.

19:04 An employee may carry forward to another year any portion of annual leave not taken by him/her in previous years not in excess of ten (10) days.

- 19:05
- (a) An employee who becomes ill while on annual leave may change the status of his/her leave to sick leave provided that the employee submits a certificate(s) acceptable to the Chief Administrative Officer or designate. Such leave to be effective the date of notification to the Chief Administrative Officer or designate.
  - (b) In the case of an employee who is admitted to hospital while on annual leave, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.
  - (c) An employee who has entered upon annual leave may change annual leave to bereavement leave provided that such leave would qualify under Article 21:05 and if necessary, the Employee will provide appropriate documentation.

19:06 For the purpose of this Article, employees who are re-employed by the Employer after termination may have service prior to termination credited to them for annual leave purposes.

19:07 Notwithstanding Clause 22:03 part-time employees may, if they so desire, receive their vacation pay on their regular payroll.

## **ARTICLE 20 SICK LEAVE**

### **20:01 Sick Leave Defined**

Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the Workplace Health, Safety and Compensation Act.

### **20:02 Paid Sick Leave**

- (a) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service, to a maximum of three hundred and sixty-five (365) days.
- (b) Notwithstanding clause 20:02 (i), an employee hired after 1st January 2007 is eligible to accumulate sick leave at the rate of one (1) day for each month of service to a maximum of two hundred forty (240) days per year.

### **20:03 Deduction from Sick Leave**

A deduction shall be made from accumulated sick leave of all scheduled time. Absence for sick leave on account of illness shall be accounted for on a time for time basis (rounded to the nearest 15 minutes).

### **20:04 \* Proof of Illness**

An employee absent for three (3) consecutive days and/or six (6) days aggregating within any calendar year due to illness shall be required by the Employer to produce a medical certificate before receiving sick leave with full pay. Such a certificate shall state that the employee is unable to perform the duties of their position due to illness.



20:05 Sick Leave During Leave of Absence and Layoff

When an employee is given paid vacation or special paid leave of absence, or when he/she is absent from work and receiving Workers' Compensation, he/she shall receive on his/her return to work sick leave credit for the period of such absence. When an employee is laid off on account of lack of work for a period of less than twenty-four (24) months and returns to work upon expiration of such layoff, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her accumulative credit, if any, existing at the time of such layoff.

20:06 Extension of Sick Leave

- (a) An employee with more than two (2) years of service who has exhausted his/her sick leave credits may be allowed an extension of his/her sick leave to a maximum of fifteen (15) working days to be repaid from monthly accumulation.
- (b) When an employee has used the maximum of sick leave which may be awarded to him/her in accordance with this Agreement, he/she may elect, if he/she is still unfit to return to duty and if he/she so desires, to proceed on annual leave, including current and accumulated leave, if he/she is eligible to receive such leave and if not, on special leave without pay.

20:07 Sick Leave Records

Upon signing of this Agreement and in January of each year the Employer shall advise each employee of the amount of sick leave accrued to his/her credit and the number of days of sick leave taken by him/her up to and including the previous 31st day of December.

20:08 Injury on Duty

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

20:09 Sick Leave During Special Leave Without Pay

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

20:10 Sick Leave Credits for the First and Last Month of Employment

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

**ARTICLE 21 LEAVE OF ABSENCE**

21:01 Negotiation Pay Provision

Representatives of the Bargaining Unit, not to exceed one (1) inside worker and one (1) outside worker, shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on or take part in negotiation meetings between the Association and the Employer.

21:02 General Leave

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

21:03 Leave of Absence for Association Business

- (a) Upon written request by the Association to the Chief Administrative Officer or designate, leave of absence with pay and without loss of benefits shall be granted by the Chief Administrative Officer or designate to employees elected or appointed to represent the Association at Association functions, including the functions listed in paragraph (b) hereof, up to a limit of a total of twenty (20) working days per year accumulated for the entire bargaining unit. On reasonable notice to the Chief Administrative Officer or designate, and additional ten (10) days shall be granted without pay and without loss of seniority if the above number of days proves to be insufficient for such 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 Conventions

of the Canadian Labour Congress, the National Union of Public and General Employees, Local Officers' Seminars and Educational Seminars sponsored in whole or in part by the 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 Chief Administrative Officer or designate, if requested and on reasonable notice.

