



Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

between

THE TOWN OF ST. GEORGE'S

and

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

(Expires: September 11, 2027)

THIS AGREEMENT made this 13 day of July,
Anno Domini, Two Thousand And Twenty Three;

BETWEEN:

THE TOWN OF ST. GEORGE'S

of the one part;

AND

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

of the other part;

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

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ARTICLE 1 PREAMBLE

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

ARTICLE 3 DEFINITIONS

- 3:01 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 number.
 - (b) "Day 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 in which an employee is an approved leave

of absence.

- (c) "Day" means a working day unless otherwise noted.
- (d) "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.
- (e) "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.
- (f) "Employer" means the Council of St. George's.
- (g) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday.
- (h) "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.
- (i) "Leave of absence" means absence from duty with the permission of the Employer.
- (j) "Month of service" means a calendar month in which an employee is in receipt of salary or wages for the prescribed number of working hours in the month or a month in which the employee is on layoff or approved leave of absence.
- (k) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (l) "Overtime" means work performed by an employee in excess of his/her scheduled workday or work week.
- (m) "Part-time employee" means a person who has completed his/her probationary period and 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.

- (n) "Permanent employee" means a person who has completed his/her probationary period and 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.
- (o) "Probationary employee" means a person who is employed on a full-time basis but who has worked less than the prescribed probationary period.
- (p) "Probationary period" means a period of six (6) calendar months from the date of employment.
- (q) "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.
- (r) "Reclassification" means any change in the current classification of an existing position.
- (s) "Schedule" means in writing and posted in an accessible place to all employees.
- (t) "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.
- (u) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.
- (v) "Standby" means any period of time during which an employee is required to be available for recall to work.
- (w) "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.

- (x) "Town Council" means The Town of St. Georges.
- (y) "Vacancy" means an opening which is either permanent, part-time or of a temporary nature for more than two (2) weeks.
- (z) "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.
- (aa) "Year" means a calendar year.

ARTICLE 4 RECOGNITION

4:01 The Employer recognizes the Association as the bargaining agent for all employees as listed in the Certification Order dated January 3, 2002.

4:02 Work of the Bargaining Unit

Persons who are not employed in positions 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 operations in itself does not reduce the hours of work or pay of an employee.

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

The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or for any other reason.

4:05 Shop Stewards

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

Agreement recognize the value and rights of Shop Stewards and Local President. By investigating complaints of an urgent nature, 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 workplace.

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

ARTICLE 5

ASSOCIATION SECURITY

5:01

- (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 Government sponsored or privately funded Social Assistance Workers will not become part of the

bargaining unit. The Employer agrees that the use of such workers will not reduce the hours of work, pay or benefits of any employees in the bargaining unit unless they are doing work not normally done by the Employer.

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

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

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment; and

where copies of the Collective Agreement have been provided to the Town Council by the 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 Checkoff.

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 one (1) hour during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Association membership.

ARTICLE 6 CHECKOFF

6:01 The Employer shall deduct from the salary or wages of all employees within the bargaining unit the amount of membership dues and Local fees and forward same 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 and Local fees 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.

ARTICLE 7 CORRESPONDENCE

7:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Town Council and the President of the Association and a copy to the Local President.

ARTICLE 8 GRIEVANCE PROCEDURE

8:01 Definition of Grievance

A grievance shall be defined as a dispute arising out of the interpretation, application, or alleged violation of the Collective Agreement.

8:02 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Steward to assist any employee in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

8:03 Shop Steward

The Employer acknowledges the right of the Union to appoint or elect

one (1) Shop Steward.

8:04

Name of Steward

The Union 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

The Shop Steward shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representatives.

8:06

Permission to Leave Work

It is agreed that the Shop Steward will not absent him/herself from his/her work location for the purpose of handling grievances without first obtaining permission of the Shop Steward's Supervisor and that permission will not be unreasonably withheld.

8:07

Settling of Grievances

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

Step 1

The aggrieved employee shall within four (4) working days after becoming aware of the occurrence of the grievance, submit his/her grievance to the Shop Steward.

Step 2

If the Steward considers the grievance to be justified, the employee concerned together with his/her Shop Steward, may within five (5) working days following receipt of the grievance, submit his/her grievance in writing to the Town Manager and an earnest effort shall be made by all parties to settle the grievance at Step 2.

