

COLLECTIVE AGREEMENT

THE TOWN OF HAPPY VALLEY-GOOSE BAY
Party of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2019
Party of the Second Part



Effective January 1, 2019 to December 31, 2022

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ARTICLE 1 - PREAMBLE

1.01 WHEREAS it is the desire of both parties to this Agreement.

1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions in all matters pertaining to working conditions, employment, services, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
5. To reserve to the parties signatory hereto, the respective rights and privileges of each of them.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 **Management Rights**

The Union recognizes and agrees that the Employer has the right to operate and manage its assets and business and direct the working forces subject to the terms of this agreement. The Employer shall not exercise its rights in an arbitrary or discriminatory manner.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 **Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 2019 as the sole and exclusive collective bargaining agent for all of employees, save and except:

Management (including but not limited to):

Town Manager

Town Clerk

Director of Financial Operations

Director of Community Services & Recreation

Director of Engineering

Director of Community Development & Research

Superintendent of Works – R/T

Superintendent of Works – W/S

Chief Municipal Enforcement Officer

Community Constable

Director of Planning Development & Control

Director of Human Resources & Employee Relations

Public Relations and Special Events Manager

Supervisor of Assessment and Taxation
Confidential Secretary (Executive Assistant to the Town Manager)
Fire Chief;

and any position with statutory duties designed by the *Municipalities Act*, as amended from time to time;

persons hired as labourers specifically for the spring clean-up period (no person excluded for the spring clean-up period shall be retained on the payroll for a period exceeding three (3) months in any calendar year) and;

term/temporary positions up to and not extending past three (3) months in duration, provided that no bargaining unit member shall suffer a reduction in work or pay as a result of hiring such employee. Further, no term/temporary position shall be hired if there are employees with seniority on lay-off who are qualified, able and available to perform the work.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except:

- (a) In case of emergency;
- (b) For work that is incidental to supervisory duties; and
- (c) For instruction and training.

3.03 No Other Agreement

No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

3.04 No Strike, No Lockout

During the terms of this agreement the parties hereto agree that there shall be no strikes or lockouts.

3.05 Provision of the Agreement

In the event that any of the provisions of this agreement are found to be in conflict with any laws of any properly constituted government body who has jurisdiction in the area, it is agreed that such laws shall supersede the conflicting provision without in any way affecting the remainder of this agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

- a) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, gender or marital status, sexual orientation, place of residence, nor by reason of their membership or activity in the Union, nor any other reason.
- b) Discrimination means differential treatment of groups or individuals resulting from a distinction, preference, restriction or exclusion that is based on one of the prohibited grounds listed in 4.01(a).

4.02 Harassment

The Employer and the Union are committed to eliminating, where possible, or otherwise minimizing, the hazard of workplace harassment, discrimination, and disrespectful behavior. The Employer and the Union expect and promote respectful interactions which show regard for the rights, dignity, health and safety of all. Every employee is entitled to employment free from workplace harassment.

The Union can grieve, on behalf of employees, at Step 2, any contravention of Policy A0041-Harassment Prevention Plan & Anti-Discrimination Policy.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENTS

5.01 All Employees to be Members

All employees of the Employer as specified in Article 3.01 shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union on the day they are hired.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

The Union shall provide the Employer with a formula/fee structure that is applied for making the required deductions.

If there is any change approved by the Union to the fee structure, this must be advised to the Employer within thirty (30) days of the agreed change.

6.02 Deductions

Deductions shall be forwarded in one cheque to the National Secretary-/Treasurer of CUPE not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names, addresses, classifications, and gender of the employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hiring, layoff, transfers, recalls, resignations, retirements, deaths, and other terminations of employment. A copy of this list shall be forwarded by the Employer to the Local Treasurer.

ARTICLE 7 -

THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect.

7.02 Copies of Agreement

Upon commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union steward or representative. The steward or representative will provide the employee with a copy of the Collective Agreement and acquaint said employee with the terms and articles of the Collective Agreement.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Town Manager or another person designated in writing by the Town Manager and the Union Recording Secretary and/or another person designated in writing by the Union.

The Union shall provide the Employer with the email address for the Union Recording Secretary and/or respective Union delegate.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and shall have the right of equal representation with management with the size of each restricted to five (5) members. The Union will advise the Employer of the Union nominees to the Committee.

9.03 Function of Bargaining Committee

All matters pertaining to the collective bargaining process shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

9.04 Representation of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall, with permission of management, have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Such permission will not be unreasonably withheld.

9.05 Meeting of Bargaining Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

9.06 Time Off for Bargaining Meeting

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer, held within working hours without loss of remuneration.

9.07 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises, in an area designated by the Employer, during employees' lunch period or following the regular working day.

9.08 Labour Management Committee

- (a) There shall be a joint Employee Management Committee of not more than six (6) persons composed of three – Management, three Union.

The purpose of the Committee is to meet and confer on matters of mutual interest which are not properly the subject matter of a grievance or negotiation.

Items shall be submitted to the Director of Human Resources & Employee Relations in order to prepare the agenda and arrange a meeting.

- (b) The Union's representatives shall be selected by the Union and the Employer shall be duly notified in writing as to the names.
- (c) The Committee shall meet if and when the need arises or at the request of either party. Representatives of the Union shall not suffer any loss of pay as a result of attending meetings of this Committee during working hours.
- (d) The meeting shall be chaired by the Employer's representation and vice chairperson will be selected by the Union Executive.
- (e) Requests for additional meetings may be made by either party by giving five (5) days' notice.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE COUNCIL

10.01 Employer Shall Notify Union

The Employer agrees that any reports or recommendations made to the Council dealing with conditions of employment and which affect employees within the bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity (a minimum of fourteen (14) calendar days) to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Council.

10.02 Copies of Resolutions

Copies of ratified Council Meeting Minutes inclusive of all motions, resolution and bylaws or rules and regulations adopted by the Council which affect the Union are to be forwarded to the Union via email notification to the Union President and/or designate (provided the Employer has been given the designation in writing with contact information).

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committees

In order to provide a timely response for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Stewards shall assist any employee which the Stewards represent in preparing and presenting their grievance procedure. Both parties agree that there shall be a total of two (2) stewards during the term of this agreement.

11.02 Names of Stewards

The Union shall notify the Employer in writing of the names of each person appointed under Article 11.01.

11.03 Grievance Committee

The Stewards selected shall constitute the Grievance Committee.

11.04 Permission to Leave Work

The Employer agrees that the Stewards shall be allowed to investigate and attempt to resolve disputes except where this would interfere with the provision of essential town services. The Union recognizes that each Steward is employed full time by the Employer and that the Steward will not leave work during working hours except to perform duties under this article. Therefore, no Steward shall leave work without obtaining the permission of the respective supervisor, which permission shall not unreasonably be withheld. The Employer will provide the reason for denying permission, in writing, when requested by the Union.

