



**COLLECTIVE AGREEMENT**

between

**MUSGRAVE HARBOUR TOWN COUNCIL**

and

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

**(January 1, 2025 - December 31, 2027)**

**THIS AGREEMENT** made this 29th day of November, Anno Domini, Two Thousand Twenty-Four;

BETWEEN:

**THE MUSGRAVE HARBOUR TOWN COUNCIL**

of the one part;

AND

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

of the other part;

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

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## ARTICLE 1 PREAMBLE

- 1:01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the 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 policy.

## ARTICLE 2 MANAGEMENT RIGHTS

- 2:01 The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the Town 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 being 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 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be updated and revised to reflect gender neutral language where the context of the party or parties hereto so require.

### 3:02 For the purpose of this Agreement:

- (a) "Bargaining Unit" means the Bargaining Unit recognized in accordance with Article 4.
- (b) "Classification" means the identification of a position by reference to a class title and pay range number.
- (c) "Council" is the Council of the Town of Musgrave Harbour.
- (d) "Day of rest" means a calendar day on which the employee is not ordinarily required to perform the duties of their position other than:

- (i) a designated holiday
  - (ii) a calendar day on which the employee is on leave of absence.
- (e) "Day" means a working day unless otherwise noted.
- (f) "Demotion" means an action which causes the movement of an employee from their existing classification to a classification carrying a lower pay range number.
- (g) "Employee" or "employees" means any person employed in a position which falls within the Bargaining Unit.
- (h) "Employer" means the Town of Musgrave Harbour as represented by Council.
- (i) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday.
- (j) "Layoff" means the termination of employment of an employee because of a lack of work or the abolition of a post.
- (k) "Leave of absence" means absence from duty with the permission of the Employer.
- (l) "Month of service" means a calendar month in which an employee is in receipt of salary or wages for the prescribed number of working hours in the month or a month in which the employee is on layoff or approved leave of absence.
- (m) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (n) "Overtime" means work performed by an employee in excess of their scheduled workday or work week.
- (o) "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.
- (p) "Permanent employee" means a person who has completed their probationary period and is employed on a full-time basis without reference to any specific date of termination of service.
- (q) "Probationary employee" means a person who is employed but who has worked less than the prescribed probationary period.

- (r) "Probationary period" means a period of fifteen (15) calendar weeks from the date of employment.
- (s) "Promotion" means an action which causes the movement of an employee from their existing classification to a classification giving a higher pay range number.
- (t) "Reclassification" means any change in the current classification of an existing position.
- (u) "Schedule" means in writing and posted in an accessible place to all employees.
- (v) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods in which an employee is on layoff or approved leave of absence.
- (w) "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.
- (x) "Temporary employee" means a person who is employed on a full-time basis for a specific period or for the purpose of performing specific work and who may be laid off at the end of such period or following the completion of such work. Such employees will be given the date of layoff in writing and if any extension is necessary, the new layoff date will also be in writing.
- (y) "Transfer" means the movement of an employee from one (1) position to another which does not result in promotion or demotion.
- (z) "Termination" means the final severance of employment of an employee because:
  - (i) the employee resigns;
  - (ii) is dismissed for just cause and not re-instated;
  - (iii) the employee is laid off for a period longer than two (2) years.
- (aa) "Union" means the Newfoundland and Labrador Association of Public and Private Employees with Headquarters in St. John's.

- (bb) "Vacancy" means an opening which is either permanent, part-time or of a temporary nature for more than one (1) week.
- (cc) "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.
- (dd) "Year" means a calendar year.

ARTICLE 4 RECOGNITION

4:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees save and except the Town Clerk.

4:02 Work of the Bargaining Unit

Persons whose jobs are not in the Bargaining Unit shall not work on jobs which are included in the Bargaining Unit.

4:03 No Other Agreements

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

4:04 No Discrimination - Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfer, layoffs, recall, discipline, classification, discharge, assignment of work or otherwise by reason of age, race, creed, sex, mental and physical disability or marital status, nor by reason of their membership or activity in the Union.

4:05 Temporary and Part-Time Employees

Temporary and regularly scheduled part-time employees shall be included in the Bargaining Unit.

4:06 Shop Stewards

In the interest of maintaining a harmonious relationship between the Town 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, preparing and presenting grievances on behalf of employees, carrying out assigned safety committee



responsibilities and attending management meetings when requested, it is hoped that Shop Stewards will encourage and protect a proper Employer/employee relationship in the workplace.

4:07 Bulletin Boards

The Town Council shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of 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 investigations of grievances shall not absent themselves from work except with permission from their Supervisor and such permission will not be unreasonably withheld.
- (b) Permission to hold meetings on the premises shall in each case be obtained from the Employer and such meetings shall not interfere with the operations of the Employer.

4:09 Employee Rights

Notwithstanding anything contained in this Agreement, an employee may present a personal complaint to their Employer.

4:10 New Positions

When new classifications are developed the Employer agrees to consult with the Union as to whether such classifications should be included in the Bargaining Unit. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.

