



COLLECTIVE AGREEMENT

BETWEEN

TOWN OF POUCH COVE

AND

NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES

Effective: May 1, 2024 - April 30, 2027

THIS AGREEMENT made this 15th day of October, Anno Domini, Two Thousand and Twenty-Four;

BETWEEN:

THE TOWN OF POUCH COVE

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 and to delineate the rights of the parties signatory hereto.
- 1:02 In the event that there is any conflict between the context of this Agreement and any regulations or policies made by the Employer following the signing of this Agreement, this Agreement shall take precedence over the said regulations or policies.

ARTICLE 2 MANAGEMENT RIGHTS

- 2:01 The Union recognizes and agrees that all the rights, powers and authority to operate and manage the municipality of the Town of Pouch Cove and to direct the Town's working forces are unfettered and vested exclusively with the Employer but with the exception that the direction of the working forces may be modified or abridged by the express and specific provisions of this Agreement.

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

ARTICLE 3 DEFINITIONS

- 3:01 (a) "Classification" means the identification of a position by reference to a class title and pay range.
- (b) "Town Council" means the Pouch Cove Town Council.
- (c) "Day of rest" means a calendar day on which the employee is not ordinarily required to perform the duties of his/her position other than:
- (i) a statutory holiday;
 - (ii) when the employee is on leave of absence.
- (d) "Day" means a working day unless otherwise specified.

- (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.
- (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.
- (g) "Employer" means the Town of Pouch Cove as represented for the purpose of this Agreement by the Town Manager or any other person(s) designated by the Town Council of the Town of Pouch Cove.
- (h) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday.
- (i) "Layoff" means the period of time when an employee is absent from work without pay as a result of a lack of work or the abolition of a post.
- (j) "Leave of absence" means absence from duty with the permission of the Employer but does not include absence as a result of layoff.
- (k) "Month of service" means a calendar month in which an employee is in receipt of full salary or wages for the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (l) "Notice" means advisement in writing which is hand delivered or delivered by a form of mail delivery which provides proof of delivery.
- (m) "Overtime" means work performed by an employee in excess of his/her regular daily hours of work or his/her regular weekly hours of work, as the case may be.
- (n) "Part-time employee" means an employee who is regularly scheduled 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 an employee who is regularly scheduled to work his/her full number of working hours in each

working day for his/her classification without reference to any specified day of termination of services.

- (p) "Probationary employee" means an employee who has worked less than the prescribed probationary period as outlined in Clause 12:01 (a).
- (q) "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 having a higher pay range.
- (r) "Reclassification" means any change in the current classification of an existing position.
- (s) "Schedule" means a listing of hours of work and/or time off from work which has been delivered to the employees concerned or posted in a place accessible to all employees.
- (t) "Standby" means any period of time during which an employee is required to be available for recall to work.
- (u) "Temporary employee" means an employee who is employed for a specific period or for the purpose of performing specific work and who is subject to layoff at the end of the specified period or upon the completion of the specified work. Such employees will be given the date or circumstances of layoff in writing, and if any extension is necessary, the new date or circumstances of layoff will also be in writing.
- (v) "Week" means a period of seven (7) consecutive calendar days, and for the purpose of calculation of wages shall mean a period of seven (7) calendar days commencing at 0001 hours on Sunday and ending at 2400 hours on the following Saturday.
- (w) "Year" means a period of three hundred and sixty-five (365) consecutive calendar days or a calendar year, as the context may require.
- (x) "Vacancy" means an opening or unstaffed condition in an established position, which opening or unstaffed condition may be permanent or temporary, part-time or full time and which, in the opinion of the Employer, will require a staffing action.

- (y) "Union" means the provincial body of the Newfoundland and Labrador Association of Public and Private Employees.

ARTICLE 4 RECOGNITION

4:01 The Employer recognizes the Union as the bargaining agent for all employees as listed in the Certification Order dated February 16, 1996.

4:02 (a) Persons who are not within the bargaining unit shall not work in any jobs 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 performance of the aforementioned operation, in itself, does not reduce the hours of work, pay or benefits of any employee.

(b) Notwithstanding Clause 4:02 (a), the parties agree that the Employer may participate in Federally and Provincially funded projects, provided that no employee shall have a reduction in his/her hours of work, pay or benefits (including overtime that an employee would have normally worked) as a result of work performed by persons working with the Employer as follows:

- (1) working under the scope of Provincial or Federal funded grants or projects;
- (2) working on projects funded by the Department of Human Resources and Employment; and
- (3) working as "on-the-job" trainees from a licensed post-secondary educational institution.

Persons working under (1), (2) or (3) above will not replace employees who would normally be recalled from layoff.

(c) Notwithstanding Clause 4:02(a) and 4:02(b), the parties agree that the Employer may hire summer youth to perform grass cutting, painting, field maintenance, and/or community event set-up

4:03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Agreement.

4:04 The parties agree that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion,

transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his/her activity in the Union.

For the purpose of this Article, "discrimination" means the subordination of groups or individuals resulting from a distinction, preference, restriction or exclusion that is based on improper grounds and may involve unequal treatment or may result from the differential impact of a neutral policy or practice.