11.05 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement.

11.06 Filing and Settling of Grievance

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

Step 1 The aggrieved employee(s) shall, together with the Shop Steward, within ten (10) calendar days after becoming aware of the occurrence leading to the grievance, meet with the respective department manager to attempt to resolve the issue.

Step 2 If there is no resolve at Step 1 and the Union considers the grievance to be justified, the employee concerned together with their Shop Steward, may within fourteen (14) calendar days of the occurrence leading to the grievance, submit their grievance in writing to the employee's Department Head and/or the Director of Human Resources. The Director of Human Resources and/or Department Head will attempt to resolve the matter together with the Union.

Step 3 Failing satisfactory resolution within seven (7) calendar days after the dispute was submitted under Step 2, the Shop Steward or the Director of Human Resources or Department Head will submit to the Town Manager a written statement of the particulars of the grievance and the redress sought. The Town Manager shall render a decision within seven (7) calendar days after receipt of such notice.

Step 4 Failing a satisfactory settlement being reached in Step 3, the Union or Employer may refer the dispute to arbitration.

11.07 Policy Grievance

Where a dispute occurs involving a question of general application or interpretation of a provision of this Agreement, either party may initiate a policy grievance at Step 3 of the procedure outlined in Article 11.06.

Such a policy grievance must be in writing and clearly identified as such. It shall quote the alleged violation and must include both general details to support that claim and any remedy sought.

11.08 Grievance on Safety

An employee or group of employees, who is (are) required to work under conditions that are alleged to be unsafe or unhealthy shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

11.09 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

11.10 Facilities for Grievances

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

11.11 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement must be in writing and signed by both parties. Once signed, changes form part of the Collective Agreement and are subject to the grievance and arbitration procedure.

11.12 Technical Objections to Grievances

No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar error or by an inadvertent omission of a step in the grievance procedure. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, and to extend time limits, in order to determine the real matter in dispute and to render a decision which it deems just and equitable.

ARTICLE 12 - ARBITRATION

12.01 Notice of Arbitration

Should any grievance arise which is not satisfactorily resolved, either party may, by providing notice in writing to the other, as allowed in Step 4, refer the matter to a single arbitrator for arbitration.

When either party requests that a grievance be submitted to arbitration, the request shall be made to the other party to the agreement, indicating the names of three suggested

arbitrators. Within five (5) working days thereafter, the other party shall answer indicating which of the three names the party chooses.

12.02 Failure to Appoint

If the party receiving the notice fails to agree on an arbitrator within five (5) working days, the appointment shall be made by the Minister of Labour upon request of either party.

12.03 Decision of Arbitrator

The decision of the arbitrator shall be final, binding and enforceable on all parties. 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 otherwise dispose of the grievance by an arrangement which the arbitrator deems just and equitable and which is within acceptable arbitral jurisprudence.

12.04 Expenses of Arbitrator

The parties of this Agreement will share equally the fee and expenses of the arbitrators.

12.05 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties as agreed and signed off by both parties in writing.

12.06 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the right to the assistance of any employee(s) concerned without loss of pay or benefits as witnesses and any other witnesses.

All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Suspension and Discharge Procedure

When an employee is to be suspended and/or discharged, the employee will be notified of the right to be accompanied by the Shop Steward, or a member of the Union executive. The employee may waive their right to Union representation. Any suspension or discharge shall be given in writing within two (2) working days of the Town Manager being aware of all the information and making a decision to issue suspension and/or discharge. For greater certainty, if the matter is being investigated, the timeline does not commence until the investigation is complete. However, an employee must be notified that an investigation is being commenced within ten (10) working days of management becoming aware of the incident.

13.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended may start the grievance procedure at Step 3.

13.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee. In cases of discharge and discipline, both parties agree to an exchange of all evidence pertaining to the case prior to the arbitration hearing.

13.04 Warnings

Whenever the Employer or its designate 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 provide such censure in writing within ten (10) days of the verbal censure, giving particulars of such censure, and shall in the same time frame provide a copy of the written censure to the union.

13.05 Crossing of Picket Lines During Strike

No employee covered by this agreement shall have the right to refuse to cross a picket line arising out of labour disputes unless it can be demonstrated that such an attempt would result in physical harm to the employee, property or family. Failure to cross such a picket line by a member of this Union, except as outlined in the foregoing, shall be a violation of this agreement and shall be grounds for disciplinary action.

13.06 Timing of Discipline in File

Any discipline shall be removed from the employee's personnel file after twelve (12) months provided there is no further discipline of a similar nature.

Upon written request to the Director of Human Resources & Employee Relations, employees and their representative shall have the right to view their personnel file.

13.07 Time Frame

If the Employer fails to act within the time limits specified in Articles 13.01 or 13.04 such discipline shall be null and void, except if extended by mutual consent of the parties as agreed and signed off by both parties in writing.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the number of days worked, including Annual Leave, Travel Time, and Sick Leave and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoffs, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

14.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of Application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

14.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of three (3) months of active employment during which period there will be no accumulation of seniority. After completion of the probationary period, seniority shall be effective from the original date of hire. Probationary employees may be dismissed for reasons of unsuitability, as determined by the Employer, during their probationary period without access to the grievance and arbitration procedure except where discrimination or bad faith is alleged.

Probationary employees shall not be entitled to Sick Leave or Travel Allowance. On successful completion of the probationary period, the employee shall receive retroactive credit with respect to Travel Allowance (pro-rated) and sick leave.

While on probation, the employee will be paid an additional six (6) percent to their normal pay in lieu of annual leave accrual.

Membership of the respective Insurance and Pension Plan will be subject to the qualification outlined in the respective plan texts.

14.04 Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident or leave of absence approved by the Employer.

An employee shall lose seniority in the event:

- a) The employee is discharged for just cause and is not reinstated.
- b) The employee resigns in writing and does not withdraw within three (3) working days.

- c) The employee is absent from work without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) The employee fails to return to work within seven (7) days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. An employee recalled for casual work or employment of less than one (1) months duration at a time when the employee is employed elsewhere shall not lose their recall rights for refusal to return to work.
- e) The employee is laid off for a period longer than twelve (12) months.

14.05 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without the employee's consent.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

- a) When a vacancy occurs or a new position is created, within the bargaining unit, the Employer shall notify the Canadian Union of Public Employees, Local 2019, in writing, and post notice of the position in the Employer's offices and on one designated bulletin board, at each of the following sites: Town Hall, Town Depot, Fire Hall, Arena and Landfill for a minimum of seven (7) calendar days so that all members will know about the vacancy or new position.