Step 3

Failing settlement being reached in Step 2, either party may refer the dispute to arbitration within fifteen (15) calendar days of the Town

Manager's decision in Step 2.

8:08

Time Limits

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

8:09

Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union may initiate a grievance and shall commence at Step 2.

8:10

Union May Institute Grievance

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

8:11

Replies in Writing

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

8:12

Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the Grievance Meeting.

8:13

Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 31:01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

8:14

Technical Objections to Grievances

No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error 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 arbitration, the request shall be made by registered or certified mail addressed to the other party of the Agreement. The request shall include a suggested name to act as sole Arbitrator in the dispute.

9:02 Failure to Agree

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

9:03 Arbitration

The Arbitrator shall determine his/her own procedure but shall give full opportunity to all parties to present evidence and make representations. In his/her attempts at justice, the Arbitrator shall as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. He/she shall hear and determine the difference or allegation and render a decision within ten (10) days from the time of appointment.

9:04 Decision of the Arbitrator

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

9:05 Disagreement on Decision

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

9:06 Expenses of the Arbitrator

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

9:07 Amending of Time Limits

The time limits fixed in both Grievance and Arbitration Procedures may be extended by mutual agreement between the parties.

9:08 Witnesses

At any stage of the Grievance or Arbitration Procedure the parties shall have the assistance of any employee concerned as a witness and any other witness. 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 Arbitration Board; 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 COMMITTEE10:01 Establishment of Committee

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

10:02 Function of Committee

The Committee shall concern itself with the following general matters:

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

10:03 Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. Employees shall not suffer any loss of pay for time spent with this Committee.

10:04 Chairperson of the Meeting

The meetings of the Committee shall be chaired by the Employer's representative and the Vice Chairperson will be selected by the Union.

10:05 Minutes of Meeting

Minutes of each meeting which are satisfactory to the members of the Committee shall be signed by the Chairperson and Vice Chairperson as soon as possible after the meeting with copies being forwarded to the members, if requested.

10:06 Jurisdiction of Committee

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

ARTICLE 11 ABSENCE FROM WORK DUE TO WEATHER CONDITIONS

11:01 Adverse Weather Conditions

The following provisions shall apply to employees who are absent from work due to adverse weather conditions:

- (a) All employees are due to report to work as scheduled.
- (b) When an employee through no fault of his/her own is unable to report to work because of adverse weather or because of a declared state of emergency by the Town of St. Georges 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.
- (c) 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.
- (d) An employee who is required to work during adverse weather constituting a state of emergency shall be paid at the rate of time and one-half (1 ½) for all hours worked.
- (e) For the purpose of this Article, the Employer is defined as Council.

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

12:01 (a) Probationary Period

The probationary period shall be six (6) calendar months.

(b) Discharge Procedure

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

12:02 Unjust Suspension or Discharge

Should it be found upon investigation 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.

12:03 Warnings

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within three (3) days of the incident, give written particulars of such censure to the employee involved. If this procedure is not followed such written censure shall not become part of his/her record for use against him/her at any time.

12:04 Adverse Report

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

Any reprimand or warning given in writing and becoming part of an employee's personal file shall be removed and destroyed after twelve (12) months have elapsed.

12:05 Personal Files

There shall be one (1) official personal file, which shall contain all adverse reports and records of disciplinary action, and this file shall be maintained in the Town Council Office. An employee shall, at any reasonable time, be allowed to inspect his/her personal file, and may be accompanied by a representative of the Association.

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 2 of the grievance procedure may be omitted in cases of suspension or discharge and the matter will be referred directly to arbitration if the Association so desires.

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 for Newly Hired Employees

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

13:04 Loss of Seniority

An employee shall 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;

- (c) he/she is absent from work in excess of three (3) working days without the approval of the Council or without sufficient cause;
- (d) he/she fails to return to work within five (5) working days following a layoff and after being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the employee to keep the Employer 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 Employer whether or not he/she will return to work;
- (e) he/she is laid off for a period longer than twenty-four (24) months;

13:05

Transfers and Seniority Outside Bargaining Unit

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

An employee permanently transferred outside the bargaining unit shall lose all seniority in the bargaining unit.