- 4:05 (a) In the interest of maintaining a harmonious relationship between the Employer, its employees and the Union, both parties recognize the value and rights of Shop Stewards. By investigating complaints of an urgent nature, preparing and presenting grievances on behalf of employees, carrying out assigned safety committee responsibilities and attending meetings with management when requested, it is hoped that Shop Stewards will encourage and protect a proper Employer/employee relationship in the workplace. It is agreed that Shop Stewards shall not absent themselves from their work for the purpose of carrying out duties of the Shop Steward without first obtaining permission from the Employer.
- (b) The Employer acknowledges the right and the obligation of the Union to appoint or elect one (1) Shop Steward. The Employer shall not be required to recognize the Shop Steward until such time as the Union has advised the Employer in writing of the name of the Shop Steward.
- (c) The Employer agrees to grant one (1) day paid educational leave per year to the Shop Steward to participate in NAPE sponsored educational functions. The request for such leave shall come from NAPE Office.
- 4:06 The Employer agrees that the Union may place notices on the bulletin boards in the workplace subject to the provision that all notices shall be approved by the Employer prior to their being posted.
- 4:07 (a) Employees shall have, under reasonable circumstances, the right to have the assistance of a full time representative of the Union on all matters relating to Employer/employee relations provided that the provision of such assistance shall not interfere with the performance of the employee's duties in the employ of the Employer. Union representatives shall, upon the granting of permission from the

Employer, have access to the Employer's premises in order to provide the required assistance. Employees shall not absent themselves from work except under reasonable circumstances and only with the permission of the Employer.

- (b) Permission to hold meetings on the Employer's premises shall be granted by the Employer provided that such meetings shall not interfere with the operations of the Employer.

ARTICLE 5 UNION 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 coming 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 any such persons that may work for the Employer as outlined under Clause 4:02 (b) shall not become part of the bargaining unit and shall not be required to pay Union dues.
- 5:02 Upon employment, an employee will be provided with information concerning:
 - (a) duties and responsibilities;
 - (b) starting salary and position classification;
 - (c) terms and conditions of employment, and where copies of the Collective Agreement have been provided to the Employer by the Union, the employee shall receive a copy.
- 5:03 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in place and to provide the employee with a copy of the Collective Agreement provided the Union provides the Employer with sufficient copies.

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 shall remit those deductions not later than the fifteenth (15th) day of the month following the month in which the deductions are made. Such deductions shall be accompanied by a list of employees showing:
- (a) the contributions of each;
 - (b) the employee's full name, position classification and Social Insurance Number;
 - (c) changes from the previous list, e.g. additions, deletions, employee status (resigned, promoted outside the bargaining unit, etc.).
- 6:02 The Employer agrees that when issuing T-4 slips the amount of membership dues and Local fees paid by an employee to the Union during the current year will be recorded on the T-4 slip.
- 6:03 The Employer shall not be required to make any deductions until the Union has informed the Employer in writing of the amount of the deductions to be made.

ARTICLE 7 CORRESPONDENCE

- 7:01 All correspondence between the parties arising out of the administration of this Agreement or incidental thereto shall pass to and from the Town Manager, and/or any other person designated by the Employer, and the President of the Union with a copy to the Local employee representative.

ARTICLE 8 GRIEVANCE PROCEDURE

- 8:01 A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.
- 8:02 Shop Stewards shall suffer no loss of pay for the time spent processing grievances or attending meetings with the Employer's representative or while attending arbitration hearings.
- 8:03 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

An employee, with or without his/her Shop Steward, shall, within five (5) working days of an incident giving rise to a grievance, discuss his/her grievance with the Town Manager. The Town Manager shall, within five (5) working days of the discussion, provide his/her response, in writing, to the grievor.

Step 2

Should the response at Step 1 not be acceptable to the grievor, he/she may, within five (5) working days of his/her receipt of the reply at Step 1, together with his/her Shop Steward, present his/her grievance, in writing, to the Town Manager. The parties shall meet to discuss the grievance within five (5) working days of the receipt of the grievance at Step 2, and within a further five (5) days, the Town Manager shall render his/her response in writing.

Step 3

Failing settlement being reached at Step 2, either party may refer the dispute to arbitration within fifteen (15) working days of the Town Manager's decision at Step 2.

- 8:04 Notwithstanding any other provisions of this Agreement, time limits fixed by this Article shall be mandatory and shall not be amended or extended except by the mutual consent of the parties given in writing prior to the completion of the time limits. 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.
- 8:05 Where a dispute arising involving a question of general application or interpretation of the Agreement, or in the event of a group grievance, the Union may initiate a grievance at Step 2.
- 8:06 The Union may originate a grievance on behalf of an employee but only in the event that the duly appointed Shop Steward is unavailable and therefore incapable of initiating the grievance on behalf of the employee. Grievances filed for an employee by the Union under any other circumstances shall be considered to be fatally flawed.
- 8:07 Replies to all grievances, stating reasons, shall be in writing at all Steps.
- 8:08 The Employer shall supply necessary facilities for grievance meetings.

- 8:09 Mutually agreed changes to this Collective Agreement made in accordance with Clause 31:04 shall form part of this Collective Agreement and shall be subject to the Grievance and Arbitration Procedures.
- 8:10 No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error or by the unintentional omission of a Step in the Grievance Procedure.

ARTICLE 9 ARBITRATION

- 9:01 * When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party to the Agreement. The request shall include the name of the parties nominee to an Arbitration Board to be consulted or three suggested names of a person to act as a sole arbitrator in the dispute.
- 9:02 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 attempt at justice, the Arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure. He/She shall hear and determine the difference or allegation and render a decision within thirty (30) calendar days from the date of the arbitration hearing.
- 9:03 The decision of the Arbitrator shall be final, binding and enforceable on the parties and may not be changed. The Arbitrator shall not have the authority or power to change, alter, amend or modify any of the provisions of this Agreement, however, the Arbitrator shall have the power to dispose of a grievance by any arrangement which he/she deems just and equitable.
- 9:04 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) calendar days of receipt of the request.
- 9:05 Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.
- 9:06 The time limits fixed in the Arbitration Procedure shall be considered to be mandatory unless they have been amended in writing by the mutual consent of the parties prior to the expiry of the stated limits.

