



Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

between

THE TOWN OF GRAND BANK

and

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

(January 1, 2023 to December 31, 2026)

THIS AGREEMENT made this 20th day of June, Anno Domini,
Two Thousand and Twenty-Three;

BETWEEN:

THE TOWN OF GRAND BANK

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

ARTICLE 2 MANAGEMENT RIGHTS

- 2:01 The Union recognizes and agrees that all the rights, powers, and authority both to operate and manage the 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) "Council" is the Council of the Town of Grand Bank.
 - (c) "Day of rest" means 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) "Employer" means the Town of Grand Bank as represented by Council.
- (h) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday.
- (i) "Layoff" means the termination of employment of an employee because of lack of work or because of the abolition of a post but retains all rights in accordance with Article 13.
- (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 months and includes a calendar month in which an employee is absent on special leave.
- * (l) "Notice" means notice in writing via email or by certified or registered mail.
- (m) "Overtime" means work performed by an employee in excess of his/her scheduled work day or work week, if and only if his/her work day exceeds eight (8) hours per day or forty (40) hours per week.

- (n) "Part-time employee" means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- (o) "Permanent employee" means a person who has completed his/her probationary period and is employed on a full or part-time basis without reference to any specified date of termination of service.
- (p) "Probationary employee" means a person who is employed on a full or part-time basis but who has worked less than the prescribed probationary period.
- (q) "Probationary Period" means a period of six (6) months or 1040 regular hours from the date of employment, whichever is greater.
- (r) "Promotion" 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 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 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-re-assignment in various positions because of the nature of their work.
- (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 for a specific period for the purpose of performing certain specified work and whose employment may be laid off at the end of such period or on completion of such work but does not include seasonal or probationary employees.

- (x) "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.
- (y) "Year" means the period extending from the first day of January in one year to the thirty-first day of December in the same year.
- (z) "Vacancy" means an opening which is either permanent, part-time or a temporary nature for more than four (4) weeks as outlined in Article 14.
- (aa) "Weekday" means any eight (8) hour working day Monday through Saturday.
- (bb) "Bargaining Unit" means all employees affected by this contract and as per the Certification Order presented by the Labour Relations Board.
- (cc) "Reasonable time" means within the working day of the office staff and when the aggrieved employee is not working.
- (dd) "Casual employee" means an employee who is hired for casual work, on an hourly or daily basis, and who may be terminated after completing such work. The casual employee shall not gain seniority for recall rights, however if rehired for casual employment, shall share in the work as equally as possible among the casual employees who are qualified to perform the available work.

ARTICLE 4 RECOGNITION

- 4:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees as listed in the Certification Order issued by the Labour Relations Board, and any class or position as mutually agreed between the parties since the above-noted Order was issued and all employees whose place of employment is other than the Council's Office.
- 4:02 Any unresolved dispute on future inclusions or exclusions in the Bargaining Unit will be referred by either party to the Labour Relations Board for adjudication.

4:03 Work of the Bargaining Unit

Persons who are not within the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit. Subject to the right of Council to have delinquent taxpayers work for the Town up to a maximum of six (6) weeks.

4:04 No Other Agreements

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

4:05 No Discrimination - Employer Shall Not Discriminate

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

4:06 In the interest of maintaining a harmonious relationship between the Council, its employees and the Union, both parties to this Agreement recognize the value and rights of Shop Stewards and Local President. By investigating complaints of an urgent nature, investigating, preparing and presenting grievances on behalf of employees, carrying out assigned safety committee responsibilities, and attending management meetings when requested, it is hoped that Shop Stewards will encourage and protect a proper Employer/employee relationship in the work place.

4:07 Bulletin Boards

The Union shall have the right to post its notices upon the Employer's bulletin board at the Town Garage. The use of such bulletin board facilities shall be restricted to the business affairs of the Employer and the Union.

4:08 Union Access

(a) Employees shall have the right at any time to have the assistance of a full time representative of the Union on all

matters relating to Employer/employee relationships. Union representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from their Supervisor.

- (b) Permission to hold meetings on the premises shall in each case be obtained from the Employer and such meetings shall not interfere with the operation of the Employer.

ARTICLE 5 UNION SECURITY

5:01 Subject to Clause 4:03, all employees within the Bargaining Unit shall become and remain members in good standing of the Union as a condition of employment. Any new employees within the scope of the Bargaining Unit shall as a condition of employment become members in good standing at the commencement of their employment.

5:02 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 Council by the Union, the employee will receive a copy.

5:03 New employees hired will be provided with the name of the Shop Steward(s). Where a Shop Steward is available, the employee will be introduced to him/her as soon as possible.

5:04 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

ARTICLE 6 CHECK-OFF

- 6:01 The Employer shall deduct from the salary or wages of all employees within the Bargaining Unit the amount of membership dues and forward same monthly to the Union accompanied by a list of employees showing:
- (a) the contributions of each;
 - (b) the employee's full name and classification and social insurance number; and
 - (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 Union during the current year will be recorded on this T4 statement.
- 6:03 The Union shall inform the Employer of the authorized deductions to be made.

ARTICLE 7 CORRESPONDENCE

- 7:01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Town Manager and the President of the Union and a copy to the Chief Shop Steward.

ARTICLE 8 GRIEVANCE PROCEDURE

8:01 Definition of Grievance

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

8:02 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards to assist any employee in

preparing and presenting his/her grievance in accordance with the Grievance Procedure.

8:03 Shop Stewards

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

8:04 Names of Stewards

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

8:05 Processing of Grievances

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

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.

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 three (3) working days after becoming aware of the occurrence of the grievance, together with his/her Shop Steward bring the grievance to the attention of his/her Supervisor. Every reasonable effort shall be made to resolve the grievance at this step.

Step 2

Should Step 1 fail to satisfy the aggrieved employee then he/she has an additional five (5) days to submit the grievance in writing clearly stating all and any Articles being grieved to the Town Manager who shall within a further five (5) days give his/her reply. 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, an employee or the Union, within five (5) days may submit the grievance in writing to the Town Manager 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).