ARTICLE 14

PROMOTIONS AND STAFF CHANGES

14:01

Job Postings

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

14:02

Information on Posting

For vacancies or new positions inside the bargaining unit such notices

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

14:03 Procedure for Filling Vacancies

No position will be filled from outside the bargaining unit until the applications of present employees have been fully processed.

14:04 Role of Seniority in Promotions and Transfers

Both parties recognize:

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

Therefore, when a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position or promotion or transfer shall be given preference on a seniority basis for filling such vacancy, provided they meet the qualifications to do the work or meet the qualifications as stated in the job posting(s).

14:05 Trial Period

The successful applicant shall assume his/her new duties on a trial basis for six (6) months. The Employer shall confirm the employee's appointment after the trial period of six (6) 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. The trial period may be extended subject to mutual agreement of the parties.

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 Handicapped Worker Provision

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

14:08 Disabled Employee's Preference

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

14:09 Older Worker Provision

An employee who through advancing years or temporary disablement, is unable to perform his/her regular duties will be employed in some work which he/she can do providing a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority. An employee displaced as a result of this clause shall have the right to displace a less senior employee. The employee who is displacing a junior employee under this Clause, must submit supporting medical documentation at the request of the Employer.

ARTICLE 15 LAYOFF AND RECALL15:01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to

length of service. Therefore, in the event of a layoff, employees shall have the right to bump a junior employee(s), subject to being deemed qualified.

15:02 Recall Procedure

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

15:03 No New Employees

No new 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 - Permanent & Seasonal Employees

Except where legislation is more favourable to an employee, the Employer shall notify employees who are to be laid off no less than ten (10) working days prior to effective date of layoff.

ARTICLE 16 HOURS OF WORK AND WORK SCHEDULE

16:01 The schedule work week shall be thirty-five (35) hours per week exclusive of meal breaks and the scheduled work pay shall be seven (7) hours per day for the Secretary/Accounts Receivable Clerk and Town Clerk.

The schedule work week for all other employees shall be forty (40) hours per week exclusive of meal breaks and the schedule workday shall be eight (8) hours per day.

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 at the rate of two (2) consecutive days off. The days off shall be Saturday and Sunday except where mutually agreed between the Employer and the employee.

16:04 Hours of Work for Part-Time Employees

- (a) Part-time employees shall work at least a minimum of three (3) hours per day.
- (b) Part-time positions shall be negotiated before assigned.

ARTICLE 17 OVERTIME

17:01 Normal Overtime Rate

- (a) The normal overtime rate shall be pay at the rate of time and one-half (1 ½).
- (b) Instead of cash payment of overtime, 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 Town Manager or his/her designated representative. The employee's decision to receive time off must be conveyed to the Town Manager or his/her designated representative within seventy-two (72) hours of the conclusion of the overtime. Should the time off not be taken or granted within sixty (60) calendar days, the employee shall receive pay at the appropriate overtime rate.

17:02 Meal Periods

- * (a) An employee recalled to work during his/her meal period shall be paid at the rate of time and one-half (1 ½) for all time worked during the meal period to a maximum of two (2) hours of pay.
- * (b) When agreed by the Employer and during Emergency situations, employees will receive a meal allowance based on provincial meal rates per shift worked during the meal period. When in receipt of the meal allowance, work will be paid at straight time.
- * (c) When employees work past 8 hours in a day, meal to be provided for all workers.

17:03 Sharing of Overtime

Overtime and call-back shall be divided equally among employees qualified to perform the available work.

17:04 Call-back

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

17:05 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 ½) for each hour worked and double (2) time on Christmas Day and Good Friday.

17:06 No Layoff to Compensate for Overtime

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

17:07 Calculating of Overtime Rates

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

17:08 Overtime on an Employee's Day Off

An employee who works on his/her day off shall be paid time and one-half (1 ½) for all hours worked.

17:09 * Standby

On-call duty shall be equally divided among the qualified employees.

ARTICLE 18 HOLIDAYS18:01 * Paid Holidays

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

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

and any other day proclaimed as a holiday by the Provincial and Federal Governments.