ARTICLE 5 UNION SECURITY

5:01 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 Such employees will be advised that the Employer will not recognize any withdrawal of membership after being hired.

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

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment; and
- (d) where copies of the Collective Agreement have been provided to the Town Council by the Union, the employee will receive a copy.

5:04 Where a Shop Steward is available, the employee will be introduced to them as soon as possible.

5:05 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 CHECKOFF

6:01 The Employer shall deduct from the salary or wages of all employees within the Bargaining Unit the amount of membership dues and Local fees and forward same monthly to the President of 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;
- (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 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 their T-4 statement.

6:03 The Union shall inform the Employer in writing of all authorized deductions to be made.

ARTICLE 7 CORRESPONDENCE

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

ARTICLE 8 GRIEVANCE PROCEDURE8:01 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 their grievance in accordance with the Grievance Procedure.

8:03 Shop Steward

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

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 them.

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 or while attending arbitration hearings.

8:06 Permission to Leave Work

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

8:07      Settling of Grievances

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

Step 1

The aggrieved employee shall, within ten (10) working days after becoming aware of the occurrence of the grievance, submit their grievance to the Shop Steward.

Step 2

If the Steward considers the grievance to be justified, the employee concerned together with their Shop Steward, may within ten (10) working days submit the grievance in writing to the Mayor and an earnest effort shall be made to settle the grievance. The decision shall be given to the Shop Steward in writing within ten (10) days of receipt of the grievance.

Step 3

Failing settlement being reached in Step 2, either party may refer the dispute to arbitration within thirty (30) calendar days of the Town Council's decision in Step 2.

8:08      Time Limits

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

8:09      Policy Grievance

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

8:10      Union May Institute Grievance

The Union and its representative 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 3.

8:11 Replies in Writing

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

8:12 Facilities for Grievance Meetings

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

\*8:13 Mutually Agreed Changes

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

8:14 Technical Objections to Grievances

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

ARTICLE 9 ARBITRATION9:01 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 their own procedure, but shall give full opportunity to all parties to present evidence and make representations. In their attempts at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. They shall hear and determine the difference or allegations and render a decision within sixty (60) days from the time of appointment.

9:04 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed. 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 they deem 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 they shall do within ten (10) days.

9:06 Expenses of the Arbitrator

Each party shall pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the Arbitrator.

9:07 Amending of Time Limits

The time limits fixed in both Grievance and Arbitrator 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 witnesses. Employees appearing as witnesses shall be considered on paid leave with no loss of wages or benefits.

9:09 Conflict of Interest

No person

- (a) who has any pecuniary interest in the matters referred to the Arbitrator; or
- (b) who is acting or has within a period of six (6) months preceding the date of their 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 A Labour Management Committee shall be established consisting of one (1) representative of the Union and one (1) representative of the Employer.

10:02 Function of Committee

The Committee shall concern itself with the following general matters:

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

ARTICLE 11 ABSENCE FROM WORK DUE TO WEATHER CONDITIONS

11:01 Adverse Weather Conditions

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

- (a) All employees are due to report to work as scheduled.
- (b) When an employee, through no fault of their own, is unable to report to work because of adverse weather or because of a declared state of emergency, such employee(s) shall suffer no loss of pay or other benefits, nor shall they be required to make up in any way for time lost due to not reporting for work.
- (c) Notwithstanding Clause 11:01 (a) above, the Employer reserves the right to close down or reduce staffing levels in any work area(s), in which event employee(s) so affected will not be required to report for duty and shall be paid in accordance with terms of Clause 11:01 (b) above.
- (d) In the event the offices are closed due to adverse weather, employee(s) will be sent home and employee(s) so affected will suffer no loss in pay or other benefits.

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE12:01 (a) Probationary Period

The probationary period shall be fifteen (15) calendar weeks for all employees.

(b) Discharge Procedure

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

12:02 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately re-instated in their former position without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an Arbitrator, if the matter is referred to arbitration.

12:03 Warnings

- (a) Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within three (3) days of the incident, give written particulars of such censure to the employee involved. If this procedure is not followed, such written censure shall not become part of their record for use against them at any time.
- (b) When an employee is required to attend a meeting with the Employer which concerns an oral reprimand or which precedes a written warning, the Employer shall advise the employee that they have a right to be accompanied by a Shop Steward.



12:04      Adverse Report

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

Any reprimand or warning given in writing and becoming part of an employee's personal file shall be removed and destroyed after fifteen (15) months have elapsed.

12:05      Personal Files

- (a) There shall be one (1) official personal file, which shall contain all adverse reports and records of disciplinary action, and this file shall be maintained in the Town Office. An employee shall, at any reasonable time, be allowed to inspect their personal file, and may be accompanied by a representative of the Union.
- (b) A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received same document by signing the file copy.

12:06      Grievance Procedure

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.

12:07      Performance Evaluation

An employee who feels that they have not been given a proper evaluation shall have the right to grieve in accordance with Article 8. Performance evaluations shall not be considered an adverse report.