Step 4

Failing settlement being reached at Step 3 either party may refer the dispute to grievance mediation within ten (10) calendar days.

Step 5

Failing settlement being reached in Step 4 either party may refer the dispute to arbitration within ten (10) calendar days.

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 the Article then the grievance shall be deemed to be upheld and the redress sought implemented.

8:09 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement the 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 shall be in writing at all steps.

8:12 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meeting provided it can be accommodated on the Employer's premises.

8:13 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 30:01 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 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 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 thirty (30) 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 (1/2) 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 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 COMMITTEE

10:01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall

be duly notified in writing as to the names of the, 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 every three (3) months 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

- (a) The meetings of the Committee shall be chaired by the Employer's representative and the Vice-Chairperson will be selected by the Union.
- (b) The Chairperson shall rotate each meeting between Employer and Union.

10:05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson and Vice-Chairperson as promptly as possible after the close of the meeting. The Chairperson and Vice-Chairperson shall each receive four (4) copies of the minutes within three (3) days following the meeting.

10:06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the 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 STATE OF EMERGENCY DUE TO WEATHER CONDITIONS

11:01 Adverse Weather Conditions

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

1. All employees are required to report to work.
2. When an employee, through no fault of his/her own, is unable to report to work because of a declared state of emergency, except for snow clearing, such employees shall suffer no loss of pay or other benefits, nor shall he/she be required to make up, in any way, for time lost due to not reporting for work.
3. Notwithstanding Clause 11:01 (a) (1) above, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with their terms of Clause 11:01 (a) (2) above.
4. For the purpose of this Article, the Employer is defined as the Town Manager or his/her designated representative at the Grand Bank Town Council.

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

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

12:01 * (a) Probationary period

The probationary period shall be seven (7) months or 1200 regular work hours, whichever is greater, for all employees. It is agreed that the probationary period for part-time and casual employees shall be equal in working hours to that of a full time employee.

(b) Discharge Procedure

The Employer has and has had the right to discipline and discharge employees for just cause. However, any employee who is past the probationary period and 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.

(c) Termination of Probationary Employees

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

12:02 Unjust Suspension or Discharge

Should it be found upon investigation through grievance 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 proceeding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Employer, Union and the employee, or in the opinion of an arbitrator, if the matter is referred to an arbitrator.

12:03 Warnings

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infractions 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 five (5) days of the incident, give written particulars of such censure to the employee involved.

12:04 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within five (5) 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 a 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 twenty-four (24) months have elapsed. (It is not the intention of this section to require an immediate check of each employee's file and the removal of such correspondence, but as files are checked for various reasons, any such reprimands, warnings, etc., will be removed as agreed to under this Article. An employee who has been granted access to his/her file and comes upon such a document has the right to require the Employer to have it removed.)

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 Council Office. An employee shall, at any reasonable time, be allowed to inspect his/her personal file, and shall be accompanied by a representative of the Employer and may be accompanied by a representative of the Union, if he so desires.

12:06 May Omit Grievance Steps

An employee considered by the Union to be wrongly or unjustly discharged or suspended or subject to disciplinary action, shall be entitled to a hearing under Article 8, Grievance Procedure. Such grievance shall commence at Step 3 of the Grievance Procedure.

ARTICLE 13 SENIORITY

13:01 Seniority Defined

- (a) Seniority is defined as the length of service in accumulated hours of work (regular hours) with the Employer and shall date from the original date of hire. Where a person has been justly discharged and/or where an employee has been laid off for a period in excess of twenty-four (24) months, then seniority would date only from the most recent hiring. Seniority shall operate on a Bargaining Unit wide basis and be updated on an annual basis.

Casual Employees

- (b) (i) Notwithstanding Clause 13:01 (a), casual employees shall not accrue seniority, except in the case where they subsequently qualify for employment in a full time or seasonal position, at which time their seniority shall date back to the original date of hire.
- (ii) Notwithstanding Clause 13:01 (a), casual employees shall accrue seniority on a day to day basis for any periods of employment in a temporary position, subject to Clauses 13:01 (a), 13:01 (b) and 13:04.
- (iii) Notwithstanding Clause 13:01 (a), casual employees shall be entitled to holiday pay in accordance with the Collective Agreement.

- (iv) Casual employees shall have no other benefits related to their employment except as provided in this Article.

13:02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service with the Employer commenced. An up-to-date seniority list shall be sent to the Union and posted in January of each year.

If the seniority list is deemed to be incorrect by the Union or an employee, the Employer must be so informed, in writing, within thirty (30) calendar days of the posting of the list. Otherwise, the list, as prepared, is in effect for a six (6) month period.

13:03 Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary basis in compliance with Clause 12:01 of this Agreement. Subject to Clause 13:01 (b) during their probationary period such employees shall be entitled to all benefits and rights of this Agreement except clothing benefits which will come into effect upon completion of the probationary period.

Employees who are rehired by the employer within a twenty-four (24) month period who did not complete their probationary period when previously employed, shall have that time credited to them in the completion of their probationary period.

13:04 Loss of Seniority

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

- (a) he/she is discharged for just cause and is not re-instated by an Arbitrator or under the Grievance Procedure;
- (b) he/she resigns or retires and is not re-employed within three (3) working days.
- (c) he/she is absent from work in excess of three (3) working days without the approval of the Town Manager or without sufficient cause;
- (d) he/she fails to return to work within five (5) working days following a layoff and after being notified by registered or

hand delivered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the employee to keep the Town Manager or his/her 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 one (1) working day, notify the Town Manager whether or not he/she will return to work;

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

13:05 (a) Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without his/her consent.

An employee permanently transferred outside the Bargaining Unit shall lose all seniority in the Bargaining Unit.

- (b) Notwithstanding Clause 13:05 (a), employees on a temporary transfer will continue to accumulate seniority while on such an assignment.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14:01 Job Postings

When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall post a notice of the position in accessible places in the Employer's premises for a period of not less than seven (7) calendar days. Copies of all postings may be supplied concurrently to the Chief Shop Steward.