**21:04      Leave of Absence for Full Time Association Representative**

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

**21:05      Paid Bereavement Leave**

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

- \* (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, grandmother, grandfather, common-law spouse, mother-in-law, father-in-law, grandchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepson, stepdaughter, stepgrandparent or near relative living in the same household, three (3) days.
- (b) If the death of a relative referred to in Clause 21.05 (a) occurs outside the Province of Newfoundland and Labrador or requires the employee to travel outside the Avalon and Eastern regions but still within the Province (see Appendix "D"), 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 Employer or its representative may grant two (2) additional days other than those referred to in Clause 21:05 (a) and (b).

**21:06      Maternity / Paternity Leave**

- (a) The commencement and termination dates of an employee's unpaid maternity/paternity leave shall be a matter of negotiation between the employee and the Employer. The commencement date shall be determined as soon as possible after the employee is aware of her pregnancy or an employee's spouses pregnancy, with the employee's

request not to be unreasonably denied. An employee is entitled to a maximum of fifty-two (52) weeks' maternity/paternity leave under this Clause.

- (b) The Employer reserves the right to require an employee to commence maternity leave prior to the time specified in Clause 21 :06 (a) if the state of her health becomes incompatible with the requirements of her job.
- (c)
  - (i) The employee shall resume his/her former position and salary upon return from maternity/paternity leave, with no loss of accrued benefits.
  - (ii) Employees while on maternity/paternity leave shall continue to accumulate service for seniority purposes including promotions, layoffs and recalls.
  - (iii) Where the employee requests, the Employer and Employee will continue to pay their respective share of Medical and Dental Plan while an employee is on maternity/paternity or adoption leave.

(d) Procedure for Return to Duty

The employee who has been on maternity/paternity leave may return to duty after she has given two (2) weeks' notice of her intention to so return.

(e) Accumulation of Benefits

Employees on maternity / paternity leave shall continue to accumulate service for seniority and sick leave.

(f) Carryover of Annual Leave

Notwithstanding Article 19.04, employees who are unable to avail of any accrued annual leave prior to commencing maternity/paternity leave shall be permitted to carry forward any unused portion of annual leave accrued before maternity/paternity leave to the following year.

21:07

Adoption Leave

- (a) An employee shall be eligible for fifty-two (52) weeks adoption leave without pay and without loss of benefits starting one (1) month before the employee legally adopts a child provided such employees provide proof of adoption or intent to adopt.
- (b) The provisions of Clause 21:06 (c) shall also apply to leave for adoption

- of a child.
- (c) Employees while on special leave without pay under this Clause shall continue to accumulate service for seniority purposes including promotions, layoffs and recalls.
  - (d) An employee who has been on adoption leave may return to duty after he/she has given two (2) weeks' notice of his/her intention to so return.
  - (e) Employees on adoption leave shall continue to accumulate services for seniority.
  - (f) Notwithstanding Article 19:04, employees who are unable to avail of any accrued annual leave prior to commencing adoption leave shall be permitted to carry forward any unused portion of annual leave accrued before adoption leave to the following year.

21:08 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. Any remuneration the employee receives from the courts will be over and above his/her pay and benefits from the Employer.

21:09 Education Leave

- (a) With the prior approval of the Employer, an employee may be awarded education leave as follows:
  - (i) Where the Employer requires an employee to take advanced or supplementary courses of professional or technical training, the employee shall be awarded leave with pay where required under such terms and conditions as the Employer may prescribe.
  - (ii) At the request of an employee, education leave may be awarded to an employee to enable him/her to participate in courses of training either within or outside the Province. The duration of and the rates of pay for such leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.
  - (iii) With approval of the Employer leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer.

- (b) The Employer recognizes the benefits of employees enhancing their career goals through a variety of career development activities. Employees participating in such Employer approved activities will maintain their present salary during such periods.
- (c) Upon request, an employee who has completed eight (8) years of service shall be granted education leave to a maximum of twelve (12) months without pay, provided that such leave will not cause an unreasonable interference with the Employer's operations. (Course does not have to be approved)
- (d) Employees while on unpaid educational leave shall continue to accumulate seniority including periods of educational leave prior to signing of this Agreement.