ARTICLE 13 SENIORITY13:01 Seniority Defined

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

\*13:02 Seniority Lists

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

\*(b) Accumulation of Seniority Other Than For Time Actually Worked

Employees shall accumulate seniority in the following cases:

- (i) Annual Leave
- (ii) Sick Leave
- (iii) Special Paid Leave
- (iv) Unpaid Sick Leave
- (v) Maternity Leave
- (vi) While on Workers' Compensation
- (vii) Adoption Leave
- (viii) Family Leave
- (ix) Bereavement Leave

13:03 Probation for Newly Hired Employees

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

13:04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

- (a) they are discharged for just cause and are not re-instated;
- (b) they resign in writing;

- (c) they are absent from work in excess of three (3) working days without the approval of the Town Clerk or without sufficient cause;
- (d) they fail to return to work within twenty (20) working days following a layoff and after being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the employee to keep the Town Clerk informed, in writing, of their current address. An employee who is recalled for casual work or employment at a time when they have employment which will continue for a greater duration than the recall period shall not lose their recall rights for refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of notice of recall, the employee shall, within five (5) working days, notify the Town Council whether or not they will return to work;
- (e) they are laid off or on leave without pay for a period longer than twenty-four (24) months;
- (f) employees shall have the right to refuse recall into a lower paying position or a position with less hours than their own without loss of seniority.

#### ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14:01 When a vacancy occurs or a new position is created either inside or outside the Bargaining Unit, the Employer shall post a notice of the position in accessible places in the Employer's premises for a period of not less than fifteen (15) calendar days. Copies of all postings are to be supplied concurrently to the Local President.

#### 14:02 Information on Posting

For vacancies or new positions inside the Bargaining Unit, such notice 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 all applicants regardless of gender".

#### 14:03 Procedure for Filling Vacancies

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

14:04 Role of Seniority in Promotions and Transfers

Both parties recognize:

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

Therefore, when a vacancy occurs in an established position within the Bargaining Unit or when a new position is created within the Bargaining Unit, employees who apply for the position or promotion or transfer shall be given preference on a seniority basis for filling such vacancy.

14:05 Trial Period

The successful applicant shall assume their new duties on a trial basis for one (1) month. The Employer shall confirm the employee's appointment after the trial period of one (1) month, unless the Employer deems the employee's service unsatisfactory. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their 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 their former position, wage or salary rate, without loss of seniority.

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 they can do providing a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to bump a less senior employee.

14:08 Disabled Employee's Preference

An employee who has been incapacitated by their work by injury or compensable occupation disablement and is unable to perform their regular duties, will be employed in other work which they can do providing a suitable

position is available and the applicable rate for the new position will apply. Such employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to bump a less senior employee.

14:09 Older Worker Provision

An employee, who through advancing years or temporary disablement, is unable to perform their regular duties will be employed in some work which they can do providing a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to displace a less senior employee.

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 have the right to bump a junior employee(s).

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 employees who are to be laid off no less than ten (10) working days prior to effective date of layoff. If, through no fault of their own, the employee has not had an opportunity to work the days of notice as provided in the Clause, they shall be paid wages or salary, exclusive of overtime, that they would have earned during the notice period.

ARTICLE 16 HOURS OF WORK

- 16:01 (a) The scheduled work week for all employees shall be forty (40) hours per week (exclusive of meal breaks).
- (b) For outside workers, the daily hours of work for the winter months (November 1 to April 30) shall be 6:00 a.m. to 3:00 p.m., Monday to Friday.

16:02 Rest Periods

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

16:03 Meal Breaks

The meal break shall not exceed one (1) hour and shall be taken at such time as the Employer directs.

- 16:04 Days off for outside workers shall be allocated at the rate of two (2) consecutive days off. The days off shall be Saturday and Sunday except where mutually agreed between the Employer and the employee.

This shall not apply to the Park Attendants, but they shall receive two (2) days off.

16:05 Hours of Work for Part-Time Employees

Part-time employees shall work at least a minimum of three (3) hours per day.

- 16:06 There shall be no split shifts, i.e. there shall be no break in shifts other than authorized rest periods and meal breaks. For the purpose of the Municipal Parks, the present schedule shall remain in effect and the split shift shall not apply.

\*16.07 Recall for Call-in Operator

The Employer shall recall employees on a seniority basis. The Employer shall make every reasonable effort to give as much notice as possible for recall for available shifts. In the case of adverse weather, or emergent situations, the employer shall make every reasonable effort to recall staff on a seniority basis. After 3 calls with no answer, or call back by the senior qualified employee, the employer may move on to the next available call-in operator. The employer shall provide proof of attempted recall if there is a dispute.

ARTICLE 17 OVERTIME

17:01 Definition of Overtime

(a) All time worked by an employee before or after their regularly scheduled daily or weekly hours shall be considered overtime.

(b) Approval of Overtime

All overtime is subject to the prior approval of the Town Clerk or their 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 ½).

(b) Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the Town Clerk or their designated representative. The employee's decision to receive time off must be conveyed to the Town Clerk or their designated representative within seventy-two (72) hours of the conclusion of the overtime.