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

- (a) No position will be filled from outside the Bargaining Unit until the applications of present employees have been fully processed.
- (b) Employees shall be notified in writing why their applications for a position have been denied.

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;
- (c) that the qualifications set by the Employer will determine the position.

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 that the applicant's qualifications meet the required standards for the new position as advertised in the job posting.

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 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, if not redundant, and if redundant, then to a comparable position, wage or salary rate of his/her former position, and without loss of seniority if such a comparable position is available. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to his/her former or to a comparable position, wage or salary rate, without loss of seniority, if such a comparable position is available.

14:06 Notification of Successful Applicant

Within seven (7) working days of the date of 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 is able to perform, provided that a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority.

14:08 Disabled Employee's Preference

An employee who has been incapacitated at his/her work by injury or compensational occupation disablement, and is unable to perform his/her regular duties, will be employed in other work which he/she is able to satisfactorily perform, provided that a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority.

14:09 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, provided that the employee's age does not exceed sixty-five (65) years, and provided also that a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority.

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 in reverse order of their seniority, provided that those employees being retained are qualified to perform the work required. In such event, a laid off employee shall have the right to bump a junior employee.

15:02 Recall Procedure

Employees shall be recalled in order of seniority provided that those employees being recalled are qualified to perform the work 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 full time employees who are to be laid off no less than thirty (30) calendar days prior to effective date of layoff. All other classes of employees shall be given fourteen (14) calendar days' notice prior to effective date of layoff. If, through no fault of his/her own, the employee has not had an opportunity to work the days of notice as provided in the Clause, he/she shall be paid wages or salary, exclusive of overtime, that he/she would have earned during the notice period.

ARTICLE 16 HOURS OF WORK

16:01 The scheduled work week shall be forty (40) hours per week, Monday through Saturday, and the scheduled work day shall be eight (8) consecutive hours per day, 8:00 a.m. to 5:00 p.m., exclusive of a one (1) hour meal break.

16:02 * (a) Summer hours shall be scheduled over a four (4) month period from the Monday of the May 24th weekend to

Monday after the Labour Day weekend. All outside workers shall work from 8:00 a.m. to 4:30 p.m., exclusive of a one (1) hour meal break. For time worked in excess of the summer work week outlined in the above paragraph, payment will be made in accordance with the overtime rates set out in Article 17.

(b) During summer hours, work will commence at 7:45 a.m. and finish at 4:00 p.m. Employees will forfeit the fifteen (15) minute break in the afternoon during summer hours.

16:03 Subject to 16:02 (b), employees shall be permitted two (2) fifteen (15) minute rest periods per shift.

16:04 The days of rest for employees shall be in accordance with current practice.

16:05 Between the period of January 1st and March 31st, the Employer may elect to implement a shift system for the Equipment Operators, for the purpose of ice and snow control only, providing the following conditions are met:

(i) During the period in which a shift is implemented, employees will be paid a shift premium of eighty cents (80¢) per hour in addition to their regular rate of pay for all hours worked outside the normal work day (8:00 a.m. - 5:00 p.m.), provided overtime rates do not apply.

16:06 There shall be no split shifts.

ARTICLE 17 OVERTIME

17:01 Definition of Overtime

(a) Full time Employee

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 Employee

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

(c) Approval of Overtime

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

17:02 Normal Overtime Rate

(a) The normal overtime rate shall be either pay, or time off, at the rate of time and one half (1/2).

(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.

(c) An employee who banks overtime may request payment for such banked overtime at any time. The maximum number of banked hours in a calendar year is eighty (80). This includes any hours brought forward.

17:03 (a) Meal Periods

An employee recalled to work during his/her meal period shall be paid double time (2) for all time worked during the meal period, to a maximum of two (2) hours of pay.

(b) For the purpose of this Agreement, recall shall be defined as recall once you have left your place of work.

(c) Notwithstanding Clause 17:03, employees who are required to work straight through his/her meal period, will be paid the rate of time and one half (1½) his/her regular rate of pay for all time worked during the meal period.

- (d) Where possible, the Employer will provide at least twelve (12) hours notice when an employee is required to work his or her meal period.

17:04 Sharing of Overtime

- (a) Overtime and callback shall be divided equally among employees in the same classification who are qualified to perform the available work. Overtime shall not be refused except when mutually agreed by the Employer and employees.
- (b) Employees who refuse to work overtime by mutual agreement will be charged with the hours refused for the purposes of equalization of overtime.
- (c) Employees who refuse overtime due to medical reasons will not be charged with the overtime hours refused for the purposes of equalization of overtime.
- (d) The overtime average will be calculated at the end of each year.
- (e) Hours of overtime worked by bargaining unit employees shall be posted by the Employer on a quarterly basis in an accessible place.

17:05 * Callback

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

17:06 No Layoff to Compensate for Overtime

A full time 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 for which the employee is receiving pay 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 is required to work on Sunday shall be paid double time (2) for all hours worked.

17:09 Standby

- (a) An employee required to perform standby duty shall be paid three dollars (\$3.00) per hour for each hour he/she is required to be available for recall to work.
- (b) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.
- (c) On call duty shall be equally divided among the qualified employees.
- (d) All standby shall be scheduled and posted in accessible places in the workplace.
- (e) Employees shall not have the right to refuse standby and/or callback, unless mutually agreed between Employer and employee.

17:10 The Employer has the right to deploy the Assistant Superintendent for a forty (40) hour week Monday through Sunday inclusive. Overtime shall be paid thereafter at the applicable overtime rate. Furthermore, unless otherwise mutually agreed upon, the Assistant Superintendent shall work alternate weekends.

17:11 Employees who are required to work in live sewers shall receive one-half (½) his/her regular rate of pay in addition to any other applicable pay for all hours of work. A minimum of one hour (1) shall be paid for sewer work. For the purpose of this Article, live sewer is defined as pumping sewers, snaking sewer lines, cleaning and repairing broken sewer lines and cleaning out manholes.