Employees must work the day before and the day after to qualify for payment of the statutory holiday. The Employer will not deliberately lay off employees to avoid payment of the statutory holiday.

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 before the end of the current year 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

Paid Holiday During Leave

If an employee is sick on the day that the paid holiday is designated, the employee shall be charged for the paid holiday and there shall be no reduction from the employee's sick leave. Notwithstanding Clause 18:03, employees on extended sick leave of twenty (20) days or more will see a one (1) day reduction from his/her sick leave to cover the holiday.

ARTICLE 19 ANNUAL LEAVE19:01 Length of Vacation

The maximum annual leave which a permanent full time, permanent part-time and seasonal employees shall be eligible for in any year shall be as follows:

<u>Years of Service</u>	<u>No. of Days Per Year</u>
0 - 10	15 days
11 -20 years	20 days
21 - over	25 days

The following provisions respecting annual leave shall apply:

- (a) No annual leave may be taken by an employee until he/she has not less than one hundred twenty (120) days of service.
- (b) When an employee has had not less than one hundred and eighty (180) days of service, he/she may anticipate annual leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.
- (c) When an employee becomes eligible for a greater amount of annual leave, he/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months computed to full working days.

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

19:03 Annual leave shall not be taken except with the prior approval of the Town Manager. However, subject to the operational requirements of the Town Council, the Town Manager shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the employee.

19:04 Employees shall have the right to refuse to work during periods of annual leave, except in the case of emergency. In the event an employee

agrees to work during periods of annual leave, he/she shall receive pay at the rate of double (2) time in addition to his/her regular rate of pay. Employees shall be reimbursed for expenses and losses incurred as a result of his/her having to return to work.

- 19:05 * (a) An employee may carry forward to another year annual leave not taken by him/her to a maximum of their yearly entitlement based on Length of Vacation article 19:01.
- (b) Employees must submit yearly vacation by no later than June 1st of current year. Annual leave not submitted by June 1st will be scheduled by the Employer as per operational requirements, unless mutually agreed upon by employee and Employer.

- 19:06 (a) An employee who becomes ill while on annual leave may change the status of his/her leave to sick leave effective the date of notification to the Employer.
- (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.

19:07 For the purpose of this Article, employees who are re-employed by the Employer, within twenty-four (24) months, after layoff or termination may have service prior to layoff or termination credited to them for annual leave purposes.

19:08 Temporary employees shall receive four percent (4%) of his/her earnings for service less than ten (10) years and six percent (6%) of his/her earnings for service ten (10) years and up.

ARTICLE 20 SICK LEAVE

20:01 Definition of Sick Leave

Sick leave means a period of time that an employee is absent from work without loss of pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

20:02 Paid Sick Leave

An employee is eligible to accumulate sick leave with full pay at the rate of one and one-half (1 ½) days for each month of service to a maximum of one hundred eighty (180) days.

20:03 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all scheduled working days absent for sick leave. Absence on account of illness for less than one-half (½) day shall not be deducted. Absence for one-half (½) day or more, and less than a full day shall be deducted as one-half (½) a day.

20:04 Medical Certificate

The Employer may require an employee to submit a medical certificate during any period that an employee is on sick leave. In any event, sick leave in excess of three (3) consecutive working days at any time or six (6) working days in the aggregate in any year shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the Town representative.

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 which is 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

When an employee has used the maximum of sick leave which may be awarded to him in accordance with this Agreement, he may elect, if he is still unfit to return to duty, 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. No employee may be retired/terminated until they have exhausted the accumulated benefits of this Collective Agreement including the rights to recall.

20:07 Sick Leave Records

Upon signing of this Agreement and in January of each year the Employer shall advise each employee, if requested by the employee in writing, of the amount of sick leave accrued to his credit and the number of days of sick leave taken by him/her up to and including the previous 31st 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 workday at his regular rate of pay without deduction from sick leave.

20:09 Sick Leave Credits for the First and Last Month of Employment

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

20:10 Employees traveling for medical reasons shall be permitted to draw from their accumulated sick leave.

ARTICLE 21 LEAVE OF ABSENCE21:01 Negotiation Pay Provision

Representatives of the Union not to exceed one (1) employee shall not suffer any loss of pay or benefits when required to leave his/her employment temporarily in order to carry on or take part in negotiation meetings between the Union and the Employer.