When the Employer is notified in writing that an Employee is not able to fill their classification due to sick leave, long term disability, workers compensation or an approved leave of absence, for a period of six (6) weeks or more, the Employer prior to filling the classification, will post such classification.

- b) During the six (6) weeks specified in 15.01 a) above, any promotions, transfers, or staff changes shall be assigned on the basis of seniority, provided the Employee has the qualifications to perform the work required.

15.02 Information in Postings

Such notice shall contain the following information: Nature of position, knowledge, qualification, education, skills required, shift work involvement, wage for salary rate or range. All job postings shall state, "*The Town of Happy Valley-Goose Bay is an equal opportunity employer.*"

15.03 Role of Seniority in Promotions and Transfers

In making staff changes, transfers or promotions within the bargaining unit, appointment shall be made of the applicant with the greatest bargaining unit wide seniority and having

the required qualifications and ability in accordance with Article 15.02. Upon request the employee shall be given the right to demonstrate their ability.

15.04 Trial Period for Internal Applicants

The successful internal applicant shall be deemed to be on trial for a period of thirty (30) working or sixty (60) calendar days (whichever is longer). The employee shall be confirmed in the position after successfully completing the trial period.

In the event the Employer determines the employee is unsatisfactory during the trial period, or if the employee is unable to perform the duties of the new job classification, as determined by the Employer, or the employee wishes to return to the previous position held, the employee shall be returned to the employee's former position, wage or salary rate, and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority.

15.05 Promotions Requiring Higher Qualifications

Promotion shall be given to the senior applicant who does not possess the required qualifications provided the applicant demonstrates they are expected to meet the qualifications within 6 months (and it is legally permissible to place the employee in the position without the qualifications). If the employee does not achieve the qualifications within 6 months, they will automatically revert back to their previous position. If neither applicant possesses the qualifications and ability, the Employer may fill the position from outside the bargaining unit.

15.06 Disabled Worker Provision

An employee with a disability unable to perform the employee's normal duties may be provided with alternate suitable employment, if available. Such employee shall not displace an employee with more seniority.

15.07 Older Worker Provision

An employee, who, through advancing years is unable to perform the employee's normal duties, may be provided with alternate suitable employment, if available. Such employees shall not displace an employee with more seniority.

15.08 Transfers out of the Bargaining Unit

The Parties agree that the following terms shall govern in circumstances whereby a bargaining unit employee accepts a non-bargaining position with the Employer:

- a) Any employee appointed to a temporary position outside the bargaining unit shall continue to accrue seniority and shall continue to pay union dues for the duration of the temporary assignment outside the bargaining unit. Temporary appointments outside the bargaining unit shall be for a maximum of one (1) year but may be extended by mutual agreement between the Employer and the Union.

The employee will revert to their former position in the bargaining unit upon completion of their temporary assignment outside the bargaining unit. Should the employee wish to return to their bargaining unit position prior to completion of the temporary assignment, the employee shall be permitted to do so with one (1) week written notice to the Employer. Should the Employer deem the employee unsuitable during the temporary assignment it will return the employee to the bargaining unit position previously held with one (1) week written notice. Employees temporarily appointed outside the bargaining unit will only have access to the grievance procedure for disciplinary and dismissal procedures.

- b) If an employee is appointed to a permanent position outside the bargaining unit, the employee shall continue to accrue seniority during the trial period, which shall not exceed six (6) months. Should the employee wish to return to their bargaining unit position prior to completion of the trial period, the employee shall be permitted to do so with one (1) week written notice to the Employer. Should the Employer deem the employee unsuitable during the trial period it will return the employee to the bargaining unit position previously held with one-week written notice. Upon successful completion of the trial period the employer shall lose their bargaining unit seniority.
- c) Employees appointed to a permanent position outside the bargaining unit and dismissed for just cause cannot return to the bargaining unit.

ARTICLE 16 - LAYOFFS AND RECALL

16.01 Role of Seniority in Layoff

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of layoff, employees in seasonal positions shall be laid off first in the reverse order of their seniority. In the event the Employer is to lay off full-time employees, full-time employees will be laid off in reverse order of seniority.

16.02 Recall Procedure

Full-time employees shall be recalled in the order of their seniority, then seasonal employees in the order of their seniority.

16.03 Advance Notice of Layoff

Unless legislation is more favourable to the employee, the Employer shall notify the employees who are to be laid off as follows:

An employee with less than twenty (20) years' service Ten (10) working days

An employee with twenty (20) or more years' service Fifteen (15) working days

No Lay-off Notice will be required for employees recalled to work for periods of time of two (2) weeks or less in duration.

If the employee has not had the opportunity to work the days as provided in this article, the employee(s) shall be paid for the days for which work was not made available.

16.04 Grievances on Layoffs and Recalls

Grievances concerning layoffs and recalls may be initiated at Step 3 of the Grievance Procedure.

16.05 Job Security

During the life of this Collective Agreement there shall be no layoffs of existing full-time employees as per list below:

Job Classifications

One Mechanic Foreperson
One Mechanic
One Heavy Equipment Operator Foreperson
Six Heavy Equipment Operators
One Labourer– Garage
One Water & Sewer Foreperson
Three Water & Sewer/Treatment Plant Operators
Three Water & Sewer Assistants
One Animal Control Officer
Four Fire Fighters
One Recreation Program Coordinator
One Recreation Maintenance Foreperson
Three Recreation Maintenance Personnel
Three Labourers
One Labourer Road Maintenance
One Maintenance Labourer
One Civil Engineering Technician
One Labourer – Municipal Landfill
One Heavy Equipment Operator – Municipal Landfill
One Accounts Clerk II
Two Accounts Clerk I's
One Office Janitor
GIS Technician

Seasonal

Two Heavy Equipment Operators
Two Laborers – Water & Sewer
Two Laborers – Road Transport

Total	40 Full Time Employees
	<u>6 Seasonal Employees</u>
	46 Total

the first half and the second half of a shift. Employees working up to four (4) hours shall get one 15-minute rest period.

17.04 Union Meeting Night

On the day of each month on which the regular monthly, special or deferred meeting of the Union is scheduled, work shall cease no later than 6:00 p.m. except in cases of emergency as defined by the Employer.

The Union Executive will, whenever possible, provide the Employer with at least two (2) working days' notice for any meetings.

17.05 Paid Clean-Up or Clothes Changing Time

Employees shall be allowed five (5) minutes wash-up time before lunch period and before quitting time where reasonably possible.