9:07 At any stage of the Grievance or Arbitration Procedure the parties shall have the assistance of any employees concerned as witnesses and any other person as a witness. Employees appearing as witnesses shall be considered on paid leave with no loss of wages or benefits.

9:08 No person who:

- (a) has any pecuniary interest in the matters referred to the Arbitrator;
- (b) 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 for either of the parties;

shall be appointed to act as Arbitrator.

ARTICLE 10 LABOUR MANAGEMENT COMMITTEE

10:01 A Labour Management Committee shall be established consisting of two (2) bargaining unit employee and two (2) representative of the Employer.

10:02 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 working conditions or service);
- (c) other problems and matters of mutual interest which affect the relationship between the parties which are not properly the subject matter of a grievance or negotiations.

10:03 The Committee shall meet not more frequently than monthly nor less frequently than quarterly. Meetings shall not be held unless there is an agenda which has been submitted not less than forty-eight (48) hours prior to the scheduled time of the meeting. Meetings may be rescheduled or cancelled by mutual consent. The Employer shall provide the facilities for the meeting and all meetings shall be held outside regular work hours except by mutual consent. There will be no loss of wages for time spent at such meetings during regular hours, however, there shall be no remuneration for employees attending such meetings outside regular working hours.

- 10:04 Meetings of the Committee shall be chaired by the Employer representative unless other arrangements are made by mutual consent.
- 10:05 Minutes of the meeting shall be prepared by the employee representative as promptly as practicable after the close of the meeting. Each member of the Committee shall be provided with a copy within three (3) days of the end of the meeting.
- 10:06 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 decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and/or the Employer with respect to its discussions and conclusions.

ARTICLE 11 ABSENCE FROM WORK DUE TO WEATHER CONDITIONS

- 11:01 The following provisions shall apply to employees during adverse weather conditions necessitating the declaration of a state of emergency by the Employer.
- (a) All employees are required to report to work as scheduled.
 - (b) When an employee, through no fault of his/her own, is unable to report for work during a declared state of emergency occasioned by adverse weather, such employee shall suffer no loss of pay or other benefits nor shall he/she be required to make up in any way for the time lost due to not reporting for work.
 - (c) Notwithstanding (a) above, the Employer reserves the right to close down or reduce staffing levels, in which event employees so affected will not be required to report for work and may elect to take the action outlined in (b) above.
 - (d) An employee required to work during a state of emergency shall be paid at overtime rates for all hours worked beyond his/her regular hours.
 - (e) For the purpose of this Article, the Employer is defined as the Town Manager.

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

- 12:01 (a) The probationary period shall be the first one-hundred and twenty (120) days of scheduled work with the Employer. The termination of a probationary employee for reasons of unsuitability, as assessed by the Employer, is not subject to the Grievance and Arbitration Procedures. The probationary period for part-time employees shall be nine hundred and sixty (960) hours of actual service.
- (b) Subject to Clause 12:01 (a), any employee who claims to have been unjustly disciplined or discharged shall have the right to be heard in accordance with the Grievance Procedure under this Agreement. Any employee who is disciplined, suspended or discharged shall be provided with written notification within seven (7) calendar days of Council being made aware of the incident which gave rise to the discipline. Such written notification shall state the reason for the discipline, suspension or discharge.
- 12:02 Should it be determined by the parties or by an independent Arbitrator that an employee has been unjustly suspended or discharged, the employee shall be immediately re-instated in his/her former position without loss of seniority and shall be compensated for the time he/she would have worked had it not been for the suspension or discharge or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Arbitrator if the matter has been referred to an Arbitrator. The employee shall be responsible for reasonable mitigation of losses.
- 12:03 Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal or suspension 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 seven (7) calendar days, give written particulars of such censure to the employee involved.
- 12:04 Any adverse report or warning given in writing and becoming part of an employee's personal file shall be removed from the personal file after twenty-four (24) months have elapsed. The employee shall be responsible to see that any such documents are removed.
- 12:05 There shall be one (1) official personnel file for each employee which shall contain all correspondence relative to the employee's employment, and this file shall be maintained in the office of the Employer. An employee shall, at any reasonable time and with reasonable notice, be permitted to inspect

his/her personal file. During such inspection, the employee shall be accompanied by a representative of the Employer and may be accompanied by a representative of the Union.

12:06 An employee considered by the Union to be wrongfully or unjustly discharged or suspended or subject to disciplinary action shall be entitled to a hearing under Article 8, Grievance Procedure. Step 1 of the Grievance Procedure may be omitted in cases of suspension or discharge.

12:07 While the Employer agrees to follow progressive discipline measures, it may move to termination for just cause if an alleged offense is deemed major.

ARTICLE 13 SENIORITY

13:01 Seniority is defined as length of service in a bargaining unit position since the most recent date of hire, calculated in actual hours worked, exclusive of overtime, and shall operate on a bargaining unit wide basis.

13:02 The Employer shall establish a seniority list showing the date of employment and actual seniority of each employee in the bargaining unit. This list shall be updated as of January of each year. One copy of this list shall be posted on the bulletin board and one copy shall be sent to the Union.

13:03 (a) Newly hired employees shall be on probation in accordance with Clause 12:01 (a) and subject to Clauses 12:01 (a) and 13:03 (b), shall be entitled to all benefits and rights of this Agreement.

(b) Notwithstanding the provisions of Clause 13:03 (a), probationary employees shall not accrue seniority until they have successfully completed their probationary periods, however, upon successful completion of their probationary periods they shall have their seniority effective from their date of hire.