ARTICLE 18 HOLIDAYS

18:01 Paid Holidays

Employees shall receive one (1) day paid leave for each of the sixteen (16) holidays as follows:

- (a) New Year's Day
- (b) St. Patrick's Day
- (c) Good Friday
- (d) St. George's Day (this day will be a floater which an employee may choose to use at another date throughout the year).
- (e) Commonwealth Day
- (f) Discovery Day (this day will be a floater which an employee may choose to use at another date throughout the year).
- (g) Memorial Day
- (h) Orangeman's Day (this day will be a floater which an employee may choose to use at another date throughout the year).
- (i) Civic Holiday
- (j) Labour Day
- (k) Thanksgiving Day
- (l) Armistice Day
- (m) All of Christmas Eve provided work for the day is completed and only if Christmas Eve falls on a regular work day.
- (n) Christmas Day
- (o) Boxing Day
- (p) All of New Year's Eve provided work for the day is completed and only if New Year's Eve falls on a regular work day.

And any other day designated as a holiday by the Provincial Government.

18:02 (a) Compensation for Holidays Falling on Scheduled Days Off

When any of the aforementioned paid holidays fall on the employee's scheduled day off, the employer shall add one (1) day to the employee's annual leave for that year.

(b) 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 double time (2) for each hour worked, in addition to the regular pay he/she is entitled to under Clause 18:01.

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.

ARTICLE 19 ANNUAL LEAVE

19:01 Vacation pay will be paid to each employee hired after December 31, 1988 in accordance with the scale hereto.

1. Less than one (1) year - 4%
2. One (1) to nine (9) years - 6%
3. Ten (10) to twenty (20) years - 8% (4 weeks)
4. Over twenty (20) years - 10% (5 weeks)

* Vacation pay will be paid to new employees hired after January 1, 2016:

1. One (1) year to three (3) years - 4% (two weeks)
2. Three (3) to ten (10) years - 6% (three weeks)
3. Over ten (10) years to twenty (20) years - 8% (four weeks)
4. Over twenty (20) years - 10% (five weeks)

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.

Part-time employees working more than fifty percent (50%) of the scheduled weekly hours of work shall be entitled to annual leave in accordance with this Article on a pro rata basis.

19:02 For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than one-half (1/2) of the

days in the first or last calendar month of his/her service shall in each case be deemed to have had a month of service.

- 19:03 (a) Annual leave shall not be taken except with the prior approval of the Town Manager. However, subject to the operational requirements of the Town Council, the Town Manager shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the employee.
- (b) Employees will be considered to have commenced annual leave following their last day worked before proceeding on approved annual leave.

19:04 Subject to the requirements of the Town Council, the Town Manager will make every reasonable effort not to recall an employee to duty after he/she has proceeded on annual leave.

- 19:05 (a) An employee may carry forward for one year, a maximum of his/her annual leave entitlement not taken by him/her in the previous year. If he/she does not take annual leave in the year then he/she may be paid these holidays not taken. It is understood that the employee's annual leave schedule is subject to approval from the Employer.
- (b) Notwithstanding 19.05 (a), the Employer agrees that consideration will be given to allowing employees to carry forward more than the aforementioned maximum where such employees make a request, in writing, to Council, subject to Council's approval.

Employees who have been permitted, in the past, to carry forward more than the maximum, shall continue to do so, however, must request, in writing, to Council to carry forward any further accumulation, subject to Council's approval.

- 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 upon certification by a medical doctor.
- (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 after layoff or termination of less than twenty-four (24) months, except in the case of dismissal, may have service prior to layoff or termination credited to them for annual leave purposes.

ARTICLE 20 SICK LEAVE

20:01 Sick Leave Defined

- (a) Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) To qualify for paid sick leave an employee must advise his/her Supervisor of his/her inability to report for work at least one-half ($\frac{1}{2}$) hour before the start of the next regular shift. This provision would not apply in a case where the nature of the ailment makes it impossible for the employee or his/her spouse to report to the Supervisor. Failure to advise the Employer, the employee will be considered absent without pay.

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 for a total of two hundred (200) days for each employee.
- * (b) New employees hired after January 1, 2016, are eligible to accumulate sick leave with full pay at the rate of one and one quarter ($1\frac{1}{4}$) day for each month of service for a total of one hundred and twenty (120) days for each employee.

20:03 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all scheduled working days absent for sick leave.

20:04 Proof of Illness

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

20:05 Sick Leave During Leave of Absence or 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 credits 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, in the event of illness in excess of fifteen (15) days, an extension of his/her sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon his/her return to duty with the Employer from his/her existing or his/her after acquired normal monthly accumulation of sick leave.
- (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, 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. Medical certificates shall be submitted as required by the Employer.
- (c) Employees on sick leave without pay in accordance with this Article shall continue to accumulate seniority except where they would have been otherwise laid off.

20:07 Sick Leave Records

In January of each year the Employer, upon request of the employee, shall advise each employee of the amount of sick leave accrued to his/her credit and the number of days of sick leave taken by him up to and including the previous 31st day of December.

20:08 Sick Leave During Special Leave Without Pay

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

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

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

ARTICLE 21 LEAVE OF ABSENCE

21:01 Negotiation Pay Provision

Representatives of the Union not to exceed two (2) employees shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on or to take part in negotiation meetings between the Union and the Employer. Notwithstanding the above, the schedule of such meetings shall be mutually agreed upon.

21:02 Grievance and Arbitration Pay provision

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

21:03 Leave of Absence for Union Business

(a) Upon written request by the Union to the Town Manager, leave of absence with pay and without loss of benefits shall be granted by the Town Manager to employees

elected or appointed to represent the Union at Union functions, including the functions listed in paragraph (b) hereof, up to a limit of a total of five (5) working days per year accumulated for the entire Bargaining Unit. On reasonable notice to the Town Manager, an additional ten (10) days shall be granted without pay and without loss of seniority, if the above number of days proves to be insufficient for such Union functions. Leave of absence without pay shall be granted to the Executive and/or Shop Steward to attend Executive and Committee Meetings of the Union, its affiliated or chartered bodies.