17.06 Weekend Standby (Friday at 4:00 pm – Monday at 8:00 am)

The Employer, through the Town Manager or their designate, will provide a schedule of standby duty for one employee from each of the Water/Sewer (year-round) and/or Roads/Transport Department (non-winter schedule only) per week. Note that under no circumstances does an employee get both standby pay and overtime for the same hours.

Effective upon the date of the signing of this Collective Agreement, it is agreed that pay for this duty shall be \$2.50 per hour for each hour that an employee is on standby. Standby duty will be spread as equally as possible amongst the members of their respective departments.

17.07 Designated or Essential Employees

In the recognition of need to provide for certain essential services, the following employees will be classified essential and will not be permitted to take part in any work stoppage:

- a) Members of the Municipal Fire Brigade.

17.08 Shift Schedule

Shift schedules shall be posted at least ten (10) workdays in advance.

17.09 Meal Allowance

Effective as of the date of the signing of this Agreement, an Employee is entitled to a meal allowance in the event the employee works:

- (a) Three (3) or more hours of overtime immediately before or immediately after the employee's regularly scheduled hours of work and who has not been notified of the requirement for overtime prior to the end of the employee's last scheduled work shift; or

- (b) Four (4) hours of overtime without being provided at least 12 hours advance notice.

A meal allowance will be either:

- (i) compensation for one (1) meal allowance in the amount of fifteen (\$15.00); or
- (ii) being provided a meal by the Employer.

Employees will be provided time to eat the meal.

Employees shall receive an additional meal allowance for each additional four (4) hours of overtime continuous to (a) or (b) to a maximum of three (3) meal allowances in a twenty-four (24) hour period.

- 17.10 Employees who work shifts may be allowed to trade shifts with any equivalent co-worker provided there is no violation of the Collective Agreement and their immediate supervisor agrees.
- 17.11 There shall be no split shifts unless mutually agreed upon between the employee and the Employer. Any such arrangement shall be communicated to the Union in writing prior to the implementation.

ARTICLE 18 - OVERTIME

18.01 Overtime Rate (Full-Time Employees)

Overtime is applicable for hours worked beyond the regular scheduled hours of work in Article 17.02, including on the first day of rest. Except as outlined below, overtime is paid at 1.5 times the regular rate of pay.

Overtime will be paid at double time for:

- a) hours worked on statutory holidays (except Christmas Day and New Year's Day) as defined in Article 19.01 (unless the employee elects to take another day off in lieu):
- b) overtime worked on the first day of rest in excess of eight (8) hours; or
- c) overtime worked on the second day of rest.

Overtime will be paid at double time and one-half time for work being performed on Christmas Day and New Year's Day.

18.02 Sharing of Overtime

Overtime shall be offered first to any qualified employee on standby. Otherwise, overtime will be offered in an equitable manner among employees who are willing and qualified to perform the work. Bargaining unit employees will receive preference for overtime over non-union employees.

18.03 Call In Pay Guarantee

- (a) An employee who has not been notified of overtime in advance of completing their scheduled shift and is called in to perform overtime work after their scheduled shift is complete, shall be paid a minimum of three (3) hours at the applicable overtime rate.
- (b) This clause will only come into effect once in any three (3) hour period. Under no circumstance will the employer pay for the same hour twice.
- (c) The Employer reserves the right to assign an employee called in to any bargaining unit work within their job classification, within the three-hour period, regardless of whether or not the employee has completed the work for which they were called in.

18.04 Time Off in Lieu or Payment of Overtime

Instead of cash payment for overtime, an employee may, with the consent of the Employer, choose to receive time off at the appropriate rate at a mutually agreed time. Overtime accumulated up to November 1 must be paid or taken by December 31 of that calendar year. Any overtime accumulated between November 1 and December 31 may be carried over to the next calendar year. The employee can only bank a maximum total of one hundred (160) hours at any time.

18.05 Overtime for Part-time Employees

Overtime for Part-Time employees applies to work in excess of 8 hours per day or in excess of 40 hours per week. Overtime rates will be in accordance with Article 18.01.

18.06 Notice of Overtime Work

Except in a case where work continues beyond the regular workday, employees shall be notified at least twelve (12) hours in advance of any scheduled overtime. Where such notice is not provided, the provisions of clause 18.03 shall apply.

18.07 First Call on a Rest Day

An employee that is called in to work on their first day of rest shall be the first employee offered overtime on their day of rest if overtime is available.

ARTICLE 19 - HOLIDAYS

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Remembrance Day
Victoria Day	Christmas Day
Discovery Day	Boxing Day
Canada Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Civic Holiday

Effective January 1, 2021, an additional six (6) floating holidays to be arranged and agreed upon by the employee and management. Floating holidays will not carry over from year to year.

In order for an employee to be paid for any statutory holiday, then that employee must have worked the last regularly scheduled shift prior to the holiday and the first regularly scheduled shift after the holiday.

Seasonal and Part-time employees shall receive the floating holidays on a pro-rata basis.

19.02 Compensation for Holidays Falling on Saturday

When any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement.

19.03 Compensation for Holidays Falling on Sunday

When any of the above noted holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this agreement.

19.04 Compensation for Holidays Falling on Scheduled Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed between the employee and the employer.

ARTICLE 20 - VACATIONS

20.01 Length of Vacation

An employee (once they have successfully completed their probationary period) shall receive an annual vacation with pay in accordance with their years of employment, as follows:

Less than one year	1 1/4 working days for each month
On the calendar year after you have completed one year or more	15 working days
On the calendar year of the 10th anniversary and each year thereafter	20 working days
In the calendar year of the 20th anniversary and each year thereafter	25 working days
On the calendar year of the 30 th anniversary and each year thereafter	30 working days

Annual Vacation Days granted in the calendar year of the 10th, 20th and 30th anniversaries to be pro-rated over the portion of the year earned.

Employees may only carry over a maximum of ten (10) days of vacation from one calendar year to the next, unless mutually agreed. Vacation in excess of ten (10) days at the end of the calendar year will be paid out.

Vacation for part-time employees will be pro-rated based on regular hours of work.

20.02 Compensation for Holidays Falling Within Vacation Schedule

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

20.03 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, before the employee has had vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

An employee who upon termination has used in excess of their accrued entitlement will have the balance owing deducted from their final pay.

20.04 Preference in Vacations

Preference in selecting vacation dates shall be granted on the basis of seniority with the exception of vacation selection for the Christmas period which shall be offered in rotation among employees in a specific work area.

20.05 Vacation Schedules

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed by the employee and the employer. Vacations shall commence immediately following an employee's regularly scheduled days off unless otherwise mutually agreed. Employees must place an initial selection of one vacation request by April 15th as stated to be eligible. Subsequent to the initial selection of vacation dates employee requests for vacation will be considered on a first-come first-served basis. Requests for vacation during the Christmas period shall be submitted at this time and commencing in 2013 shall be approved on a rotational basis.