13:04 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 in writing;

(c) he/she is absent from work in excess of three (3) days without the approval of the Employer or without sufficient cause;

(d) he/she fails to return to work as required when recalled following a

layoff and after having been notified by hand delivered letter or by mail delivery by a means which certifies the deliver except when the failure to return is caused by sickness which is verified by a doctor's certificate provided in a format acceptable to the Employer or for other just cause acceptable to the Employer. It shall be the responsibility of the employee to keep the Employer informed in writing of his/her current address.

(e) is laid off for a period in excess of twenty (20) consecutive months.

13:05 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 time 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 after the employee has completed his/her probationary period in the position outside the bargaining unit.

ARTICLE 14 PROMOTION AND STAFF CHANGES

14:01 When the Employer decides to staff a vacancy in an existing or new position, either inside or outside the bargaining unit, the Employer shall post a notice of the position upon the bulletin board for a period of not less than five (5) working days.

14:02 For vacancies or new positions within the bargaining unit, such notices shall contain the following information:

- title of position
- qualifications
- required knowledge and education
- skills
- wage or salary rate
- shift work, if required.

Such qualifications shall not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to male, female and alternate gender applicants".

14:03 No position within the bargaining unit shall be filled from outside the bargaining unit until all applications from within the bargaining unit have

been considered.

14:04 Both parties recognize:

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

14:05 The successful applicant shall assume his/her new position on a trial basis for six (6) weeks. The Employer shall confirm the employee's appointment after the trial period of six (6) weeks 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 position, 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 without loss of seniority.

14:06 The successful applicant shall be notified in writing within five (5) days of the completion of the staffing action, and a notice of the appointment shall be posted on the bulletin board within twenty-four (24) hours of the notification to the successful applicant.

14:07 An employee who has become incapacitated by injury, illness, compensable disablement or through advancing years and who is unable to perform his/her regular duties will be employed in other work which he/she can do provided a suitable position is available, and the applicable rate for the new position will apply.

ARTICLE 15 LAYOFF AND RECALL

15:01 In the event of layoff, employees shall be laid off in reverse order of their seniority provided that employees who would be retained as a result of that process have the ability to perform the required work. Employees whose employment is affected by the Employer's decision to lay off shall have the right to bump junior employees provided that they have the ability and skill to perform the work of the employees who would be so displaced.

15:02 Employees shall be recalled in order of seniority provided that those employees so recalled are qualified to perform the work required.

15:03 No new employees shall be hired until those on layoff status have been

given an opportunity of recall, provided that those on layoff status are qualified to perform the work.

- 15:04 The Employer shall notify permanent employees who are to be laid off no less than fourteen (14) calendar days prior to the effective date of layoff. Should the Employer not provide this notice, the employee shall be paid at his/her regular rate for the number of days of notice not provided except in such cases where it was not possible for the Employer to have been aware of the need for layoff for a period of time equal to the above notice. Employees other than permanent or temporary employees who are to be laid off shall be entitled to five (5) days' notice or pay in lieu thereof. Temporary employees shall not be entitled to any notice other than that provided in their notice of employment.

ARTICLE 16 HOURS OF WORK AND WORK SCHEDULE

- 16:01 (a) The regular scheduled hours of work for **public works employees** shall be eight (8) hours per day and forty (40) hours per week. There shall be a half ($\frac{1}{2}$) hour meal break unless otherwise mutually agreed between the Employer and the employees.
- (b) Work schedules during the period from the third Monday in June to Labour Day shall reflect a shortened meal break of one-half ($\frac{1}{2}$) hour.
- 16:02 All employees shall be entitled to a fifteen (15) minute rest period in the first and second half-shift provided that the half-shift is of at least two (2) hours' duration.
- 16:03 For all current permanent employees, at the date of signing there shall be two (2) consecutive days of rest per week and such days shall be Saturday and Sunday, except where otherwise mutually agreed between the employee and Employer.
- 16:04 Temporary and part-time employees shall have the right to maximize their hours of work, in order of seniority, before additional employees are hired.

ARTICLE 17 OVERTIME

- 17:01 (a) All time worked by an employee in excess of eight (8) hours per day or forty (40) hours per week, as the case may be, shall be considered as overtime.
- (b) All overtime is subject to the approval of the Employer.
- 17:02 (a) All overtime shall be paid at one and one-half (1 1/2) the regular straight time rate.
- (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 Employer. The employee's decision to receive time off must be conveyed to the Employer within seventy-two (72) hours of the conclusion of the overtime.
- 17:03 (a) Every effort shall be made to provide overtime equitably between full-time qualified employees.
- (b) Employees working in Lift Stations and while working with raw sewer that necessitates wearing special hazard PPE (i.e. Tyvek Coveralls) shall be paid one and one-half (1½) times the regular hourly rate for hours engaged in such work
- 17:04 An employee shall not be laid off during regular hours to equalize any overtime worked.
- 17:05 An employee who is absent on approved paid leave during his/her scheduled work week shall, for the purpose of computing overtime pay, be considered as if he/she had worked his/her regular hours during such absence.
- 17:06 An employee who is required to work on his/her scheduled day off shall be paid at the rate of:
- (a) time and one-half (1½) when working on one of the employee's scheduled days off;
- (b) double time for the second day when the employee is required to work both scheduled days off.
- 17:07 Employees required to stand by for immediate call back to work shall be paid thirty dollars (\$30.00) per week day and thirty-six dollars (\$36.00) for

Saturday and Sunday and designated holidays.

17:08 Employees who are called back to work during their meal break shall be paid the applicable overtime rate.

17:09 (a) 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.

(b) Minimum call-outs do not apply when starting a shift early or finishing a shift late.