\*(c) An employee shall be permitted to bank overtime at the appropriate overtime rate. Any banked overtime shall be paid out in full by December 31<sup>st</sup> of each year. The Employer shall keep a record of all banked overtime and shall provide balances on request to the employee.

\*17:03 Meal Periods

Subject to Clause 16.03 all employees shall be entitled to a meal break of one (1) hour per shift. An employee recalled to work during their meal period shall be paid time and one-half (1 ½) for all time worked during the meal period, to a maximum of one and one-half (1 ½) hours.

17:04 Sharing of Overtime

Overtime and callback shall be divided as equally as possible among employees qualified to perform the available work.

17:05 Callback

- (a) An employee who is called back to work outside their normal working hours shall be paid at time and one-half (1 ½) for each hour worked. This time can be granted as time off at the above rate if mutually agreed.
- (b) Transportation expenses shall be paid to employees recalled to work to a maximum of ten dollars (\$10.00) for each recall or the appropriate kilometer rate.

17:06 No Layoff to Compensate for Overtime

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

17:07 Calculating of Overtime Rates

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

\*17:08 Overtime on an Employee's Day Off

An employee who works on their day off shall be paid double time (x 2) for all hours worked.

ARTICLE 18 HOLIDAYS\*18:01 Paid Holidays

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

- (a) New Year's Day
- (b) Good Friday
- (c) Commonwealth Day
- (d) Canada Day
- (e) Civic Holiday
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Armistice Day
- (i) Christmas Day
- (j) Boxing Day



- (k) Any other day proclaimed as a special holiday by the Provincial Government
- (l) Four (4) floating holidays.
- \*(m) National Day for Truth and Reconciliation

18:02 Compensation for Work on Paid Holiday

An employee who is required to work on a paid holiday listed in Clause 18:01, shall be paid at the rate of time and one-half (1 ½) for each hour worked in addition to another hour off with pay at straight time for each hour worked.

18:03 Compensation for Holidays Falling on Saturday or Sunday

When any of the aforementioned holidays fall on a weekend and is not proclaimed as being observed on the same day, employees shall observe the day proclaimed as a holiday on the Monday following the holiday.

18:04 Compensation for Holidays Falling on Scheduled Days Off

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

18:05 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 Length of Vacation

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

<u>Years of Service</u>	<u>Number of Days</u>
Up to three (3) years	Two (2) weeks
From four (4) to ten (10) years	Three (3) weeks

From eleven (11) to nineteen (19) years Four (4) weeks

Twenty (20) years and over Five (5) weeks

- (a) No annual leave may be taken by an employee until they have not less than six (6) months of service prior to taking leave.
- (b) When an employee has had not less than sixty (60) days of service, they may anticipate annual leave to the end of the period of their authorized employment or to the end of the year concerned, whichever is the shorter period.
- (c) When an employee becomes eligible for a greater amount of annual leave, they may be allowed in the year in which the change occurs, a portion of the additional leave for which they have become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.

19:02 Annual leave shall not be taken except with prior approval of the Town Clerk. No annual leave shall be taken during the winter months (November 1 to April 30). However, subject to the operational requirements of the Town Council, the Town Clerk shall make every reasonable effort to grant the employee their annual leave at a time requested by the employee.

19:03 In the event an employee works during periods of annual leave, they shall be paid time and one-half (1 1/2) for each hour worked in addition to another hour off with pay at straight time for each hour worked.

19:04 An employee may carry forward to another year one (1) week of annual leave not taken by them in previous years.

- 19:05
- (a) An employee who becomes ill while on annual leave may change the status of their leave to sick leave effective the date of notification to the Employer and upon production of a medical certificate.
  - (b) In the case of an employee who is admitted to hospital while on annual leave, they may change the status of their leave to sick leave with effect from the date they were admitted to hospital.
  - (c) If an employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

19:06 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time to be mutually agreed upon.

19:07 Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period. However, should any salary increase become effective during the employee's vacation period, they shall receive the benefit of such increase from the effective date.

19:08 Vacation Pay on Termination or Retirement

An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to an equivalent payment of salary or wages in lieu of such vacation at termination, provided that the employee gives proper notice of termination. In the event that proper notification is not given, the Employer shall deduct the number of days for which the notice was not given.

19:09 Selecting of Vacation Dates

Preference in the selection of vacation dates will be made available to employees on the basis of seniority.

19:10 Vacation Schedule

- (a) Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.
- (b) Employees must request, in writing, two (2) weeks before desired date of annual leave.

19:11 Accumulation of Vacation Credits While on Annual Leave

An employee shall be eligible to accumulate vacation credits while on such leave or any other paid leave.

19:12 Unused Vacation Paid to Estate

Any earned but unused vacation of a deceased employee shall be paid to such employee's spouse or children.

19:13 Annual Leave of Short Duration

An employee may request annual leave of short duration, and such request shall not be unreasonably denied by the Town Clerk.

19:14 Annual Leave Records

Annual leave that each employee has to their credit shall be posted by March 31st of each year.

ARTICLE 20 SICK LEAVE20:01 Sick Leave Defined

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

20:02 Paid Sick Leave

An employee is eligible to accumulate sick leave with full pay at the rate of one and one-half (1 ½) days per month.