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

21:04 Leave of Absence for Full Time Union Representatives

An employee who is selected or elected for a full time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without loss of seniority or accrued benefits for a period of one (1) year. Such leave shall be renewed each year, on 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, stepchild, spouse, common-law spouse, legal guardian, grandmother, grandfather, mother-in-law, father-in-law, grandchild or near relative living in the same household, three (3) consecutive days.

In the case of the death of an employee's aunt, uncle, sister-in-law, brother-in-law, daughter-in-law, son-in-law, one (1) day with pay.

- (b) If the death of a relative referred to in Clause 21:05 (a) and to which three (3) days has been allotted occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with pay not exceeding four (4) days for the purpose of attending the funeral. Such days not to be in addition to those allotted in Clause 21:05 (a).
- (c) In cases where extraordinary circumstances prevail, the Town Manager may grant two (2) additional days other than those referred to in Clause 21:05 (a) and (b).

21:06 Maternity/Adoption/Parental Leave

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

(g) Illness Associated with Pregnancy

An employee may be awarded sick leave for illness that is the result of or may be associated with pregnancy if credits are available.

(h) An employee on leave under this Article may return to work after giving two (2) weeks' notice of his/her intention to return.

(i) While on leave under this Article, employees may request copies of job postings to be forwarded to them.

(j) Maternity/Adoption/Parental leave shall be defined as a period where an employee can demonstrate he/she requires leave related to the birth of a child or the adoption of a child.

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 received from the Court will be deducted from his/her pay and benefits from the Employer.

21:08 Education Leave

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

21:09 General Leave

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

21:10 Family Leave

(a) Subject to Clause 21:11 (b), (c) and (d), an employee who is required to:

- (i) attend to the temporary care of a sick family member living in the same household;
- (ii) attend to the needs relating to the birth of an employee's child;
- (iii) accompany a dependant family member living in the same household on a dental or medical appointment;
- (iv) attend meetings with school authorities;
- (v) attend to the needs relating to the adoption of a child; and
- (vi) attend to the needs related to home or family emergencies;

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

- (b) In order to qualify for family leave, the employee shall:
 - (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required; and
 - (iii) where appropriate, and in particular with respect to (iii), (iv) and (v) of Clause 21:11 (a) have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave, but shall be entitled to change family leave to bereavement leave or sick leave.
- (d) A temporary employee shall only be granted family leave if he/she reports to work following a recall and subsequently qualifies for family leave during that period for which he/she was recalled.

21.11 Compassionate Leave

- (a) Employees are entitled to compassionate care benefits under this Article to provide care or support to an ill family member who needs care or support and is at significant risk of death within twenty-six (26) weeks.
- (b) An employee is entitled to a maximum of eight (8) weeks leave under this Clause.
- (c) An employee may return to duty after giving his/her Employer two (2) weeks' notice of his/her intention to do so.
- (d) The employee shall resume his/her former position and salary upon return from leave with no loss of accrued benefits.
- (e) Periods of leave under this Clause shall count for seniority, and shall not be considered a break in service for the purpose of severance pay.
- (f) For the purpose of this Clause, a family member shall be defined as:
 - (i) your child or the child of your spouse or common-law partner;
 - (ii) your wife/husband or common law partner;
 - (iii) your father/mother;
 - (iv) your father's wife/mother's husband;
 - (v) the common-law partner of your father/mother.
- (g) For the purpose of this Clause, common-law partner means a person who has been living in a conjugal relationship with that person for at least a year.
- (h) An employee may request compassionate care leave, without pay, to provide care or support to a gravely ill family member with a significant risk of death within twenty six (26) weeks.

- (i) Employees on leave under this Clause who are part of the Group Insurance Plan, may be permitted to continue to pay premiums on a one hundred percent (100%) basis.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22:01 Availability of Salary Cheques

It is agreed that the Employer shall continue to pay salaries every week. Overtime pay will be included in the regular pay cheque for the pay period next succeeding the pay period during which the overtime was earned. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other payroll deductions.

22:02 Pay on Temporary Transfers, Higher Rated Job

- (a) An employee required to fill temporarily a position for which is paid a higher rate of salary than that paid for the employee's regular agreed work shall receive the rate of pay for the position filled. This will apply only to the extent that the employee fills this position for any period.
- (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

- (a) 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 twenty-nine cents (29¢) per kilometer. This rate may be adjusted with Council's travel policy; but at no time should the rate drop below twenty-nine cents (29¢) per kilometer. An employee shall not, except with the prior written approval of the Town Manager, be entitled to reimbursement for transportation from his/her residence to his/her work place or vice versa. Employees have the right to refuse to utilize their own vehicles for the Employer's business.

- (b) Payment for the use of private vehicles on the Employer's business shall be limited to the mileage rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.
- (c) No employee shall be entitled to transportation from his/her place of residence to his/her place of employment or vice versa in the Employer's vehicle.

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, thirty (30) calendar days notice, in writing, shall be given to permanent employees and fourteen (14) calendar days' notice, in writing, shall be given to part-time, temporary, and seasonal employees whose services are to be terminated provided that such employees are not hired for a specified time period. If such notice is not given, the employee shall be paid for the number of days which the period of notice was reduced.

24:02 Permanent employees shall give the Town Manager thirty (30) days' written notice. All other classes of employees, except casuals, shall give the Town Manager fourteen (14) calendar days' written notice of intention to terminate employment. If

such notice is not given, the employee shall have deducted from any monies owed to him/her the number of days by which the period of notice was reduced.

- 24:03 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.
- 24:04 The period of notice may be reduced or eliminated by mutual agreement.
- 24:05 Upon termination of service an employee shall receive pay for all earned and accrued annual leave, not taken by him/her prior to the date of termination of his/her services provided, however, that any indebtedness to the Employer shall be deducted from such payment.

ARTICLE 25 GROUP INSURANCE

- 25:01 The Employer shall continue to provide a Group Insurance Plan acceptable to the Union.
- (a) The Employer will pay fifty percent (50%) of the premiums of the Group Insurance Plan.
 - (b) When an employee is on extended leave without pay then the employee may pay the full premium in order to maintain coverage while on such leave.
 - (c) A summary of the general provisions and benefits of the Plan is to be distributed to all employees and a copy is to be forwarded to the Union.