21:02 Leave of Absence for Union Business

The Employer shall grant a maximum of five (5) days per year, without loss of pay or benefits, for purposes of attending Conventions and Education Seminars of the Union.

21:03 Leave of Absence for Full Time Union Representative

An employee who is selected or elected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without loss of seniority or accrued benefits for a period of one (1) year. Such leave shall be renewed each year on request during his/her term of office.

21:04

*

Paid Bereavement Leave

- (a) An employee shall be entitled to bereavement leave with pay as follows:
 - (i) In the case of the death of an employee's spouse, mother, father, brother, sister, child, common-law spouse, child of common-law spouse, three (3) days.
 - (ii) In the case of the death of an employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, aunt uncle or near relative living in the same household, one (1) day.
- (b) If the death of a relative referred to in (a) (i) above and to which three (3) days have been allocated occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with pay not exceeding five (5) days for the purpose of attending the funeral if the funeral is held outside the Province. Such days not to be in addition to those allocated in (a) (i) above.
- (c) In cases where extraordinary circumstances prevail, the Town Manager may grant two (2) additional days other than those referred to in (a) (i) and (ii) above.

21:05

Maternity Leave

- (a) A female employee shall be eligible for maternity leave without pay and without loss of benefits any time after the sixth month of pregnancy and maternity leave may be extended to a maximum of fifty-two (52) weeks provided that she has completed nine (9) months of service with the Employer.
- (b) The Employer will protect the position and accrued benefits of the employee while on maternity leave.

- (c) The employee who has been on maternity leave may return to duty after she has produced a certificate of fitness from her physician and at the same time has given two (2) weeks' notice of her intention to so return.
- (d) While on maternity leave an employee shall accumulate seniority.

21:06 Adoption Leave

Subject to the approval of the Town Manager, special leave without pay for a period of up to fifty-two (52) weeks shall be granted to an employee from one (1) week before the employee legally adopts a child and upon presentation of proof of such adoption provided that he/she has completed nine (9) months of service with the Employer.

21:07 Paid Jury or Court Witness

The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as juror or witness in any Court. The employee will present proof of service that he/she attended as a juror or witness. Any remuneration the employee receives from the Courts will be over and above his/her pay and benefits from the Employer.

21:08 Education Leave

- (a) An employee who is upgrading his/her employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to attend classes and to write examinations required by such course.
- (b) An employee who has been employed for a period of not less than two (2) years and who is upgrading his/her employment qualifications through an Employer approved upgrading course at Vocational School or University shall be entitled to leave of absence without pay and without loss of seniority for a period of up to two (2) years. This is provided the employee returns to work with the Employer after completing the Course. If not the employee's employment will be considered terminated along with his/her rights to recall.

21:09 General Leave

Special leave with pay for a maximum of one week in total shall be granted by the Council in exceptional circumstances to an employee provided that the employee has no current, accrued or accumulated leave available to them.

21:10 Family Leave

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

21:11 Special Unpaid Leave

Upon written request, a permanent employee who has completed five (5) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years' service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted unpaid leave to take another position with the same Employer whether inside or outside the Bargaining Unit.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES22:01 Availability of Salary Cheques

It is agreed that the Employer shall continue to pay salaries every week. Overtime pay will be included in the regular pay cheque for the pay period not later than the next succeeding pay period during which the overtime was earned. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other payroll deductions.

22:02 Pay on Temporary Transfers, Higher Rated Job

- (a) An employee required to fill temporarily a position for which is paid a higher rate of salary than that paid for the employee's regular agreed work shall receive the rate of pay for the position filled. This will apply only to the extent that the employee fills his/her position for a maximum of one-half (½) of his/her normal workday.
- (b) An employee required to fill a position for which is paid a lower rate of salary than that paid for such employee's regular work shall not receive any reduction in pay for reason thereof.

22:03 Vacation Pay

An employee with more than one (1) year of service or an employee who has earned at least two (2) weeks' vacation, upon giving at least two (2) weeks' notice prior to the pay day preceding the office day on which he/she wishes to receive his/her advance payment, shall receive prior to commencement of his/her annual vacation any regular pay cheque(s) which may fall due during his/her vacation.