20:03 Deduction from Sick Leave

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

20:04 Proof of Illness

Before receiving sick leave with full pay an employee shall be required by the Employer to produce a medical certificate for an illness in excess of three (3) consecutive working days, certifying that they are unable to carry out their duties due to illness.

20:05 Sick Leave During Leave of Absence and Layoff

When an employee is given paid vacation or special paid leave of absence, or when they are absent from work and receiving Workers' Compensation, they shall receive on their 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, they shall not receive sick leave credits for the

period of such absence, but shall retain their accumulative credits, if any, existing at the time of such layoff.

20:06 Sick Leave Records

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

20:07 Injury on Duty

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

20:08 Sick Leave During Special Leave Without Pay

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

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

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

20:10 An employee shall be permitted to carry over into the next year any unused portion of their sick leave to a maximum of sixty (60) days.

ARTICLE 21 LEAVE OF ABSENCE

21:01 Negotiation Pay Provision

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

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 Supervisor, leave of absence with pay and without loss of benefits shall be granted by the Supervisor to employees elected or appointed to represent the Union at Union functions, including the functions listed in paragraph (b) thereof, up to a limit of a total of twenty (20) working days per year accumulated for the entire bargaining unit. On reasonable notice to the Supervisor, 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 and Labrador Association of Public and Private Employees, the Component Convention of the Newfoundland and Labrador Association of Public and Private Employees, the Convention of the Newfoundland and Labrador Federation of Labour, the Conventions of the Canadian Labour Congress, the National Union of Public and General Employees, Local Officers' Seminars and Educational Seminars sponsored in whole or in part by the Union, meetings of the Provincial Executive and the Provincial Board of Directors.
- (c) Additional leave without pay for the purpose of attending to Union business may be granted by the Supervisor if requested and on reasonable notice.

21:04 Leave of Absence for Full Time Union Representative

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 their term of office.

\*21:05 Paid Bereavement Leave

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

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, grandmother, grandfather, common-law spouse, mother-in-law, father-in-law, three (3) days.

- (b) In the case of the death of an employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law or near relative living in the same household, one (1) day.
- (c) In cases where extraordinary circumstances prevail, the Supervisor may grant two (2) additional days, other than those referred to in Clause 21:05.
- \*(d) In the case of a delayed interment, the employee shall be permitted to reserve one (1) day of the entitled bereavement leave to be used at a later date. As much prior notice as possible to be given to the Employer.

## \*21:06

Maternity/Paternity Leave

- (a) Subject to Clause 21:06 (b), an employee may, upon the advice of their physician, request maternity leave without pay to start not earlier than three (3) months prior to the expected date of delivery and the employee shall be granted maternity leave in accordance with this Article.
- \*(b) An employee may be permitted to commence maternity leave at the beginning of their sixth month of pregnancy. The maximum maternity/paternity leave allowed under this Clause shall be 18 months in total.
- \*(c) The employee shall resume their former position and salary upon return from maternity/paternity leave, with no loss of accrued benefits.
- \*(d) Periods of maternity/paternity leave in excess of twenty (20) days in any year shall not be reckoned for sick leave purposes.
- (e) The employee may return to duty after two (2) weeks' notice of their intention to do so on production of a satisfactory certificate of fitness from their physician, if applicable.
- (f) An employee may be awarded sick leave for illness that is associated with pregnancy before commencement of maternity leave.
- \*(g) While on maternity/paternity leave, employees shall continue to accumulate service for seniority and annual leave purposes only (no retroactive application).
- \*(h) An employee who applied for a position in accordance with Clause 14:01 while on maternity/paternity leave shall be considered for that

job posting in accordance with the provision of Clause 14:01. If the employee on maternity leave is successful, their trial period shall start upon return to work.

- \*(i) Upon written request to the Employer from the employee who is on maternity/paternity leave, job postings shall be forwarded to the employee.

21:07

#### Adoption Leave

- (a) Subject to the approval of the Employer, special leave without pay for a maximum period of thirty-three (33) weeks shall be granted to an employee who legally adopts a child and upon presentation of proof of adoption. While on adoption leave, employees shall continue to earn service for seniority and vacation purposes. Such leave shall not be unreasonably denied.
- (b) The employee shall resume their former position and salary upon their return from adoption leave with no loss of accrued benefits.
- (c) The employee may return to duty after two (2) weeks' notice to the Employer.

21:08

#### Paid Jury or Court Witness

- (a) The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as juror or witness in any court. Any remuneration the employee receives from the courts will be over and above their pay and benefits from the Employer.
- (b) Any employee who is subpoenaed to be a juror and is subsequently not picked will be covered by this Article.

21:09

#### Education Leave

An employee who is upgrading their 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.

21:10

#### 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 them.



21:11

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 dependent family member living in the same household on a dental or medical appointment;
  - (iv) attend meetings with school authorities;
  - (v) attend to the needs related 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) 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 they report to work following a recall and subsequently qualifies for family leave during that period for which they were recalled.