21:10 Paid Special Leave

Special leave with pay, not exceeding three (3) days, may be granted in special circumstances for reasons other than those referred to in Clause 21:05, subject to approval by the Chief Administrative Officer or designate.

21.11 Personal Leave

- (a) Employees shall be granted a maximum of three (3) days of Personal Leave each calendar year to be utilized in one half (1/2) and one (1) day increments. Personal Leave credits cannot be carried forward into a future year and employees shall not be entitled to receive payment for any accrued Personal Leave upon termination of their employment.
- (b) Employees shall not be permitted to change any other leave to Personal Leave but shall be entitled to change Personal Leave to Bereavement or Sick Leave.
- (c) A temporary employee shall only be granted Personal Leave if he/she reports to work following a recall and subsequently qualifies for Personal Leave during that period for which he/she was recalled.

**ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES**

22:01 Availability of Salary Cheques

The Employer shall pay salaries every week. Salaries shall be paid by direct deposit to all future hires and those employees who are currently in receipt of direct deposit. Overtime pay will be included in the regular pay cheque for the

pay period next succeeding the pay period during which the overtime was earned. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other payroll deductions.

22:02 Pay on Pay on Temporary Transfers. Higher Rated Job

- (a) An employee who is required to fill a managerial or unionized position, on a temporary basis, which is paid at a higher rate shall be paid at a rate which will yield an increase of twenty percent (20%) on his/her current salary provided that, that rate does not exceed the maximum of the salary scale of the higher position, and provided the person is required to fill such temporary position for a period of one hour or more.
- (b) An employee required to fill a position for which is paid a lower rate of salary than that paid for such employee's regular work shall not receive any reduction in pay for reason thereof.

22:03 Vacation Pay

An employee with more than one (1) year of service or an employee who has earned at least two (2) weeks' vacation, upon giving at least two (2) weeks' notice prior to the pay day preceding the office day on which he/she wishes to receive his/her advance payment, shall receive prior to commencement of his/her annual vacation any regular pay cheque(s) which may fall due during his/her vacation. An employee who is regularly seasonally laid off may be paid, if he/she so desires, for all unused annual leave not less than two (2) weeks prior to layoff.

22:04 Transportation

When, in the course of his/her duty, an employee is required by the Employer to travel on the Employer's business, transportation shall be provided by the Employer or the Employer may require the use of the employee's own vehicle with reimbursement at the rate outlined in the Policy Manual. Employees have the right to refuse to utilize their own vehicles for the Employer's business. In addition to the above, mileage rate shall be paid when employees are required to use their vehicles after the normal work day.

**ARTICLE 23 PERSONAL LOSS**

23:01 Subject to Clauses 23.02 and 23.03 where an employee in the performance of his/her duty suffers any personal loss and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for any loss suffered to a maximum of \$400.00.

23:02 All incidents of loss suffered by an employee shall be reported in writing by the

employee within one (1) day of the incident to the Chief Administrative Officer or designate or his/her designated representative.

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

#### **ARTICLE 24 STRIKES AND LOCKOUTS**

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

#### **ARTICLE 25 TERMINATION OF EMPLOYMENT**

25:01 Employees shall give the Employer two (2) weeks' notice of their intention to terminate their employment.

25:02 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.

25:03 The period of notice may be reduced or eliminated by mutual agreement.

25:04 Upon termination of service an employee shall receive pay for all his/her earned current and accrued annual leave not taken by him/her prior to the date of termination of his/her service provided, however, that any indebtedness to the Employer may be deducted from such payment.

25:05 The Employer shall give two (2) weeks' notice in writing to permanent employees who are to be laid off or terminated.

#### **ARTICLE 26 EMPLOYEE BENEFITS**

26:01 Group Life and Extended Health Benefits Plan

The Employer in consultation with the Union shall provide a Group Health Insurance Plan for all employees who qualify.

(a) While an employee who is eligible to be in the plan is in receipt of wages from the Employer, the Employer will pay fifty percent (50%) of the premium and the employee will pay fifty percent (50%) of the premium.

(b) Employee will pay the full cost of the plan while on unpaid sick leave to



maintain coverage. This provision applies to other leave not in excess of one year, approved by the Employer and does not apply to layoffs.