(c) A minimum two (2) hours pay at the applicable overtime rate will apply for scheduled weekend/holiday work or other light-duty work such as water system checks, community event or town meeting set-up, investigating a residential after-hours call, or attending a committee or council meeting.

17.10 * Rest After Callback

In cases where an employee is required to work on a callback beyond 0200 hours and who has not had a sufficient rest period, the employee will be entitled to up to an eight hour rest period before commencing their regular scheduled shift without loss of pay or seniority.

17:11 Notwithstanding any provision of Article 17 and for greater certainty, it is agreed that Employees will receive straight time pay for training sessions during the regular week that start or end beyond normal working hours.

ARTICLE 18 PAID HOLIDAYS

18:01 Employees shall receive one (1) day of paid leave for each of the following statutory holidays:

- (a) New Year's Day
- (b) St. Patrick's Day
- (c) Good Friday
- (d) St. George's Day
- (e) Commonwealth Day (May 24th)
- (f) Discovery Day (June 24th)
- (g) Canada Day (July 1st)
- (h) Orangeman's Day
- (i) Civic Holiday (first Monday in August)

- (j) Labour Day
- (k) Thanksgiving Day
- (l) Armistice Day
- (m) Christmas Day
- (n) Boxing Day

* and any other day declared as a paid holiday by the Employer. Should any new statutory holiday be proclaimed by the Provincial Authorities it shall be added to the above list and granted to employees within the scope of this agreement.

18:02 When any of the aforementioned paid holidays fall on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) days and on a mutually agreed date. If such time off cannot be taken within sixty (60) days, the employee will be paid one (1) day's regular pay in lieu of time off.

18:03 If an employee is sick on the day the paid holiday is designated, the employee shall be charged for the paid holiday and there shall be no deduction from the employee's sick leave.

18:04 * If an employee is required to work on a paid holiday, he/she shall be paid double-time for all hours worked in addition to the regular pay for the holiday.

ARTICLE 19 ANNUAL LEAVE

19:01 * The maximum annual leave which an employee shall be eligible to earn in any year shall be as follows:

<u>Years of Service</u>	<u>Annual Leave in Days</u>
Up to 1 year	10 days
1 year to 10 years	15 days
10 years to 20 years	20 days
20 years to 25 years	25 days

* 1 extra days leave for each year worked in excess of 25 years.

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 ninety (90) days of service prior to the taking of such leave.
- (b) There shall be no anticipation of leave until such time as an

employee has been employed for at least one (1) year.

- (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 that the unexpired portion of the year bears to twelve (12) months.
- (d) Twenty-five (25) days plus one (1) additional day for each year of service over twenty-five (25) years.

19:02 Annual leave shall not be taken except with the prior approval of the Employer. Subject to the operational requirements of the Employer, however, the Employer shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the employee.

19:03 In the event that an employee is required to work during periods of annual leave, he/she shall receive pay at the rate of double (2) his/her regular rate of pay.

19:04 * An employee may carry forward to another year, any unused portion of vacation credits up to a maximum equal to the number of days they earn in a year under clause 19.01. In exceptional circumstances, the Employer may allow employees to carry over amounts greater than the amounts stipulated in this article.

19:05 (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 provided that he/she supplies the Employer with medical certification of his/her illness which is acceptable to the Employer.

- (b) In the case of an employee who is admitted to hospital while on annual leave, the status of his/her leave may, upon receipt of medical certification acceptable to the Employer, be changed to sick leave effective the date that he/she was admitted to hospital and shall revert to annual leave on the day of his/her release from hospital if such release occurs prior to the scheduled expiry of the sick leave. An extension of the annual leave, up to the limit of available annual leave as originally scheduled, may be arranged by mutual consent between the employee and the Employer if desired, subject to operational requirements of the Employer.

Should the employee still be unable to report for work due to illness following his/her discharge from hospital, he/she shall be treated as in Clause 19:05 (a) above.

- 19:06 (a) Notwithstanding anything contained in Article 19, temporary employees shall receive their vacation pay in their regular pay cheques.
- (b) Subject to Clause 19:06 (a), an employee with more than one (1) year of service or an employee who has earned more than two (2) weeks' annual leave, upon giving at least two (2) weeks' notice prior to the pay day preceding the business day on which he/she wishes to commence his/her vacation, shall receive prior to the commencement of his/her annual leave, any regular pay cheques which would otherwise fall due during the period of his/her scheduled annual leave.
- 19:07 The length of annual leave and the dates on which annual leave can be taken shall be mutually agreed upon between the employee and the Employer.

ARTICLE 20 SICK LEAVE

- 20:01 Sick leave means a period of time when an employee has been permitted to be absent from work without loss of pay of virtue of being sick, disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 20:02 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. Any employee hired after May 1st 2016 is only eligible to accumulate sick leave with full pay at the rate of one (1) day for each month of service.
- 20:03 Unused sick leave shall be carried over.
- 20:04 Before receiving sick leave with full pay, the employee will be required to produce a medical certificate for an illness in excess of two (2) consecutive working days.
- 20:05 Sick leave shall not be granted to an employee who is on maternity leave or any other type of leave without pay or during periods of suspension.

- 20:06 Council reserves the right to request an employee to be examined by a Doctor of Council's choice.
- 20:07 An employee who is injured during working hours and is either required to leave for treatment or sent home for such injury shall receive payment for the remainder of the shift or work day at his/her regular rate of pay without deduction from sick leave credits.
- 20:08 Employees may be allowed to take sick leave in order to attend at an appointment with his/her physician or dentist for the purpose of physical examination or regular preventive dental care. Such leave shall be limited to a maximum of two (2) days per year and applications for such leave shall be supported by medical certification acceptable to the Employer. There shall be no carrying forward or accrual of any unused allotment of this leave from one year to another. The Employer reserves the right to have an employee attend a physician of their choosing.