\*21:12

Family Violence Leave

An employee shall be granted leave with pay, not exceeding three (3) days in an aggregate in a calendar year, where 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 in 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.

#### Confidentiality

All personal information concerning domestic violence will be kept confidential in compliance with relevant Legislation.

All employee who wishes to take leave of absence under this Clause may be required to provide the Employer with reasonable verification of the necessity of the leave.

## 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 two (2) weeks subject to the employee electing to take overtime in lieu. 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 their wages, overtime and other payroll deductions.

### 22:02 Pay on Temporary Transfers, Higher Rater 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 that position for a minimum of one-half (1/2) of their normal work day.
- (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 their wishes to receive their advance payment, shall receive prior to commencement of their annual vacation, any regular pay cheque(s) which may fall due during their vacation.

22:04 Transportation

When, in the course of their duties, an employee is required by the Employer to travel out of town on 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 Provincial Government rate in effect at the time the travel occurred. Employees have the right to refuse to utilize their own vehicles for the Employer's business.

22:05 Salaries

Salaries shall be established in accordance with Schedule "A" of the Collective Agreement.

ARTICLE 23 PERSONAL LOSS

23:01 Subject to Clauses 23:02 and 23:03 where an employee, in the performance of their duty, suffers any personal loss and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for any loss suffered. All claims will be submitted to Council for final approval.

23:02 All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the Town Clerk or their designated representative.

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

23:04 Compensation under this Article for approved claims will be paid within thirty (30) days of approval.

ARTICLE 24 STRIKES AND LOCKOUTS

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

ARTICLE 25 TERMINATION OF EMPLOYMENT

- 25:01 Employees shall give the Employer two (2) weeks' notice of their intention to terminate their employment.
- 25:02 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.
- 25:03 The period of notice may be reduced or eliminated by mutual agreement.
- 25:04 Upon termination of service an employee shall receive pay for all their earned current and accrued leave not taken by them prior to the date of termination of their service provided, however, that any indebtedness to the Employer may be deducted from such payment.

ARTICLE 26 EMPLOYEE BENEFITS

- 26:01
- (a) The Group Insurance Plan presently in effect shall remain in effect during the term of this Agreement.
  - (b) The Employer will pay fifty percent (50%) of the premiums of the Insurance Plan and the employees will pay fifty percent (50%).
  - (c) Seasonal employees shall have the right to continue coverage during layoff through direct payments of one hundred percent (100%) of the premiums of the Insurance Plan.
- 26:02 All employees shall be covered by the Workers' Compensation Act. An employee prevented from performing their regular work with the Employer on account of an occupational accident that is covered by Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Commission and their regular salary. Such difference will not be paid by the Employer if the occupational accident occurred as a result of the employee's misuse of or failure to use, necessary safety equipment or their failure to follow prescribed work procedures. Pending a settlement of the insurable claim, the employee shall continue to receive full pay and benefits of this Agreement, subject to necessary adjustments. Payments under this Clause shall not be deducted from an employee's accumulated sick leave credits.

26:03 Liability Protection

Employees covered by this Agreement shall be covered by the Employer's general liability insurance in the performance of their assigned duties.

ARTICLE 27 TECHNOLOGICAL CHANGE27:01 Consultation

Meetings will be arranged between the Union and the Employer within ninety (90) days of the Town Council's notification to the Union for the purpose of consulting on the effect to result from the change or to discuss training needs.

27:02 Training Benefits

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

\*27:03 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 27:02.

ARTICLE 28 EFFECT OF LEGISLATION28:01 Continuous of Acquired Rights

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

ARTICLE 29 CONTRACTING OUT

29:01 The Employer shall not contract out work that is normally done by employees within the Bargaining Unit.

ARTICLE 30 PROTECTIVE CLOTHING

30:01 An allowance of six hundred dollars (\$600.00) per year will be paid to all employees who have accumulated twelve (12) months of service.

30:02 Safety hats and other safety equipment shall be provided free of charge where it is required in accordance with Safety Regulations.

ARTICLE 31 AMENDMENT BY MUTUAL CONSENT

31:01 It is agreed by the parties to this Agreement that any provisions of this Agreement, other than the Duration of Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

ARTICLE 32 TRAVEL ON EMPLOYER'S BUSINESS

\*32:01 \*(a) Employees, who are authorized to use their own vehicles while travelling on business for the Employer, shall be reimbursed as per the Provincial Government rate for approved travel.

\*(b) Employees who are required to travel while on business for the Employer shall be paid meals at the following rates:

Breakfast:	\$15
Lunch:	\$20
Supper:	\$30

\*32:02 An employee shall be entitled to \$10 per night for incidentals when overnight travel is required for Employers business.

32:03 An employee required to travel on the Employer's business shall be deemed to be working for the Employer.

### ARTICLE 33 SALARIES

33:01 The salaries set out in Schedule "A" will become effective from the dates prescribed in that Schedule and the salary adjustment formula set forth therein will be applied.