26:02 Workers' Compensation Pay Supplement

All employees shall be covered by the Workplace Health Safety and Compensation Act.

Should the Workplace Health Safety and Compensation Act be amended to permit the following shall become effective:

An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by Workplace Health Safety and Compensation Act shall receive from the Employer the difference between the amount payable by the Workplace Health, Safety and Compensation Commission and his/her regular salary. Such difference will not be paid by the Employer if the occupational accident occurred as a result of the employee's misuse of or failure to use, necessary safety equipment or his/her failure to follow prescribed work procedures. Pending a settlement of the insurable claim, the employee shall continue to receive full pay and benefits of this Agreement, subject to necessary adjustments. Payments under this Clause shall not be deducted from an employee's accumulated sick leave credits.

26:03 Pension Plan

The Employer will match employee contribution rates of at least 50% and not less than 7.5% of Regular Gross wages in a Registered Retirement Pension Plan of the Employer's choosing. Until 7.5% represents 50% of the required contributions to the plan, after such time the plan will be funded on a 50% Employer, 50% employee basis.

26:04 \* Employment Contracts

A temporary employment contract worked for more than one hundred and four (104) weeks of continuous service shall be assessed by the Employer. If it is determined by the Employer that a full-time, permanent position is operationally required, the position shall be posted as per Article 14 Promotions and Staff Changes.

**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 thirty (30) days of the Town 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 Employer should introduce new methods or machines which require new or greater skills than those possessed by employees who are employed in the operation being changed and where such employees would otherwise be laid off, then training shall be provided for employees affected. A reasonable period of time shall be allowed for employees taking such training. Where required, leave for such training shall be with pay.

- 27:04**
- (a) Where an affected employee elects not to avail of training as provided for under Clause 28:03, the Town Council agrees that, where possible, the effect on the employee of changes contemplated by Clause 28:01 will be minimized by transfer or reassignment within the employ of the Town Council.
  - (b) An employee transferred or reassigned in accordance with (a) above, will have not suffered any reduction in his/her regular salary, unless such employee has refused, without giving reasons acceptable to the Council, to avail of training in accordance with Clause 28:03.

**27:05**      No New Employees

No new employee( s) will be hired by the Employer 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 retain in accordance with Clause 28:03.

**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 reopen the

pertinent parts of the Agreement so that the portion thus invalidated may be amended as required by law.

**ARTICLE 29 CONTRACTING OUT**

29:01 The Employer agrees that present employees shall suffer no loss of pay or benefits as a result of contracting out.

**ARTICLE 30 PROTECTIVE CLOTHING**

30:01 Subject to (a) and (e), the Employer shall issue the following clothing items each year as follows:

Clothing Items	Planning & Development (As required by position)	Public Works
Winter snowsuit (1 or 2 piece) (every 2 years)		X
Summer Jacket (1 each year)		X
Work Boots (1 pair) (summer)		X
Safety Hat (1)	X	X
Rubber Clothing (when needed)	X	X
Summer Gloves (2 pairs)		X
Rubber Boots (1 pair)	X	X
Winter Gloves (2 pairs)		X
Pants and Shirt (summer)		X
Coveralls (2 per year)		X

In addition to the above provisions, seasonal workers will receive the following:

- 1 pair of safety boots per year
- 1 pair of coveralls per year
- 1 suit of rubber clothing to be replaced as necessary

**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 SALARIES**

32:01 The salaries and notes outlined in Appendix "A" shall form part of this Agreement.

### **ARTICLE 33 JOB SECURITY – SUCCESSOR RIGHTS**

- 33:01 In the event the Council, the Commission or any representatives of the Employer agree that the municipality of Portugal Cove/St. Philip's is to be disbanded, placed under jurisdiction of some other municipality or to be part of a regional government/council, it is agreed that the Employer will make every effort to protect the jobs of all members of the bargaining unit. In the event employees are to be laid off as a result of the above actions, the employees will be given thirty (30) days' notice of layoff or pay in lieu of notice.
- 33:02 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to endeavor that:
- (a) employees shall be credited with all seniority rights with the new Employer;
  - (b) all service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer;
  - (c) all work and services presently performed by members of NAPE shall continue to be performed by NAPE members with the new Employer;
  - (d) conditions of employment and wage rates of the new Employer shall be equal to the provisions of this Agreement;
  - (e) no employee shall suffer a loss of employment as a result of merger;
  - (f) preference in location of employment in the merged municipality shall be on the basis of seniority.