22:04 Transportation

When, in the course of his/her duty, an employee is 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 of forty cents (40¢) per kilometer. Employees have the right to refuse to utilize their own vehicles for the Employer's business.

ARTICLE 23 STRIKES AND LOCKOUTS

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

ARTICLE 24 TERMINATION OF EMPLOYMENT

24:01 Except in the case of dismissal for just cause, twenty (20) working days' notice in writing shall be given to permanent or probationary employees

whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

- 24:02 Except in the case of dismissal for just cause, five (5) working days' notice in writing shall be given to temporary, provided that such employees are not hired for a specified time period or specific task. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- 24:03 Permanent and probationary employees shall give the Town Manager twenty (20) working days' written notice and seasonal, temporary and part-time employees shall give ten (10) working days' written notice of intention to terminate employment.
- 24:04 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the Employer and the employee.
- 24:05 The period of notice may be reduced or eliminated by mutual agreement.
- 24:06 Upon termination of service, an employee shall receive pay for all his/her earned current and accrued leave not taken by him/her prior to the date of termination of his/her services plus pay for his/her accumulated annual leave up to a maximum of fifteen (15) days not taken by him/her prior to the date of termination of his/her services.

ARTICLE 25 EMPLOYEE BENEFITS

25:01 Workers' Compensation Pay Supplement

- (a) Pending a settlement of an insurable claim, the employee shall receive an amount equal to the amount that would be payable from Workers' Compensation, subject to the requirement that payment from the Commission in lieu of salary shall go directly to the Employer from the Commission. Payments made under this Clause shall not be deducted from an employee's accumulated sick leave credits, except in the event that the commission deems the accident to be non-compensable.
- (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 work 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.

ARTICLE 26 REGISTERED RETIREMENT PLAN

26:01 A voluntary Joint Registered Retirement Plan will be set up for employees to be cost-shared on a 50/50 basis by the employee and the Employer. The employee's portion being one thousand two hundred fifty dollars (\$1250) and the Employer's portion being one thousand two hundred fifty dollars (\$1250) for a maximum amount of two thousand five hundred dollars (\$2500) per year.

ARTICLE 27 SEVERANCE PAY

27:01 * (a) An employee who has five (5) or more years of continuous full-time service in the employ of the Town council is entitled to be paid on termination due to retirement, disability retirement, or in the event of death to the employee's estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his/her weekly salary.

* (b) Effective date of signing there should be no further accumulation of service for severance pay purposes.

27:02 For the purpose of this Article, periods of authorized leave shall be regarded as continuous service when determining the total amount of service of an employee.

27:03 Group Insurance

All Employees shall have the option of enrolling in the Blue Cross Insurance Plan. The premiums will be cost shared on a 50/50 basis between the employee and the Employer.

ARTICLE 28 TECHNOLOGICAL CHANGE28:01 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.

28:02 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.

28:03 Training Benefits

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

28:04 (a) When an affected employee elects not to avail of training, for just cause, as provided for under Clause 28:03, he/she shall exercise their rights as per Article 15 of the Agreement.

(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.

28:05 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 retrain in accordance with Clause 28:03.

ARTICLE 29 EFFECT OF LEGISLATION29:01 Continuation of Acquired Rights

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

ARTICLE 30 CONTRACTING OUT

30:01 The Employer agrees that present employees shall suffer no loss of pay or benefits as a result of contracting out. This is provided the existing employee(s) are not qualified or not available to do the work being contracted out.

30:02 * Town workers are responsible for Maintenance and Operations in the Siki Bennett Memorial Stadium as directed by the Employer.

ARTICLE 31 PROTECTIVE CLOTHING

31:01 * The Employer shall supply the following safety equipment:

hard hat
 protective glasses
 two (2) pairs gloves
 dust masks
 noise suppressors
 breathing apparatus for ice plant
 coveralls (1 paid annually)

and will offer a yearly amount upon twelve (12) months of accumulated service of five hundred (\$500) for safety boots, rain clothes and winter clothes to outside workers or where job warrants, paid upon production of receipt to the Employer.

31:02 The Employer agrees that effective the date of signing, to provide all tools necessary for the performance of the duties of the Bargaining Unit employees.