ARTICLE 26 TECHNOLOGICAL CHANGE

26:01 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 Union of the proposed change.

26:02 Consultation

Meetings will be arranged between the Town Council and the Union within twenty-one (21) days of the Council's notification to the Union for the purpose of consulting on the effect to result from the change or to discuss training needs.

26:03 Training Benefits

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

26:04 (a) Where an affected employee elects not to avail of training as provided for under Clause 26:03, the Council agrees that, where possible, the effect on the employee of changes contemplated by Clause 26:01 will be minimized by transfer or re-assignment within the employ of the Council.

(b) An employee transferred or re-assigned in accordance with (a) above, will have not suffered any reduction in his/her regular salary, unless such employee has refused or failed training without giving reasons acceptable to the Council, to avail of training in accordance with Clause 26:03.

26:05 No New Employees

No new employee(s) will be hired by the Council to replace any employee(s) affected by the technological change or new method of operation until the employee(s) already employed, and affected by the change have been notified and allowed an opportunity to retrain in accordance with Clause 26:03.

26:06 Notwithstanding any of the above, it is agreed that where an employee elects not to avail of training opportunities under Clause 26:03 or where it is not possible to transfer or re-assign the employee within the employ of the Council because of the non-existence of available positions, the employee will be terminated, and notice will be served in accordance with Article 24 - Termination of Employment.

ARTICLE 27 EFFECT OF LEGISLATION

27:01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence, and either party, upon notice to the other, may re-open the pertinent parts of the Agreement so that the portion thus invalidated may be amended as required by law.

ARTICLE 28 CONTRACTING OUT

28:01 The Employer shall not contract out Bargaining Unit work except in the following cases:

- (a) in the case of an emergency;
- (b) or in the case where no qualified employees are available to carry out a particular task;
- (c) or where no Bargaining Unit employee would be negatively affected by contracting out. No employee would be laid off or have his/her hours of work reduced as a result of contracting out. Laid off employees would have the first option to return to work before contracting out would be permitted, if he/she is qualified to perform the task.
- (d) This Article will not apply to Capital Works Projects.

28:02 It is agreed that snow clearing and normal Town maintenance will be done by the Town employees and will not be contracted out.

28:03 The only time that snow clearing equipment will be hired is in the event that the work load or operations cannot be handled by the Town employees.

ARTICLE 29 PROTECTIVE CLOTHING

29:01 The Town shall furnish, on loan and replace without charge, the following tools and protective clothing by January 31st and June 30th of the applicable year:

<u>Item</u>	<u>Minimum Time Period for Replacement</u>
(a) Rubber Boots & Rubber Oil Clothes	3 years/6240 hours
(b) Work Boots	2 years/4160 hours
(c) 2 piece snowsuit	4 seasons/2560 hours
(d) 4 pairs rubber gloves & 12 pairs work gloves	1 year/2080 hours
(e) 2 and 1 pairs coveralls	1 year/2080 hours

(These may be replaced at any time if deemed necessary by the Employer upon inspection)

- (f) Safety hats and other safety equipment shall be provided free of charge where it is required in accordance with safety regulations.
- (g) Tools and equipment as deemed necessary by employees.

29:02 Item "c" above applies only to employees that are employed from December 1st through March 30th.

Effective December 1, 2004, item (c) shall be amended to: a 2 piece snowsuit or a one piece snowsuit every 4 seasons and must surrender old suit before replacement.

29:03 Replacement shall be only upon surrender of the unserviceable items, within the period indicated and at the discretion of the Town Manager.

- 29:04 All clothing and tools issued shall be plainly marked to indicate the wearer/user is a Town employee and any employee shall be required as a condition of employment to wear issued coveralls.
- 29:05 The Council shall provide lockers for the storage of all issued tools and clothing as well as personal items.
- 29:06 All employees shall sign for all issued tools and clothing and be responsible for replacement if they are lost or damaged as a result of wilful misconduct or negligence.

ARTICLE 30 AMENDMENT BY MUTUAL CONSENT

- 30:01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of the Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

ARTICLE 31 TRAVEL ON EMPLOYER'S BUSINESS

- 31:01 For each full day on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities shall be as follows:

Fifty dollars (\$50) per day:

Breakfast - ten dollars (\$10.00)
Lunch - fifteen dollars (\$15.00)
Dinner - twenty-five dollars (\$25.00)

- 31:02 For travel on the Employer's business for less than one (1) day, the appropriate meal allowance shall apply.
- 31:03 (a) When an employee has been in consecutive overnight travel status, charges for laundry and valet services (not including dry cleaning) are reimbursable up to the maximum amounts shown in the following schedule:

<u>No. of Consecutive Nights on Travel Status</u>	<u>Maximum Allowable Claim</u>
1 - 4	Nil
5 - 8	\$ 3.50
9 - 15	\$ 7.50
16 - 22	\$10.50

For each additional 7 nights \$ 3.50

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

31:04 When an employee has been on overnight travel status for a period of three (3) consecutive days, he/she shall be reimbursed for the cost of one personal long distance call, not longer than ten (10) minutes at the person-to-person rate for each such period on travel status. The charge for this telephone call may be included on the hotel bill or if the employee calls collect the subsequent telephone bill showing the appropriate charge shall be submitted with the travel claim.

31:05 An employee required to travel on the Employer's business shall be deemed to be working for the Employer. The employee will be compensated for all travel time outside of his/her normal working hours, if directed by his/her employer but at no time will the employee be compensated for periods of rest outside of normal working hours.

ARTICLE 32 SALARIES

32:01 As per Schedule "A".

ARTICLE 33 JOB SECURITY

33:01 In the event the Town Council, the taxpayers or any representative of the Employer agrees that the municipality of Grand Bank is to be placed under the jurisdiction of some other municipality, it is agreed that prior to any final arrangements being made the Employer will attempt to negotiate a guarantee that employment of the members of the Bargaining Unit will continue with the new Town or Council.