### **ARTICLE 34 JOB CLASSIFICATION**

34:01 Job Descriptions

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

34:02 No Elimination of Present Classifications

Subject to the provisions of Article 3:01 (z), existing classifications shall not be eliminated without prior agreement with the Union.

34:03 Changes in Classification

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

**ARTICLE 35 PAST PRACTICE**

35:01 The Employer agrees to continue any benefits employees presently enjoy which are not included in the Collective Agreement or that are greater than those provided for in the Collective Agreement.

**ARTICLE 36 DURATION**

36:01 \* This Agreement shall be effective June 1, 2023 to May 31, 2027.

36:02 Notice to Negotiate

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

36:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under Clause 37:02 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 19 day of June, 2023.

SIGNED ON BEHALF OF THE PORTUGAL COVE-ST. PHILIP'S TOWN COUNCIL:

[Signature]

[Signature]

[Signature]

[Signature]  
WITNESS

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

[Signature]

[Signature]

[Signature]

[Signature]  
WITNESS

**\* APPENDIX "A"**

**SALARIES**

	2.5% June 1 2023	2.5% June 1 2024	2.5% June 1 2025	2.0% June 1 2026
<b>Accounting Technician- Collections</b>				
Step 1	31.14	31.92	32.72	33.37
Step 2	32.70	33.51	34.35	35.04
Step 3	34.33	35.19	36.07	36.79
Step 4	35.99	36.89	37.81	38.57
Step 5	37.84	38.79	39.76	40.55
<b>Accounting Technician - General Ledger</b>				
Step 1	33.70	34.54	35.41	36.12
Step 2	35.39	36.28	37.19	37.93
Step 3	37.17	38.10	39.05	39.83
Step 4	39.02	40.00	41.00	41.82
Step 5	40.97	41.99	43.04	43.90
<b>Administrative Support Clerk</b>				
Step 1	24.95	25.57	26.21	26.74
Step 2	26.20	26.85	27.53	28.08
Step 3	27.51	28.20	28.90	29.48
Step 4	28.88	29.61	30.35	30.95
Step 5	30.32	31.08	31.85	32.49
<b>Communications Coordinator</b>				
Step 1	30.56	31.32	32.11	32.75
Step 2	32.09	32.89	33.71	34.39
Step 3	33.69	34.53	35.39	36.10
Step 4	35.37	36.25	37.16	37.90
Step 5	37.16	38.09	39.04	39.82

**Equipment Operator/Maintenance person -  
(Heavy Equipment Operator & Collector Operator)**

Step 1	27.50	28.19	28.89	29.47
Step 2	28.57	29.28	30.01	30.61
Step 3	29.68	30.43	31.19	31.81
Step 4	30.84	31.61	32.40	33.05
Step 5	32.03	32.83	33.65	34.33

**Heavy Duty Equipment Mechanic**

Step 1	\$36.14	\$37.04	\$37.97	\$38.73
Step 2	\$37.02	\$37.94	\$38.89	\$39.67
Step 3	\$37.93	\$38.88	\$39.85	\$40.65
Step 4	\$38.86	\$39.83	\$40.83	\$41.64
Step 5	\$39.82	\$40.81	\$41.83	\$42.67

**Heritage Programs & Services Coordinator**

Step 1	30.56	31.32	32.11	32.75
Step 2	32.09	32.89	33.71	34.39
Step 3	33.69	34.53	35.39	36.10
Step 4	35.37	36.25	37.16	37.90
Step 5	37.16	38.09	39.04	39.82

**Labourer**

Step 1	18.59	19.06	19.53	19.93
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**Mechanic 2**

Step 1	30.79	31.56	32.35	33.00
Step 2	31.99	32.79	33.61	34.28
Step 3	33.24	34.07	34.92	35.62
Step 4	34.54	35.40	36.29	37.01
Step 5	35.88	36.78	37.70	38.45



**Municipal General Maintenance Worker**

Step 1	25.42	26.06	26.71	27.24
Step 2	26.45	27.11	27.78	28.34
Step 3	27.50	28.19	28.89	29.47
Step 4	28.60	29.31	30.05	30.65
Step 5	29.74	30.48	31.24	31.87