20.06 Unbroken Vacation Period

An employee shall be entitled to receive vacation in an unbroken period not exceeding three (3) weeks in the period of June 1st - September 30th, unless otherwise mutually agreed upon by the employee and the Employer.

20.07 Approved Leave of Absence During Vacation

Where an employee qualified for sick leave, bereavement or any other approved leave of absence during the employee's vacation period, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employer's option.

20.08 Payment of Annual Leave – Seasonal Workers

Persons who are employed as a seasonal employee will be paid at a rate of six (6) percent bi-weekly on the employee's payroll deposit in lieu of annual leave accrual.

ARTICLE 21 - SICK LEAVE PROVISION

21.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease where a doctor certified this exposure will have a detrimental effect on other employees, or under examination or treatment of a physician or because of an accident for which compensation is not payable under the *Workplace NL Act*.

21.02 Annual Paid Sick Leave

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1 1/2) days for every month an employee is employed for which they received at least ten (10) days' pay.

For part-time employees the amount of paid sick leave will be pro-rated.

21.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for the employee's future benefits, to a maximum of one hundred and eighty-five (185) days. Accrued sick leave will not be paid out.

21.04 Illness in the Family

Where no one other than the employee can provide for the needs during the illness of an immediate member of their family (spouse, parent, step-parent, grandparent, child, step-child, grandchild, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law or any relative of such employee who is residing in the household of the employee) an employee may apply to their supervisor to use a maximum of ten (10) accumulated sick leave days per year for illness for this purpose.

For the purpose of this Collective Agreement, Common-law Spouse is defined as per the Employer's Group Benefits Plan, "Your spouse by marriage or under any other formal union recognized by law, or your partner of the opposite sex or for the same sex who has been publicly represented as your spouse for at least the last 12 months, is an eligible dependent. You can only cover one spouse at a time."

21.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all hours (exclusive of Holidays) absent for sick leave.

21.06 Proof of Illness

An employee will be entitled to take three (3) consecutive days up to six (6) days cumulative in the calendar year (excluding 21.04, hospitalization or under a doctor's direct patient care for an ongoing illness) without being required to provide a doctor's note unless specifically requested by the Director of Human Resources & Employee Relations or their designate. Regardless of who requests the note, any note should be provided to the Director of Human Resources & Employee Relations. Any sick leave used in excess of six (6) days cumulative in the calendar year or three (3) working days consecutive shall require a doctor's note to be provided immediately upon return to work to qualify for sick leave benefits. Any sick leave which is supported by medical certification shall not form any part of the six (6) days normally exempt from certification on an annual basis.

When the employer requires an employee to produce a certificate from a medical practitioner, the employer shall reimburse the cost up to \$20.00 associated upon presentation of a paid receipt.

21.07 Sick Leave During Lay-Off

When an employee is laid off, the employee shall not receive sick leave credits for the period of such absence but shall retain the employee's cumulative credit, if any, existing at the time of such layoff. No sick leave credits will be maintained when an employee has been laid off 12 months or greater.

21.08 Notification of Absence

The employee is responsible to see that their immediate supervisor or the Town Manager or their designate is notified on the first day of any absence including illness. This notification must be received as soon as possible before the beginning of the first missed shift, except in emergency circumstances.

21.09 Insurance, L.T.D., etc.

In the event of an employee being off work due to an accident or illness the employee must use their accumulated sick leave prior to using the Insurance either for Weekly Indemnity or Long-Term Disability. The employee is responsible to notify the employer once eligible to return to work. Failure to notify the employer within ten (10) working days of eligibility will result in the employee being deemed to have terminated their employment with the Town of Happy Valley-Goose Bay, and all benefits will cease.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Negotiation Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits normally paid by the Employer for the time involved in negotiations with the Employer.

22.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits normally paid by the Employer for the time involved in grievance and arbitration procedures.

22.03 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions may be allowed leave of absence with pay and benefits. The total maximum allowable number of paid person days for the complete bargaining unit shall not exceed ten (10) days per year. Leave of absence without pay but without loss of benefits shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. The granting of such leave will be subject to the exigencies of the Employers operations.

22.04 Paid Bereavement Leave

a) Immediate Family

An employee shall be granted a leave of absence with pay for the three (3) consecutive working days immediately (except as provided below) following the death of the employee's spouse, parent, step-parent, grandparent, child, step-child, grandchild, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law or any relative of such employee who is residing in the household of the employee.

- b) Other
An employee shall be granted one (1) days leave of absence with pay to attend the funeral of the employee's aunt, uncle, first cousin, niece or nephew.
- c) Burial/Memorial Service outside the Upper Lake Melville region
Where the burial of a relative as defined in (1) and (2) above occurs outside of the Upper Lake Melville region, such leave shall also include reasonable traveling time to attend the funeral but the additional time is not to exceed three (3) paid days.
- d) Proof of Relationship
The employee may be required to provide to the Employer, proof of relationship to the deceased.
- e) Where death occurs that results in a delay between the date of the death and funeral/memorial arrangements then bereavement leave provided under (1) and (2) above need not to be taken immediately following the date of the death.

22.05 Pallbearer's Leave

One-half (½) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

22.06 Pregnancy, Adoption & Parental Leave

Eligible Employees will be entitled to unpaid Pregnancy, Adoption and Parental Leave in accordance with the following:

- a) Eligibility
Employees must have completed the probationary period prior to the expected birth date or adoption date of the child.
- b) Notice of Leave
Employees are to provide the Employer with notice of intent to take pregnancy, adoption and parental leave prior to the expected birth or adoption date of the child. However, an employee is required to give the Employer at least two (2) weeks' notice in writing of the date the leave will begin.
- c) Entitlement (Periods of Leave)
Pregnancy Leave: Eligible employees shall commence pregnancy leave no more than seventeen (17) weeks prior to the expected date of birth and in any case, shall commence no later than the actual date of birth, and shall extend no longer than seventeen (17) weeks from the actual date of birth. Pregnancy Leave may be immediately followed by Parental Leave up to a maximum of sixty-one (61) additional weeks. In respect of each pregnancy, there is no entitlement to return to pregnancy or parental leave once the pregnancy or parental leave ends by a return to work.

Adoption Leave: The eligible adoptive parent (employee) shall be entitled to Adoption Leave which shall commence no earlier than twelve (12) weeks prior to the expected date of adoption and, in any case, shall commence no later than the actual date that the child comes into custody of the adoptive parent and shall extend no longer than seventeen (17) weeks from the actual custody date. Parental Leave, when requested, shall commence immediately following Adoption Leave.