ARTICLE 21 LEAVE OF ABSENCE

- 21:01 Negotiation for the renewal of this Agreement shall take place outside normal working hours and shall not be considered to accrue a liability for payment of wages.
- 21:02 (a) Upon written request by the Union to the Employer and subject to the necessities of the Employer's operations, leave of absence without pay and without loss of benefits shall be granted by the Employer to employees elected or appointed to represent the Union at Union functions, up to a maximum of five (5) working days per full calendar year accumulated for the entire bargaining unit. Leave unused in one calendar year may not be carried forward to another year.
- (b) Leave provided under (a) above may not be used for the purpose of conducting or assisting in the conduct of any organizing activity on behalf of the Union or any other Union.
- 21:03 An employee who is elected to a full time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay and without loss of seniority or accrued benefits for a period of one (1) year. Such leave may be renewed for one (1) additional year upon request during the first year of leave.
- 21:04 An employee shall be entitled to bereavement leave with pay as follows:

- (a) In the case of the death of an employee's child or spouse, five (5) days.

Employee's mother, father, brother, sister, legal guardian, grandmother, grandfather, common-law spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepsister, stepbrother, or near relative living in the same household, three (3) days.

In the event of the death of an aunt, uncle, brother-in-law, or sister-in-law, one (1) day.

- (b) If the death of a relative referred to in Clause 21:04 (a) occurs outside the Province of Newfoundland and Labrador, the employee shall be granted leave with pay not exceeding five (5) consecutive working days for the purpose of attending the funeral. Such days shall not be in addition to those allotted in Clause 21:04 (a).
- (c) In cases where extraordinary circumstances prevail, the Employer may grant up to three (3) additional days, without pay, other than those referred to in Clause 21:04 (a) and (b).

21:05

- (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's maximum entitlement under this Clause is limited to seventy-eight (78) weeks, however, the Employer may, at its sole discretion and without the liability of having to answer to a charge of discrimination, by which conditions the Union hereby agrees it is bound, grant further leave without pay to a maximum of thirty (30) calendar days if the employee is unable to return to duty after the expiration of this leave.
- (c) An employee may return to duty after giving the Employer two (2) weeks' written notice of 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 provided such position has not been abolished. If the position has been abolished, the employee shall be placed in a similar position at the appropriate rate of pay.

- * (e) Periods of leave up to seventy-eight (78) weeks shall count for seniority purposes.
- (f) Employees on leave shall have the option to continue their group insurance plans provided that they accept the liability for payment of the full premium for such plans.
- (g) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- (h) While on maternity/adoption/parental leave, the employees may request that copies of job postings be forwarded to them.
- * (i) An employee returning from maternity leave may be exempt from standby and callback until the child is twelve (12) months old provided that other qualified employees in her work area are available.

21:06 The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as a juror or witness.

21:07 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.

21:08 Upon written request to the Employer, an employee who has completed ten (10) years of continuous, unbroken service shall be granted leave to a maximum of twelve (12) months without pay or seniority and without loss of accumulated seniority and benefits provided that such leave shall not cause an unreasonable interference with the Employer's operation. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each ten (10) years of service with the understanding that no employee can have more than twelve (12) months of unpaid leave at any one time. Employees shall not be subject to any of the benefits of this Agreement during such leave.

21:09 Special leave with pay not exceeding three (3) days may, at the sole discretion of the Employer, be granted in special circumstances for reasons other than those referred to in Clause 21:04.

21:10 Family/Responsibility Leave

- (a) Subject to Clause 21.10(b), (c) and (d), an employee who is required to:
- (i) attend to the temporary care of a sick family member living in the same household;
 - (ii) attend to the temporary care of the employee's sick mother, father or dependent child, not necessarily living in the same household;
 - (iii) attend to the needs relating to the birth of an employee's child;
 - (iv) accompany a dependent family member living in the same household on a dental or medical appointment;
 - (v) attend meetings with school authorities;
 - (vi) attend to the needs relating to the adoption of a child; and
 - (vii) attend to the needs related to home or family emergencies;

shall be awarded up to three (3) days' paid family leave in any fiscal 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 (ii), (iv) and (v) of Clause 21:10 (a), have endeavored 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 * Family Violence Leave

An employee shall be granted leave with pay, not exceeding three (3) days in the aggregate in a calendar year, where the employee or a person to whom the employee is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or witnessed family violence by:

- (i) a person who is or has been a family member;
- (ii) a person who is or has been an intimate relationship or who is living or has lived with the employee;
- (iii) a person who is the parent of a child with the employee; or
- (iv) a person who is or has been a caregiver to the employee.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22:01 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 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 payroll deductions.

22:02 (a) An employee required by the Employer to fill temporarily a position which is paid at a higher rate of salary than that paid for the employee's regular work shall receive the rate of pay for the position filled for the entire time the employee is filling the position.

(b) An employee required to fill a position which is paid a lower rate of salary than that paid for the employee's regular work shall not receive any reduction in pay. This provision shall not apply where the lower position is filled as a result of a bumping action.

22:03 (a) When, in the course of an employee's duty, he/she is required to travel on the Employer's business, transportation shall be provided by the Employer. In the event that the employee wishes to use his/her own vehicle, the Employer may so agree and upon agreement shall reimburse the employee for the use of his/her vehicle at the current Government rate (the mileage rate is adjusted quarterly to reflect gas prices). The current rate is thirty-five point two (35.2¢) cents per kilometre.