**Municipal General Worker**

Step 1	22.02	22.57	23.13	23.59
Step 2	23.11	23.69	24.28	24.77
Step 3	24.27	24.88	25.50	26.01
Step 4	25.49	26.13	26.78	27.32
Step 5	26.76	27.43	28.12	28.68

**\* Occupational Health & Safety Officer**

Step 1	33.97	34.82	35.69	36.40
Step 2	34.81	35.68	36.57	37.30
Step 3	35.66	36.55	37.46	38.21
Step 4	36.53	37.44	38.38	39.15
Step 5	37.43	38.36	39.32	40.11

**Planning & Development Coordinator**

Step 1	35.45	36.34	37.25	37.99
Step 2	37.23	38.16	39.11	39.89
Step 3	39.09	40.07	41.07	41.89
Step 4	41.04	42.07	43.12	43.98
Step 5	43.10	44.18	45.28	46.19

**Planning & Development Officer**

Step 1	31.57	32.36	33.17	33.83
Step 2	33.16	33.99	34.84	35.53
Step 3	34.82	35.69	36.58	37.31

Step 4	35.55	37.47	38.40	39.17
Step 5	38.38	39.34	40.32	41.13

**Planning Technician**

Step 1	31.06	31.83	32.63	33.28
Step 2	32.61	33.42	34.26	34.94
Step 3	34.24	35.09	35.97	36.69
Step 4	35.95	36.85	37.77	38.52
Step 5	37.75	38.69	39.66	40.46

**Planning Technologist**

Step 1	32.61	33.42	34.26	34.94
Step 2	34.24	35.09	35.97	36.69
Step 3	35.95	36.85	37.77	38.52
Step 4	37.75	38.69	39.66	40.46
Step 5	39.64	40.63	41.64	42.48

**Public Works Coordinator**

Step 1	33.96	34.81	35.68	36.39
Step 2	34.81	35.68	36.57	37.30
Step 3	35.67	36.56	37.48	38.23
Step 4	36.57	37.49	38.42	39.19
Step 5	37.48	38.42	39.38	40.17

**Recreation Coordinator**

Step 1	30.57	31.33	32.11	32.76
Step 2	32.09	32.90	33.72	34.39
Step 3	33.69	34.53	35.40	36.11
Step 4	35.37	36.26	37.16	37.91
Step 5	37.16	38.09	39.04	39.82

**Town Foreman**

**(Foreman -Streets, Fleet & Waste Management, Facilities Lead)**

Step 1	37.04	37.97	38.92	39.70
Step 2	37.95	38.89	39.87	40.66
Step 3	38.88	39.85	40.85	41.66
Step 4	39.83	40.83	41.85	42.68
Step 5	40.82	41.84	42.88	43.74

**Water Distribution & Wastewater Treatment Plant Operator**

Step 1	33.97	34.82	35.69	36.40
Step 2	34.81	35.68	36.57	37.30
Step 3	35.66	36.55	37.47	38.21
Step 4	36.53	37.44	38.38	39.15
Step 5	37.43	38.37	39.33	40.11

**NOTE 1:**

All existing employees will be placed on the grid based upon their existing salaries.

Advancement on the grid from one Step to another will occur every twelve (12) months on the anniversary of the employee's date of hire.

All new employees will be hired at Step 1 of their respective classification.

Employees within the bargaining unit who have advanced to a new classification with a higher pay range through promotion will be placed on the Step for the new position which yields a minimum of a ten percent (10%) increase to the maximum of the pay range for the new position. Temporary assignment is addressed in Article 22:02 (a).

**\* APPENDIX "B"**

**MEMORANDUM OF UNDERSTANDING**

May 17, 2023

Mr. Frank Pittman, Employee Relations Officer  
Newfoundland and Labrador Association of Public and Private Employees (NAPE)  
330 Portugal Cove Place, PO Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Pittman,

It is understood that the new Heavy Duty Equipment Mechanic position is recognized as a transitional position from the Mechanic 2 position. The current Mechanic 2 position shall remain in place until such time as the Heavy Duty Equipment Mechanic is hired at which time the Mechanic 2 position shall be removed from the Collective Agreement.