Parental Leave: Parental leave shall end of the earlier of:

- i) sixty-one (61) weeks after it began; or
- ii) ninety-six (96) weeks after the day the child is born or comes into the care and custody of the parent for the first time.

However, parental leave may end on an earlier day if the eligible parent gives the Employer at least 4 week's written notice of that day.

22.07 Accrual of Benefits

Employees shall not accrue sick leave or vacation during pregnancy, adoption and parental leave, through the period worked upon resumption of employment after pregnancy, adoption or parental leave shall be deemed to be continuous for the purpose of seniority with the period worked before the pregnancy, adoption or parental leave. Employees shall still be eligible for Travel Allowance while on pregnancy, adoption or parental leave.

22.08 Sick Leave

An employee may access their 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 comes first.

22.09 Employer Payment of Employee Benefits During Pregnancy, Adoption and Parental Leave

During the period of Pregnancy, Adoption & Parental Leave, the Employer shall continue to pay the Employer's share of the premiums for Group Benefits and Long-Term Disability premiums. Employees on such leave shall continue to pay their share of these premiums.

22.10 Procedure Upon Returning from Leave Under this Article

When an employee decided to return to work after Pregnancy, Parental & Adoption Leave, the employee shall provide the Employer with at least four (4) weeks' notice. On return from leave, the employee shall be placed in the employee's former classification. If the former classification no longer exists, the employee shall be placed in an equivalent classification in the department.

22.11 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any Court. The Employer shall pay such an employee the difference between the employee's regular earnings and the payment the employee received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of employee's employment shall be considered as time worked at the appropriate rate of pay.

22.12 General Leave

- a) An employee may request leave of absence for good and sufficient cause without pay and without loss of seniority. Such request shall be in writing. Approval may be granted at the discretion of the Employer. During the period of such leave the employee shall continue to accrue seniority. Such leave shall not be unreasonably withheld.
- b) An employee may request leave of absence without pay to work elsewhere. Such request shall be in writing. Approval may be granted at the discretion of the Employer. An employee must have a minimum of seven (7) years' service in order to qualify for such leave. During the period of such leave, the employee shall not accrue seniority.

22.13 Job Postings

While on maternity/adoption/parental leave, the employee may request copies of job postings be forwarded to them by the Employer.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The pay stub shall detail the pay period beginning and ending dates. Effective 6 months from the signing of this agreement, the pay stub shall contain accumulated sick leave and annual vacation hours. All employees shall be paid via direct deposit.

23.02 Pay on Temporary Transfers, Higher Rated Job

When an employee is temporarily assigned to a higher paying position within the bargaining unit for a period of at least one (1) working day, the employee shall receive the rate of pay for that job.

23.03 Pay on Temporary Transfers, Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, the employee's rate shall not be reduced.

23.04 Travel Allowance

- a) The Employer agrees to provide an annual travel allowance of \$1,200.00 to employees and an additional \$1,000.00 to the employee's partner.
- b) Dependents up to the age of 19 or dependents to the age of 25 if enrolled full time in a recognized learning institution, or a child/grandchild above the age of 19 who is fully dependent upon the employee as a result of disability shall receive a travel allowance of \$600.00 per year.
- c) In the case that two employees of the Employer are partners, the Employer agrees to pay one travel allowance (\$1,200.00 for each employee).
- d) Seasonal employees and part-time employees will have their Travel Allowance pro-rated based on regular hours worked.
- e) Employees who have been paid their Travel Allowance in any year and leave employment before the year ends, will have a pro-rated amount of the Travel Allowance withdrawn from their last pay and reimbursed to the Employer.
- f) This article applies to only those employees who are in a permanent position.

23.05 Clothing Allowance

The Employer agrees to provide the following articles of clothing as deemed necessary by the Department Head for the Water and Sewer, Road and Transport, Fire Hall, Animal Control, Engineering and CSR employees which shall be worn during working hours.

Clothing will be issued on the following basis;

Summer list (May): 2 pairs pants, 2 short-sleeve shirts, one pair coveralls and 2 pairs of gloves.

Winter list (October): 2 pairs gloves, 1 pair lined coveralls, 2 pairs pants, and 2 long-sleeve shirts.

Replacement of parka, summer jacket, winter boots, rain clothes, rain boots, snow pants and gloves will be on an as needed basis to be determined by the Department Head or, in their absence, the Town Manager.

The employer will purchase this extra clothing for the employees.

Seasonal employees will be prorated on term worked.

23.06 Firefighter's Clothing Allowance

The Employer agrees to pay either dry cleaning costs or replacement costs, if irreparable, for personal clothing damaged in a fire.

23.07 Safety Footwear and Eyewear

- a) The Employer will pay one hundred percent (100%) to a maximum value of \$200.00 plus HST of the cost of safety footwear (one) 1 pair per year) for any employee who is designated such footwear to be mandatory. The employee must purchase the safety footwear themselves and submit the receipt to their Department Head for reimbursement. In the event that the footwear has been damaged or worn out during the one (1) year period, as deemed necessary by the Department Head, the employee shall receive an additional allowance.
- b) The Employer will provide the employee with reimbursement of up to \$300.00 plus HST towards the one-time purchase of prescription safety eyewear if required for the employee's position.

23.08 Personal Items

Personal items or belongings destroyed by fire on Employer property will be reimbursed by the Employer on an actual cash value basis and to a maximum of two hundred and fifty dollars (\$250.00) if not covered by insurance.

23.09 Pension Plan

- a) Effective date of signing of the Collective Agreement, employees will contribute to the Defined Benefit Pension Plan ("DB Plan") at a rate equal to 50% of the current service cost as calculated by the DB Plan's actuary in the most recently filed actuarial valuation of the DB Plan (as filed with both the Superintendent of Pensions and the Canada Revenue Agency). Notice of any member contribution rate change will be issued by the Employer to members when a new valuation report is filed with the regulatory authorities (Province of Newfoundland and Labrador and Canada Revenue Agency). The Employer will provide the Union with two months' notice prior to the implementation of a future contribution change. There shall be no retroactive element to increases or decreases in the member contribution rate (e.g., no retroactive increase/decrease to the effective date of an actuarial valuation report).
- b) Effective date of signing of the Collective Agreement, when an actuarial valuation of the DB Plan by the DB Plan's actuary identifies either a going concern unfunded liability or a solvency deficiency that require funding in accordance with the requirement of the Newfoundland and Labrador *Pension Benefits Act* (and its associated *Regulations*), the employees will be responsible for funding 50% of these unfunded liabilities and/or deficiencies on a prospective basis, and such contributions shall be made for the periods and as implemented in the manner described in paragraph 1 and shall be calculated in the manner required by the aforementioned legislation. Notwithstanding this requirement, the employees' total contribution towards current service cost and unfunded liability/deficiency funding will not exceed 9% of earnings. For further certainty and clarification, the Town will be required to fund any residual balance of any unfunded liabilities and/or deficiencies not covered by the employees' unfunded liability/deficiency contributions required under this paragraph.