33:02 The Employer agrees that the hiring of casual employees shall not be used to displace or reduce the number of full time employees or seasonal employees required by the Town to carry out its normal operations in the Community.

The Employer shall provide assurances that Council will maintain the current full time permanent and seasonal positions throughout the life of this Agreement.

It is further agreed that where there is a shortage of regular work for bargaining unit employees, they may replace any casual employee who may be employed by the Town, where there is at least one-half (½) hour of work available.

ARTICLE 34 DURATION

34:01 This Agreement shall be effective from January 1, 2023 and shall remain in full force and effect until December 31, 2026.

34:02 Notice to Negotiate

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

34:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under Clause 34:02 give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

ARTICLE 35 SEVERANCE PAY

35:01 (a) When an employee, having seniority of five (5) years or more, resigns, dies, is laid off for more than twenty-four (24) months, Council shall pay such employee or his/her beneficiary a retirement allowance equivalent to five (5) days pay for each full year of seniority, but not exceeding seventy (70) days' pay to a maximum of \$15,000. Pay for such purpose shall be calculated at the employee's rate of pay at the time of his/her resignation, retirement or death and shall be paid in a lump sum, less any applicable mandatory deductions.

- (b) When calculating retirement allowance entitlement for an employee who has at least five (5) years seniority, retirement allowance for less than a full year shall be on a pro-rated basis (example: 1/2 year equals 2 1/2 days pay).
- (c) If an employee applies for retirement allowance due to illness or accident, the Employer may require the employee to undergo a medical examination by a doctor chosen through mutual consent between the Employer and the employee.
- (d) For the purpose of this Article, employees on approved paid leave of absence shall continue to accumulate seniority.
- (e) At the option of the employee, the retirement allowance may be taken either in the form of retirement leave or through a lump sum payment upon retirement, or can be deferred up to a twelve (12) month period following termination of employment.
- (f) Termination of employment to exclude dismissal for just cause.
- (g) The above Clause shall apply to all employees.

ARTICLE 36 FEDERAL OR PROVINCIAL GOVERNMENT WORKPLACE GRANTS

- 36:01
- (a) Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not available or when employees on layoff are not available for recall and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.
 - (b) Notwithstanding Clause 36:01 (a), the parties agree that no employee shall suffer a reduction in the hours of work, pay, or benefits as a result of work performed by individuals working as: (1) volunteers; (2) working under the scope of Provincial or Federal funded grants or

projects; (3) working on projects funded by charitable organizations; and (4) working as on-the-job trainees from a totally publicly funded institution. Additionally, the Employer agreed that no employee who is on layoff status will lose work, pay or benefits.

- (c) Notwithstanding Clause 36:01 (a) and (b), the parties agree that employees who are on layoff status, will be offered employment on such approved grants. While employed on such grants, the employees will receive the applicable rates of pay as prescribed in the Project. The employees shall gain seniority and all other benefits of the Collective Agreement during these periods with the exception of accumulating annual or sick leave credits.

SCHEDULE "A" *

CLASSIFICATION	Present	Jan-23	Jan-24	Jan-25	Jan-26
Flag Person	\$14.67	\$15.04	\$15.42	\$15.81	\$16.21
Labourer (Step I)	21.22	21.75	22.30	22.86	23.44
(Step II)	23.47	24.06	24.67	25.29	25.93
(Step III)	23.70	24.30	24.91	25.54	26.18
(Step IV)	24.84	25.47	26.11	26.77	27.44
Heavy Equipment Operator (Step I)	25.13	25.76	26.41	27.07	27.75
Heavy Equipment Operator (Step II)	27.04	27.72	28.42	29.13	29.86

Carpenter/Plumber/Maintenance/Animal Control - Seventy-five cents (75¢) an hour above the incumbent's regular rate.

Employees filling the role of Working Foreman shall receive two dollars (\$2.00) an hour in addition to their regular rate of pay.

*Signing Bonus - All employees will receive a \$300.00 signing bonus; seasonal employees to be pro-rated.

A step progression to be implemented as per the following:

1. Labourer
 Step I Casuals
 Step II New employees
 Step III Completion of probationary period with the following experience: road repairs and upgrading, painting, Carpenter's helper and fence repairs (as per job description).
 Step IV Water and sewer maintenance, including tap-ins, truck driving and road salting (as per job description).

2. Employee will advance from Step I to Step II after 12 months or 2080 hours doing the specific work in the classification of Heavy Equipment Operator.
3. Employees going from one Classification to another will be paid the Step 1 rate of the higher Classification unless the employee has the experience or time accumulated to go to Step II.

LETTER OF UNDERSTANDING

SUMMER HOURS

It is agreed and understood that employees may be required to work overtime during the Summer Hour Schedule, for emergency purposes only. In the event that an emergency should occur, the employer will not be required to pay the employee for the first half hour of overtime because the employee would be required to work this time during normal work hours.

Scott Mercer

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

Rex C. Matthews

SIGNED on behalf of the
Town of Grand Bank

Mayer

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LETTER OF UNDERSTANDING

FEDERAL AND PROVINCIAL PROJECTS

Whereas, the undersigned are parties to a Collective Agreement dated the 1st day of January, 2023 and expiring on the 31st day of December, 2026.


Whereas, Council will ensure the Town's two (2) seasonal employees will receive a minimum of fifteen (15) weeks of employment per annum up to and including the expiry of the current Collective Agreement to December 31, 2026.

Whereas, Article 36 of the Collective Agreement provides, subject to certain restrictions, for the hiring of the Town of non-bargaining unit persons to work on Federally and Provincially funded projects from time to time.

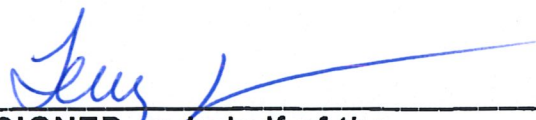
Whereas, Human Resources Development Canada (HRDC), Human Resources and Employment (HRE), other Federal Government Departments or Agencies, and the Provincial Government requires written confirmation from the Union that the hiring of non-bargaining unit employees for each and every project conforms with the Collective Agreement.