Jody Murray, CAO  
Town of Portugal Cove-St. Philip's

**APPENDIX "C"**

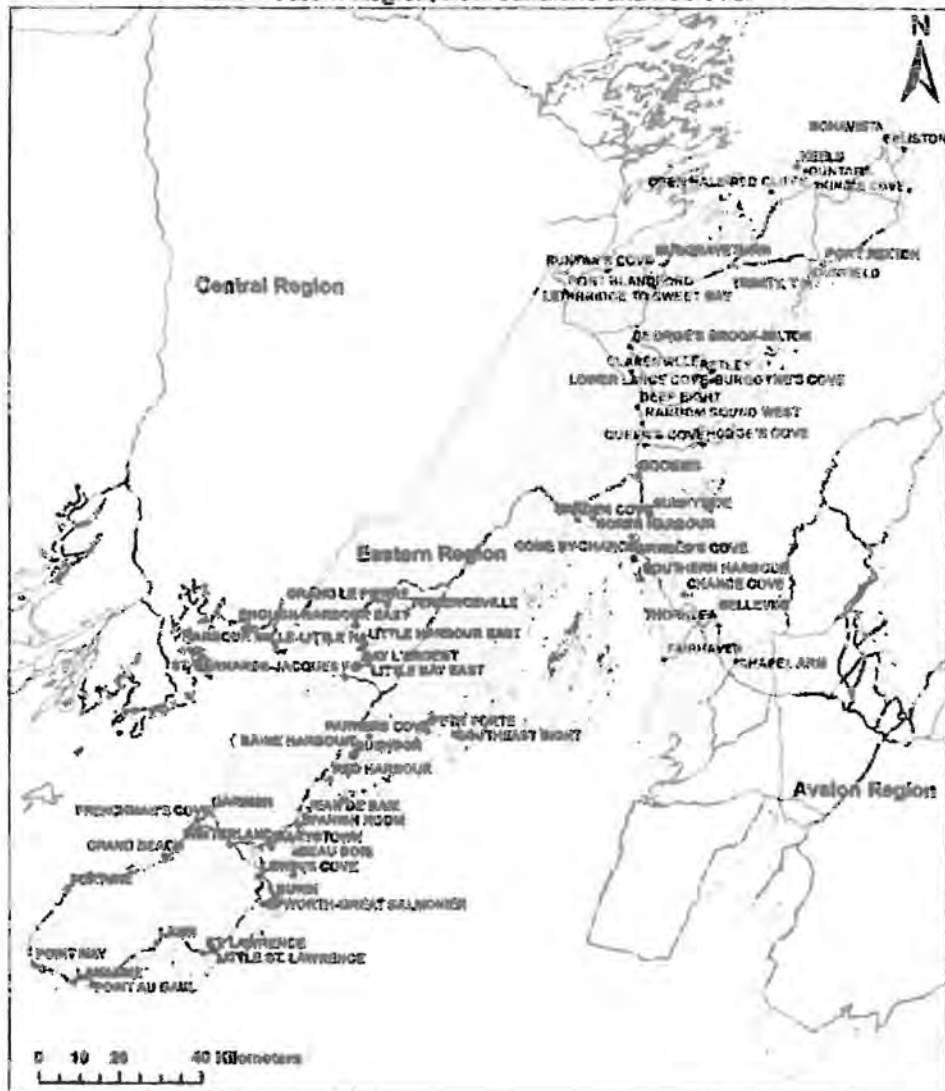
**AVALON & EASTERN REGION MAPS as per ARTICLE 21:05(b)**



**Data Sources:**  
Government of Newfoundland and Labrador,  
Department of Municipal and Intergovernmental Affairs  
Gebase National Road Network, Government of Canada,  
Natural Resources Canada, Centre for Topographic Information

**Prepared by:**  
Jerry Collins  
Research Assistant  
Environmental Policy Institute  
Grenfell Campus, Memorial University

**MNL Eastern Region, Newfoundland and Labrador**



**Data Sources:**  
 Government of Newfoundland and Labrador,  
 Department of Municipal and Intergovernmental Affairs  
 Geobase National Road Network, Government of Canada,  
 Natural Resources Canada, Centre for Topographic Information

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