ARTICLE 32 AMENDMENT BY MUTUAL CONSENT

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

ARTICLE 33 TRAVEL ON EMPLOYER'S BUSINESS

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

(a) Forty dollars (\$40) per day:

 Breakfast - ten dollars (\$10)
 Lunch - fourteen dollars (\$14)
 Dinner - sixteen dollars (\$16)

 In addition to the meal allowance the Employer agrees to pay a twenty-five dollar (\$25) per diem for each full day on travel status.

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

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

33:03 An employee shall be entitled to one (1) long distance telephone call per day while travelling on Employer business. Duration of such call shall be five (5) minutes.

33:04 An employee required to travel on the Employer's business shall be deemed to be working for the Employer.

ARTICLE 34 SALARIES

34:01 The rates of pay for all employees covered by this Agreement are as set forth in the attached Schedule "A" which Schedule shall form part of this

Agreement.

ARTICLE 35 JOB CLASSIFICATION

35:01 Job Classification

Any job classifications, which may be established during the life of this Agreement and not negotiated on during the period of negotiations of this Agreement shall be subject to negotiations between the Employer and the Union during the term of this Agreement. If the parties hereto fail to reach agreement during such negotiations, the matter may be submitted by either party for a decision to an Arbitration Board in accordance with the provisions of Article 9 of this Agreement.

35:02 Job Descriptions

The Employer agrees to provide job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union within six (6) months of signing of the Collective Agreement and shall become the recognized job descriptions.

35:03 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he/she is unfairly or incorrectly classified 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 position was first filled by the employee.

35:04 No Elimination of Present Classifications

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

ARTICLE 36 DURATION

36:01 * Except as otherwise provided, this Agreement shall be effective from the date of signing and shall remain in full force and effect until September 11, 2027.

36:02 Agreement to Remain in Effect

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

36:03 Notice to Terminate of Amendment

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

ARTICLE 37 JOB SECURITY - SUCCESSOR RIGHTS

37:01 In the event the Council, the Commission or any representatives of the Employer agree that the municipality of the Town of St. Georges 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.

37:02 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to endeavour 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 38 PAST PRACTICE

38:01 The Employer agrees to continue any benefits employees presently enjoy which are not included in the Collective Agreement or that are greater than those provided for in the Collective Agreement.

ARTICLE 39 SEXUAL AND PERSONAL HARASSMENT

39:01 * The Employer agrees that in accordance with the provisions of the Newfoundland and Labrador Human Rights Act, there shall be no discrimination with respect to any matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise because of race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, and political opinion or activity in the Union.

SCHEDULE "A"**SALARIES**

All classifications shall be increased as follows:

September 12, 2023	\$1.25
September 12, 2024	\$0.75
September 12, 2025	\$0.75
September 12, 2026	\$0.75

CLASSIFICATIONS	SEPT. 12, 2023	SEPT. 12, 2024	SEPT. 12, 2025	SEPT. 12, 2026
Lead Hand	\$27.91	\$28.66	\$29.41	\$30.16
Assistant Lead Hand	\$26.48	\$27.23	\$27.98	\$28.73
Secretary/ AR Clerk	\$22.53	\$23.28	\$24.03	\$24.78
Labourer	\$22.19	\$22.94	\$23.69	\$24.44
Equipment Operator	\$25.05	\$25.80	\$26.55	\$27.30
Rink Attendant	\$23.39	\$24.14	\$24.89	\$25.64
Rink Attendance (Lead)	\$25.57	\$26.32	\$27.07	\$27.82
Town Clerk	\$26.40	\$27.15	\$27.90	\$28.65

\$0.50/hour incentive per Employer determined certification. For example:

1. Waste Water Collection
2. Water Operator
3. Refrigerator Certificate/ Operator as deemed competent by Employer.

SIGNED this 13 day of July, 2023.

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

ON BEHALF OF THE ST. GEORGE'S TOWN COUNCIL:

Conrad White

Rhonda Sheppard

Joe Blanchard

[Signature]

Sharon O'Neill-Jarsons
Virginia (Gen) League

[Signature]
WITNESS

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

Jerry Ford

Kenny Lee

Claude Borne

[Signature]

[Signature]
WITNESS