The following examples will clarify how the above language shall be applied:
If current service cost is 15.3% and the Town's special payment obligation is a further 2% of payroll, plan members shall pay 8.65% (50% of 15.3% – 50% of 2%, totaling less than the employee maximum of 9%), and the Town shall pay 8.65% (50% of 15.3% + 50% of 2%).

If the current service cost is 15.3% and the Town's special payment obligation is a further 4% of payroll, plan members shall pay 9% (50% of 15.3% + 50% of 4% = 9.65%, totaling more than the employee maximum of 9%, leaving 1.35% (9% less 7.65%) of member contributions flowing to special payments), and the Town shall pay 10.3% (50% of 15.3% + residual balance of special payments of 2.65%).

- c) Effective January 1, 2015, the Employer and the Union will establish a joint committee (with equal representation from both parties) to formulate a funding policy to address issues of surplus usage (where surplus is identified at valuations with effective dates after January 1, 2015) or deficit/insolvency funding. It is further agreed that such a funding policy will be established within one year of signing of the within Collective Agreement. Until the joint committee creates the funding policy, the following two items are agreed to:
 - (i) The Employer cannot take a contribution holiday (the use of DB Plan surplus to reduce any portion of the employer's contribution obligation) while the members are making total contributions equal to or greater than 7.65%; and
 - (ii) No contribution holidays will be permitted if the DB Plan is less than 110% funded on a going concern basis.
- d) There shall be no maximum Employer contribution rate.
- e) To clarify any confusion, seasonal employees will become members of the DB Plan upon satisfying the eligibility terms as set out in the DB Plan text as filed with the Superintendent of Pensions and Canada Revenue Agency.
- f) During the term of the collective agreement or during an open period, the Employer agrees it will not make changes to the DB Plan's Benefits (except the changes to contribution rates required by paragraphs 1 and 2 above) without agreement from the Union. For the purposes of this paragraph "Benefits" are defined as: eligibility and participation; service; contributions; retirement benefits; optional forms of retirement benefits; termination of employment benefits; death benefits; and disability benefits, and defined terms related to those sections as applicable (presently sections 1 (as applicable), 2, 3, 4, 5, 6, 7, 8 and 9 of the DB Plan text).

The DB Plan will continue for all current members and future hires.

23.10 Employer Contributions to Group Life Insurance Programs, etc.

The Employer shall pay 85% of the cost of premium for a mutually agreed upon Group Life Insurance and Accidental Death and Dismemberment Plan, Hospital and Medical Insurance Plan, for all employees. The Employee shall pay 15%.

23.11 Shift differential

Effective as of the date of signing of the Collective Agreement, employees required to work rotating shifts any hours outside of 8 a.m. – 6 p.m. (Monday-Friday) shall be paid a shift differential of \$2.00 per hour stipend for all hours they work.

23.12 Retirement/Redundancy Payment

When an Employee with ten (10) or more years of active, continuous service retires (takes an early or normal retirement pursuant to the Employer's pension plan) or their position is declared redundant, the Employer agrees to a one-time lump sum payment equivalent to:

- a) Manual and Office - thirty-seven (37) days of work (8-hour day=296 hours) at the employee's rate of pay as of their last day of work.
- b) Firefighters - thirty-seven (37) days of work (12-hour day=444 hours) at the employee's rate of pay as of their last day of work.
- c) Part-Time - thirty-seven (37) days of work (day to be determined by employee's current average weekly hours) at the employee's rate of pay as of their last day of work.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Job Descriptions

The Employer shall present job description(s) for all Union classification and these shall become the recognized job description(s) unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved the issue shall be subject to grievance and arbitration procedure. If no written objection from the Union is received within sixty (60) days, the Union will be deemed to have accepted the job description(s).

24.02 No Elimination of Present Classification

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

24.03 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, 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 rate of pay for the job in question, such dispute shall be submitted to grievance and

arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employees or the date of change in job duties.

24.04 Retention and Recruitment

In situations whereby the Employer is unable to recruit/retain employees in a specific classification the Employer shall be able to offer a higher level of compensation than is provided for under the terms of the Collective Agreement, either by:

- a) Increasing the wage rate in the wage scale in Schedule A for that classification; and/or
- b) Providing a lump sum bonus.

If the wage rate is increased pursuant to a) no employee of the same classification, or any foreperson responsible for directing such employee, will receive a lower wage rate.

The Employer agrees that prior to implementing such an adjustment it shall provide notice to the Union and engage in meaningful consultation with the Union. The Employer will provide written notice to the Union at least fourteen (14) days prior to implementation of retention and recruitment.

The total current compensation for the W/S Foreman, W/S, WTPO, Mechanical Foreperson and Mechanic will not be reduced as a result of this provision coming into effect.

ARTICLE 25 - JOB SECURITY AND WORKERS' COMPENSATION

25.01 (a) Restrictions on Contracting Out

The Employer agrees that should any town service now performed by Town employees be contracted out, all employees negatively affected will be guaranteed similar positions at no loss in salary or benefits with the contractor assuming the service.

(b) Continuation of Pay

In the event that an employee sustains an injury on the job which is deemed to be compensable under the *Workplace NL Act*, the Employer agrees to pay to the employee an amount equal to the amount the employee is eligible to receive under the *Workplace NL Act*. This amount will be payable from the day following the day of the injury and will terminate on the day upon which the employee is deemed by Workplace NL to have ceased to have been disabled. In order for this payment to be effected, the employee must assign to the Employer all payments from Workplace NL for that injury. In the event that the operation of this Article results in the employees having received more money from the Employer than the Employer has received from Workplace NL, it is understood and agreed that the Employer has the right to recover such money by deduction from the employee's pay or by deduction from any other monies accruing to the employee's benefit under this Agreement.

(c) **Accumulation of Benefits**

While on workers' compensation, an employee will continue to accumulate full seniority and will also continue to accumulate sick leave, vacation, paid holidays and travel allowance for one continuous year at the same rate as the employee(s) would if the employee(s) has not been injured.

25.02 Special Projects

It is agreed and understood that in relation to the Employer's accessing of special projects approved by Council that normally require the agreement of the Union, such agreement shall be given for all matters which do not involve the performance of bargaining unit work. In the event that a project does involve bargaining unit work, the Union shall provide approval provided there are no bargaining unit members on lay-off or who would be laid off as a result.