#### 33:02 Part-time and Temporary Employees

- (a) Part-time employees shall receive the wages and benefits specified in this Agreement on a pro rata basis according to their hours of work.
- (b) Temporary employees shall be entitled to the wages and benefits of this Agreement for the duration of their employment. Earned benefits shall be prorated and employees will be allowed to carry forward these benefits from one period of employment to the next.

#### 33:03 Severance Pay

Full-time employees, with ten (10) years of continuous service, shall be entitled to twenty-five (25) days' pay when their employment permanently ceases.

### ARTICLE 34 JOB CLASSIFICATION

#### 34:01 Job Classification

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

#### 34:02 Job Descriptions

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

34:03 No Elimination of Present Classifications

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

34:04 Change in Classification

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

34:05 Work Within Classification

No employee shall be required to perform duties outside of their classification.

ARTICLE 35 CROSSING OF PICKET LINES DURING STRIKE

35:01 An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute only when there is no emergency. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 36 OCCUPATIONAL HEALTH AND SAFETY

36:01 The Employer and the Union agree to co-operate in the establishment of an Occupational Health and Safety Committee which shall be governed by the Occupational Health and Safety Act and Regulations.

36:02 The Employer will acquaint all new employees with the potential hazards of their jobs and shall inform all employees of any new safety hazards that might develop through the introduction of new machinery or new work methods.

36:03 All employees shall be required to familiarize themselves with the potential hazards associated with their duties.



- 36:04 Where there are reasonable grounds to believe that working alone is dangerous to an employee's health or safety, the Employer will ensure a second person is in attendance.
- 36:05 All matters dealing with safety shall be discussed and dealt with by the Occupational Health and Safety Committee.
- 36:06 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.
- \*36:07 All members of the Occupational Health and Safety Committee and/or Worker Representatives shall receive time off with pay to participate in education programs in accordance with Clause 21:09.
- 36:08 Proper Accommodations
- Proper accommodations shall be provided for employees to have their rest breaks and store and change their clothes. All employees working on an unsanitary or dangerous job shall be provided with all necessary tools, safety equipment and protective clothing. The Employer will endeavour to provide locker space for the protection of clothing.

#### ARTICLE 37 PAST PRACTICE

- 37:01 The Employer agrees to continue any benefits employees presently enjoy which are not included in the Collective Agreement or that are greater than those provided for in the Collective Agreement.

#### ARTICLE 38 ORIENTATION PROGRAM

- 38:01 The Employer shall provide an orientation program to new employees which shall include information on the organization's policy and procedures.

#### ARTICLE 39 SEXUAL AND PERSONAL HARASSMENT

- 39:01 Both the Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which sexual and personal harassment does not exist.
- 39:02 The Employer and the Union recognize the right of employees to work in an environment free from sexual and personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment or personal harassment of a Bargaining Unit member has taken place, the Employer shall take appropriate action to

ensure that the sexual harassment and personal harassment ceases. The victim shall be protected from repercussions which may result from their complaint.

#### ARTICLE 40 COPIES OF AGREEMENT

##### 40:01 Cost of Printing

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason, the cost of printing this Agreement shall be paid on a fifty/fifty (50/50) basis.

#### ARTICLE 41 DURATION

\*41:01 This Agreement shall be effective from January 1, 2025, and shall remain in full force and effect until December 31, 2027, or until a new Collective Agreement is signed by the parties, whichever is the latter.

##### 41:02 Notice to Negotiate

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

##### \*41:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within thirty (30) calendar days following receipt of notice under Clause 31:01, 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 42 GENERAL

42:01 All employees will need to pass a random drug test as required by the Employer and the Employer will pay all costs.

42:02 All employees will need to submit a code of conduct as required by the Employer and the Employer will pay all costs.

**\*SCHEDULE "A"**

## Salary Increases

Permanent Operator – Increase of \$1.25 per year, for each year.

Call-In Operator - Increase of \$1.00 per year, for each year

Park Warden - Increase of \$1.00 per year, for each year

Finance Officer - Increase of \$1.00 per year, for each year

	<b>Effective January 1, 2025</b>	<b>Effective January 1, 2026</b>	<b>Effective January 1, 2027</b>
<b>Permanent Operator</b>	\$27.10	\$28.35	\$29.60
<b>Call-in Operator</b>	\$25.05	\$26.05	\$27.05
<b>Park Warden</b>	\$24.05	\$25.05	\$26.05
<b>Finance Officer</b>	\$26.00	\$27.00	\$28.00

November 29, 2024

Ms. Amber Littlejohn  
Town Clerk  
Town of Musgrave Harbour  
PO Box 159  
Musgrave Harbour NL  
AOG 3JO

Dear Ms. Littlejohn:

**RE: WORK SCHEDULE**

This is to confirm the previous work schedule as mutually agreed between the employees and the Employer will remain in effect for the duration of this Agreement. For clarity purposes, this schedule consists of ten (10) consecutive days on, 4 consecutive days off, shift rotation.