(b) Payment for the use of the employee's private vehicle on the

Employer's business is limited to the mileage rate specified in (a) above. The Employer assumes no liability for damages or other expenses arising out of the use of the employee's vehicle.

- *(c) Employees required to travel on the Employer's business shall be paid a maximum of fifty-two dollars and forty-four cents (\$52.44) per day, effective date of signing, for meals inclusive of taxes and gratuities:

Breakfast – nine dollars and sixty cents (\$9.60)
 Lunch – sixteen dollars and eighty cents (\$16.80)
 Dinner – twenty-six dollars and four cents (\$26.04)

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

22:04 The salaries agreed to in Appendix "A" shall form part of this Agreement.

ARTICLE 23 PERSONAL LOSS

23:01 Subject to Clauses 23:02 and 23:03, where an employee, in the performance of his/her duties, suffers any personal loss and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for any loss suffered to a maximum of three hundred dollars (\$300.00). Eyeglasses to be replaced at full replacement cost.

23:02 All incidents of loss suffered by an employee shall be reported to the Employer, in writing, by the employee within one (1) day of the incident.

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

ARTICLE 24 STRIKES AND LOCKOUTS

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

(b) Employees shall not be required to cross other Unions legal picket

line(s). However, in the event of an emergency and/or in the case of necessary maintenance, both of which shall be determined by the Employer, the Union agrees to supply the employees required to do the jobs when requested by the Employer.

ARTICLE 25 TERMINATION OF EMPLOYMENT

- 25:01 Notice of termination of employment, except in case of termination by the Employer for cause, shall be given in the amounts specified in Article 15 and shall be the same for both Employer and employee.
- 25:02 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the Employer and employee.
- 25:03 The period of notice may be reduced or eliminated by mutual agreement between the employee and the Employer.
- 25:04 Upon termination of service, an employee shall receive pay for all his/her earned current and accrued annual leave not taken by him/her prior to the date of termination of his/her service provided, however, that any indebtedness to the Employer may be deducted from such payment.

ARTICLE 26 EMPLOYEE BENEFITS

- 26:01 (a) The Employer agrees to be bound by the provisions of the Workers' Compensation Act.
- (b) For a maximum of two (2) years, an employee prevented from performing his/her regular work due to an occupational accident that is covered by the Workers' Compensation Act shall receive pay in an amount equal to that paid to the employee by the Workplace Health, Safety and Compensation Commission provided the employee assigns to the Employer his Workers' Compensation cheques. All normal benefit deductions will continue with the exception of deductions for CPP, EI and Union dues.
- (c) While in receipt of Workers' Compensation benefits, employees will not accumulate paid vacation or sick leave, however, the anniversary date for the calculation of seniority, future vacation entitlement and salary increments will not be adjusted by the length of the leave. An

employee who is on Workers' Compensation benefits will not be eligible for paid holidays.

26:02 Protective clothing and equipment shall be supplied as follows:

Outside employees shall receive up to two pairs of boots and coveralls per year and any other protective clothing and equipment deemed necessary under the Occupational Health and Safety Regulations in order to perform the necessary duty. All Town workers must wear the provided boots and clothing during working hours and overtime.

NOTE: The Outside Employees are normally the initial contact for Town residents. They are to be properly attired at all times.

26:03 Permanent Full-Time Employees may choose from 1 of the following Group Benefit and RRSP benefits packages which best suits their personal circumstances:

*(1) Group Life and Benefit Plan, as in effect, on a 50/50 contribution basis between Employer and Employee + matched RRSP contributions from the Employer (up to a maximum of \$3,000).

*(2) Group Life and Benefits opt-out + matched RRSP contributions from the Employer (up to a maximum of \$4,500).

26:04 Part-time employees shall receive the wages and benefits specified in this Agreement on a pro rata basis according to their hours of work.

26.05 Employees required to carry smart-phones as part of their regular duties will either be provided with a phone by the Employer or they shall receive a \$15/week allowance as a taxable benefit towards the cost of using their personal phone.

Employees required to carry non-smart phones as part of their regular duties will either be provided with a phone by the Employer or they shall receive a \$7.50/week allowance as a taxable benefit towards the cost of using their personal phone.

ARTICLE 27 TECHNOLOGICAL CHANGE

27:01 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 Agreement, the Employer shall notify the Union of the proposed changes.

- 27:02 Meetings will be arranged between the Employer and the Union within twenty-one (21) calendar days of the Employer's notification to the Union for the purpose of consulting on the effect of the change or to discuss training needs.
- 27:03 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, training shall be provided for employees affected. A reasonable period of time, in the opinion of the Employer, shall be allowed for employees taking such training. Where required, leave for such training shall be with pay.
- 27:04 (a) Where an affected employee elects not to avail of training as provided for under Clause 27:03, the Employer agrees that where possible the effect of the changes on the employee shall be minimized by transfer or re-assignment within the employ of the Employer, provided that such re-assignment does not result in the displacement of any other employee against the wishes of that employee.
- (b) An employee transferred as in (a) above shall be paid at the going rate for the position into which he/she is transferred.
- 27:05 No new employees will be hired by the Employer to replace any employees affected by the technological change or new method of operation until the employee(s) already employed and affected by the change have been notified and allowed an opportunity to retrain in accordance with Clause 27:03.

ARTICLE 28 EFFECT OF LEGISLATION

- 28:01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or any proclamation or any 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 29 JOB SECURITY

29:01 The Employer agrees that there will be no contracting out of bargaining unit work that is being performed by permanent employees of the bargaining unit at the time the Collective Agreement is signed. In the event that the Employer decides to contract out work it is agreed that no permanent employee who is working when the Collective Agreement is signed will have his/her hours of work reduced by such contracting out.