The parties hereby confirm to Human Resources Development Canada (HRDC), Human Resources and Employment (HRE), other Federal Government Departments or Agencies, and the Province of Newfoundland and Labrador that subject to the terms of the said Article 36, the Union does not object to the employment by the Town of persons to work on any and all such projects up to and including the expiry of the said Collective Agreement on December 31, 2026 and it is understood that such employees will not be members of the Bargaining Unit nor subject to the terms of the Collective Agreement.

For information purposes only, employees will be advised in writing when projects have been approved.



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



SIGNED on behalf of the
Town of Grand Bank

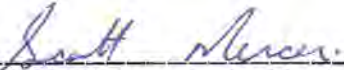
MEMORANDUM OF AGREEMENT
REGISTERED RETIREMENT SAVINGS PLAN

The Employer will pay into a Registered Retirement Savings Plan the following amounts per week for each permanent full time and seasonal employee, providing the employee participates fully to match the Employer's contribution each month:

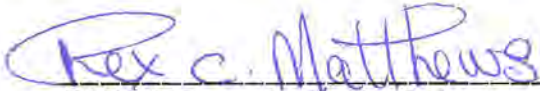
- * Effective January 1, 2023 – forty-five dollars (\$45.00)
- * Effective January 1, 2024 – forty-five dollars (\$45.00)
- * Effective January 1, 2025 – forty-five dollars (\$45.00)
- * Effective January 1, 2026 – forty-five dollars (\$45.00)

Should an employee, while in the employ of the Town, withdraw from the Registered Retirement Savings Plan program or opt out of the program, the Town will immediately terminate their contribution to the program for that particular employee and will not resume their contribution any time in the future.

This agreement will be reviewed on an annual basis. Amounts and ability to continue the Plan will be determined by Council each year.



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




SIGNED on behalf of the
Town of Grand Bank
Mayor

MEMORANDUM OF AGREEMENT


PARTICIPATION IN THE GROUP INSURANCE PLAN

Both the Employer and the Union agree that all future employees will, as a condition of employment, be expected to participate in Council's Group Insurance Plan. New Employees must join the Group Insurance Plan at the earliest possible date after starting work.

This aspect of the "Memorandum of Agreement" shall only apply to full time and permanent part-time employees.



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



SIGNED on behalf of the
Town of Grand Bank
Mayor
~

MEMORANDUM OF AGREEMENT

ON-CALL

Employees who currently perform on-call duties will continue for the life of this Agreement.

All seasonal employees and any new employees must participate.

Employees will be compensated two hundred fifty dollars (\$250.00) weekly for performing on-call duties.

Scott Mercer
SIGNED on behalf of the
Newfoundland and Labrador
Association of Public and Private
Employees

Rex E. Matthews
SIGNED on behalf of the
Town of Grand Bank
Mayor

MEMORANDUM OF AGREEMENT

* WATER TREATMENT CERTIFICATION

Employees with Water Treatment Certification Level 1 would receive a one time bonus of five hundred (\$500.00) dollars and those with Level 2 certification would receive a one time bonus of one thousand (\$1,000.00) dollars.

Scott Meyer
SIGNED on behalf of the
Newfoundland and Labrador
Association of Public and Private
Employees

Rex C. Matthews
SIGNED on behalf of the
Town of Grand Bank
Mayor
R

JOB DESCRIPTION
HEAVY EQUIPMENT OPERATOR

Responsible For:

1. Operate heavy equipment and trucks for the Town of Grand Bank work including:
 - (a) snow clearing;
 - (b) road maintenance;
 - (c) water and sewer maintenance;
 - (d) any other application designated by the Town (ie. Town Beautification).
2. Responsible for checking and reporting on all heavy equipment. Daily check and maintain proper fluid levels, inspect belts, tires, hoses, glass, lights, radio and all other aspects of the equipment. Servicing and minor repairs to equipment.
3. Reporting to the utility person and his supervisor all repairs and maintenance beyond his ability.
4. General labour work and any other duties that may be assigned by the supervisor from time to time.
- *5. Maintaining all Municipal Facilities including the Swimming Pool.



FOR THE EMPLOYER
CAO



FOR THE UNION

June 20th / 2023.
DATE

JOB DESCRIPTION

LABOURER

Responsible For:

1. General Labour Work as assigned including:
 - (a) water and sewer maintenance; including tap-ins;
 - (b) road repairs and upgrading;
 - (c) painting;
 - (d) truck driving including road salting;
 - (e) carpenter's helper;
 - (f) fence repairs;
 - (g) garbage collection;
 - (h) responsible for the inspection and maintaining of proper fluid levels, belts, tires, glass, hoses, etc. of vehicles which he may be assigned to operate.

- any other duties assigned by the supervisor from time to time.
2. Be completely familiar with the Town's Water/Sewer and Garbage Regulations.
- *3. Maintaining all Municipal Facilities including the Swimming Pool.


FOR THE EMPLOYER


FOR THE UNION

June 20th/2023
DATE

JOB DESCRIPTION

MAINTENANCE WORKER

Responsible For:

- Repairs and maintenance of all the Town's equipment and vehicles within his ability;
- Maintain pumphouse equipment;
- Maintain work records on all the Town's equipment and vehicles;
- Maintain, order and record use of stock as directed by the supervisor;
- Minor repairs and maintenance to Recreation and Fire Department equipment;
- Truck driving;
- Organization and maintenance of the Town Garage and all of its contents;
- General labour work and any other duties assigned by the supervisor from time to time.


FOR THE EMPLOYER


FOR THE UNION

June 20th / 2023
DATE

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 20 day of June, 2023.

SIGNED on behalf of the Town of Grand Bank by its members in the presence of the witness hereto subscribing.

Michelle A. Smoore
Witness

Roy C. Matthews - Mayor
Colby Smith CAO

SIGNED on behalf of the Newfoundland and Labrador Association of Public and Private Employees by its proper officers in the presence of the witness hereto subscribing.

Scott Mercer
Witness

[Signature]
Colby Smith