Sincerely,



Kristal Rice  
MEMBERSHIP SERVICING OFFICER

**MEMORANDUM OF AGREEMENT**

**JOB DESCRIPTION - PERMANENT OPERATOR**

For the purpose of this Agreement, means an employee with Class VIII or Class III License and can use all the Town's equipment. Performs Town outside work such as water and sewer maintenance, street maintenance, operates Town vehicles and equipment requiring the maintenance of a Class V License. Also, performs any other related duties assigned by Council.

Signed on behalf of the Musgrave Harbour  
Town:



Signed on behalf of NAPE:



Date:

December 12, 2024

**\*MEMORANDUM OF AGREEMENT**  
**Pandemic/Health Emergency Illness**

During a pandemic or public health emergency, employees who are asymptomatic but recommended or directed to self-isolate or quarantine will be placed on special leave with pay for all missed work hours to a maximum of eighty(80) hours. Permanent part-time employees will be paid for all scheduled shifts to a maximum of eighty(80) hours.

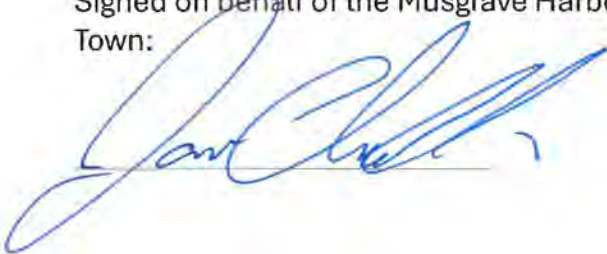
If employees are not exhibiting symptoms and can work from home, the Employer may require employees to do so during the period of self-isolation. Otherwise, employees will remain on special leave with pay.

Should the individual exhibit acute illness or symptoms relating to the pandemic or health emergency, special leave with pay will revert to sick leave, annual leave, or time off in lieu where sick leave has been exhausted, or Workers Compensation Benefits if applicable.

Employees will not be required to provide medical documentation for one period of fourteen (14) days.

The Employer may require an employee to provide medical clearance before returning to work following their absence due to acute illness.

Signed on behalf of the Musgrave Harbour  
Town:



Signed on behalf of NAPE:



Date:

December 12, 2024

**\* MEMORANDUM OF AGREEMENT**

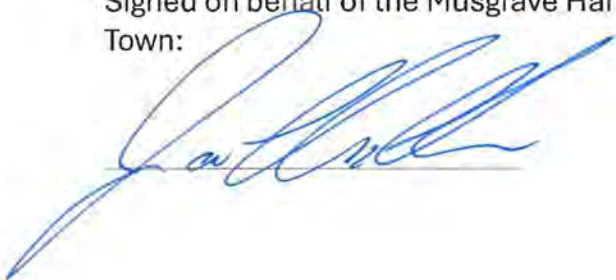
**Call-in Operator Duties**

Any new hires for the Call-In Operator Position shall be required to perform Water Treatment Plant duties as part of the Call-in Operator position duties. The Town of Musgrave Harbour shall provide all necessary training for the Water Treatment Plant, and continuing education at no cost to the employee.

Current Call-in Operators, that were hired on or before November 29, 2024, shall be offered the opportunity to accept training for duties at the Water Treatment Plant, if current Call-in Operators do not wish to participate in Water Treatment Plant training/duties, they shall not be entitled to recall for hours of work at the Water Treatment Plant.

Signed on behalf of the Musgrave Harbour  
Town:

Signed on behalf of NAPE:



Date:

December 12, 2024

**\* MEMORANDUM OF AGREEMENT**

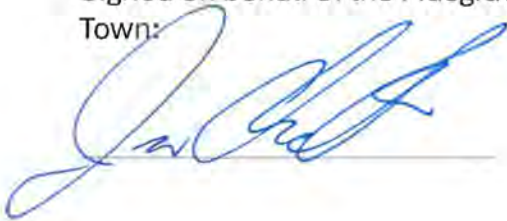
**Payroll Schedule**

The Employer served notice to implement a trial a period of implementing weekly salary cheques instead of the bi-weekly salary cheques as per article 22.01, as of June 18, 2024. It is agreed that the employer shall continue to pay salary cheques on a weekly basis, subject to the employee electing to overtime in lieu.

The Employer may service notice to the Union to revert back to article 22.01, bi-weekly salary cheques, by submitting thirty (30) days notice to the Union.

Signed on behalf of the Musgrave Harbour

Town:



Signed on behalf of NAPE:



Date:

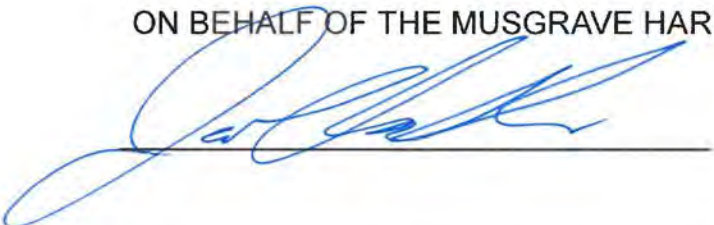
December 12, 2024



SIGNED this 12<sup>th</sup> day of December, 2024




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

ON BEHALF OF THE MUSGRAVE HARBOUR TOWN COUCIL:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
WITNESS

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

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
WITNESS