Notwithstanding the above, the Employer shall not be constrained from contracting out work which it cannot perform with its own resources. This condition is to apply for the life of this Agreement.

29:02 In the event that the Council agrees that the Pouch Cove Town Council is to be disbanded, placed under the jurisdiction of some other municipality or to be part of a regional Government/Council, it is agreed that the Employer will make every reasonable effort to protect the jobs of all permanent employees of the bargaining unit.

ARTICLE 30 JOB CLASSIFICATION

30:01 When a new classification is created by the Employer within the bargaining unit, the Employer agrees to negotiate the salary rate for that classification with the Union. If the parties fail to reach an agreement during such negotiations, the matter may be referred by either party to arbitration, in accordance with the provisions of Article 9 of this Agreement.

30:02 The Employer agrees to draw up position descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized position description.

30:03 When the duties of any classification are significantly changed by the Employer, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the position in question, such dispute may be considered as a grievance and may be submitted under the Grievance Procedure. The new rate shall be effective as agreed upon by the parties or as decided by an Arbitrator.

ARTICLE 31 DURATION

- 31:01 It is agreed that this Agreement shall remain in full force and effect for the period from May 1, 2024 to April 30, 2027, and shall further remain in full force and effect during negotiations for the renewal of the Agreement and until a new Agreement is concluded or the parties have terminated this Agreement.
- 31:02 Either party may give notice to terminate or amend the Agreement not more than one hundred and twenty (120) calendar days prior to the date of expiration.
- 31:03 Either party desiring to propose changes to this Agreement shall, within thirty (30) calendar days following receipt of notice under Clause 31:02, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by the one party, the other party is required to enter into negotiations for a new Agreement.
- 31:04 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 shall form part of this Agreement.

****SCHEDULE "A"**

Classification	May 1, 2024 +\$1.00 per hour	May 1, 2025 +\$1.30 per hour	May 1, 2026 +\$1.60 per hour
Lead Hand/Equipment Operator/Water Treatment	\$33.06 - \$39.06	\$34.36 - \$40.36	\$35.96 - \$41.96
Equipment Operator / Water Treatment	\$27.48 - \$33.48	\$28.78 - \$34.78	\$30.38 - \$36.38
Equipment Operator	\$26.15 - \$32.15	\$27.45 - \$33.45	\$29.05 - \$35.05
Municipal Worker/ Water Treatment	\$24.31 - \$30.31	\$25.61 - \$31.61	\$27.21 - \$33.21
Municipal Worker	\$22.98 - \$28.98	\$24.28 - \$30.28	\$25.88 - \$31.88

Training Incentive: Public works positions will have a wage range that will increase based on successful completion of eligible Training Incentives to a maximum of \$6.00 per hour. These training incentives are as follows

Training Certificate Incentives	Hourly Rate Increase		
	Level 1*	Level 2	Level 3
Water Distribution Operator	\$0.40	\$0.80	\$1.20
Water Treatment Operator	\$0.40	\$0.80	\$1.20
Wastewater Collection Operator	\$0.40	\$0.80	\$1.20
Wastewater Treatment Operator	\$0.40	\$0.80	\$1.20
IASSC Lean 6Sigma Yellow/Green/Black Belt	\$0.40 (Yellow)	\$0.80 (Green)	\$1.20 (Black)
Red Seal: Heavy Equipment Operator (Excavator)	\$0.80		
Red Seal: Heavy Equipment Operator (Tractor-Loader-Backhoe)	\$0.80		
Red Seal: Other Relevant Journeyman Tradesperson	\$0.80		
Engineering Technology Diploma	\$0.80		
Class 3, 5, 8, and 9A Motor Vehicle License	\$0.40		

- Clarifying Note 1: Reaching a higher incentive will replace the lower incentive in any row.
- Operators may submit copies of their MAE Operator Certification applications to the Town. If satisfied by experience details in application, Town may advance

Level 1 Water/Wastewater training incentives for a period not to exceed one year while operator is working towards completion of requirements for Level 1 certifications.

- Applicable Government taught training courses highlighted in the training chart will be offered to eligible and willing staff each year upon request from the employee. Approval by the employer will not be withheld unreasonably.
- Other relevant Red Seal training incentives to be issued at the discretion of management

1st Class Municipal Operator position eliminated. Assistant Clerk positions to be removed from bargaining unit.

Jamie Price is to be promoted to Equipment Operator / Water Treatment effective June 28, 2021

*Mike Evans is to be promoted to Equipment Operator/Water Treatment effective on date of signing (Mike to be paid an additional \$1.33 per hour)


*William Codner is to be promoted to Municipal Worker/Water Treatment effective on date of signing (William to be paid an additional \$1.33 per hour)

LETTER OF UNDERSTANDING

Position Descriptions

The Position Descriptions dated June 11, 2019, will be used by the parties.

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




Signed on behalf of the
Town of Pouch Cove

MEMORANDUM OF UNDERSTANDINGSeverance Benefits

Severance benefits will be discontinued date of signing of the Agreement. Existing bargaining unit employees will be paid a rate of one (1) week of pay for each year and pro-rated for a partial year at their wage rate prior to May 1, 2021. Employees with less than one (1) year of service will receive a portion of the week on a pro-rated basis.

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



Signed on behalf of the
Town of Pouch Cove

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day of October, 2024. ¹⁵

SIGNED ON BEHALF OF THE TOWN OF POUCH COVE:

Emily Wall
Witness

[Signature]
d. guivara

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

Dianna Luther
Witness

[Signature]
Shonda Thomas
[Signature]
[Signature]