25.03 Student Training

In those cases where students are provided to the Employer at no cost, as part of ongoing training and re-training plans, such students shall not become members of the bargaining unit, nor shall they become involved in bargaining unit work, except in the case of on-the-job training.

ARTICLE 26 - HEALTH & SAFETY

26.01 Co-operation on Safety

The Union and the Employer shall cooperate in improving rules and practices which will provide adequate protection to employees.

26.02 Occupational Health & Safety Committee Pay Provision

The Occupational Health & Safety Committee shall hold meetings as required to deal with all unsafe, hazardous and dangerous conditions. Representatives of the Union shall incur no loss of regular pay for attending such meetings. Copies of Minutes of all committee meetings shall be sent to the Employer and the Union.

26.03 Safety Measures

Employees working in an unsanitary or dangerous job shall be supplied with all the necessary tools, safety equipment and protective clothing.

26.04 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or to operate any equipment which is not safe in accordance with the *Occupational Health and Safety Act*.

26.05 Training

The Employer shall provide First Aid and CPR training to all employees on an ongoing basis so they may maintain their certification. If required training is scheduled on a regular scheduled day off, an employee will receive equal time off at a later date that is mutually agreed upon.

If any Employer paid training is scheduled for 7 hours or less or concludes before seven (7) hours has been attended, then the employee shall be required to communicate this to their direct supervisor or foreperson and obtain direction from their direct supervisor or foreperson regarding reporting to work.

ARTICLE 27 - GENERAL CONDITIONS

27.01 Accommodation

Accommodation shall be provided for employees to have their meals and store and change their clothes.

27.02 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 28 - TERM OF AGREEMENT

28.01 Duration

This agreement shall be binding and remain in effect from January 1, 2019, to December 31, 2022, and shall continue from year to year thereafter unless either party gives to the other party notice in writing in any year that it desires its termination or amendment.

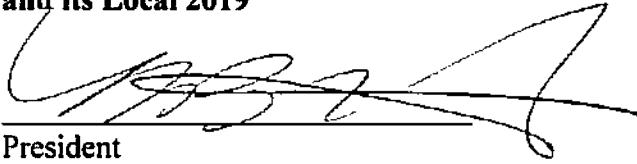
28.02 Change in Agreement

Changes in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

28.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement, unless mutually agreed otherwise.

Signed on behalf of
**Canadian Union of Public Employees
and its Local 2019**



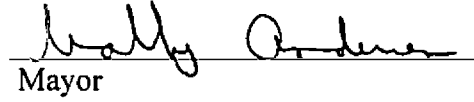
President



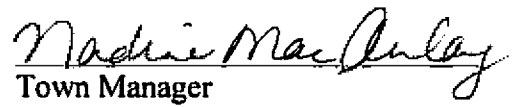
Witness

01/06/2021
Date

Signed on behalf of
Town of Happy Valley-Goose Bay



Mayor



Town Manager

1 June 2021
Date

CANADIAN UNION OF PUBLIC EMPLOYEES Local 2019 and TOWN OF HAPPY VALLEY-GOOSE BAY

SCHEDULE "A"

RATES OF PAY January 1, 2019 thru DECEMBER 31, 2022

	2019	2020	2021	2022
Accounts Payable Clerk	25.11	25.49	26.25	27.04
Accounts Clerk I	27.37	27.79	28.62	29.48
Accounts Clerk II	28.29	28.71	29.57	30.46
Office Janitor	26.11	26.50	27.29	28.11
Municipal Technologist	34.00	34.51	35.55	36.61
Construction Inspector	28.35	28.78	29.64	30.53
Civil Engineering Technician	30.91	31.37	32.31	33.28
Animal Control Officer	27.85	28.27	29.12	29.99
Fire Protection Officer			34.07	35.10
*Fire Fighter	29.20	29.64	32.07	33.04
*Heavy Equipment Operator Foreperson	29.68	30.12	34.12	35.14
*Heavy Equipment Operator	28.92	29.35	31.78	32.73
Water/Sewer Foreperson	36.25	36.79	37.89	39.03
Water/Sewer – Water/Waste Water Treatment Plant Operator-Class I	31.45	31.93	32.89	33.87
Water/Sewer – Water/Waste Water Treatment Plant Operator-Class II	32.39	32.87	33.86	34.88
Water/Sewer – Water/Waste Water Treatment Plant Operator-Class III	33.30	33.80	34.82	35.86
Water/Sewer – Water/Waste Water Treatment Plant Operator-Class IV	35.38	35.91	36.99	38.10
*Water/Sewer Assistant	27.85	28.27	30.66	31.58
Mechanical Foreperson	39.08	39.66	40.85	42.08
*Mechanic	32.79	33.29	36.35	37.44
Mechanic Helper	28.83	29.26	30.14	31.04
Recreation Program Coordinator	28.86	29.29	30.17	31.07
Recreation Maintenance Foreperson	28.86	29.29	30.17	31.07

Recreation Maintenance Personnel	27.85	28.27	29.12	29.99
Maintenance/Labour Person	26.35	26.74	27.55	28.37
Labourer	25.69	26.07	26.86	27.66
GIS Technician	30.91	31.37	32.31	33.28

***Market Adjustment as of January 1, 2021**

Certification levels in Water & Sewer Division:

- **Water/Waste Water Treatment Plant Operator, I**
 - **Qualifications: Water Treatment Plant Operator, Class I and Waste Water Treatment Plant Operator, Class I**

- **Water/ Waste Water Treatment Plant Operator, II**
 - **Qualifications: Waste Water Treatment Plant Operator, Class II and Water Treatment Plant Operator, Class I OR Waste Water Treatment Plan Operator, Class I and Water Treatment Plant Operator, Class II.**

- **Water/ Waste Water Treatment Plant Operator, III**
 - **Qualifications: Waste Water Treatment Plant Operator, Class II and Water Treatment Plant Operator, Class II**

- **Water/ Waste Water Treatment Plant Operator, IV**
 - **Qualifications: Waste Water Treatment Plant Operator, Class II and Water Treatment Plant Operator, Class III**

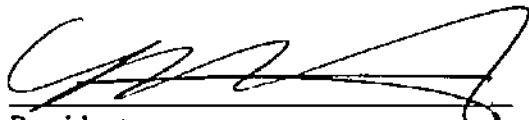
***Any employees at level 1 at signing of this agreement will stay at level 1, until qualifications for advancement are demonstrated. ***

***Job descriptions will be amended accordingly. The collective agreement will reflect the title and salary. ***

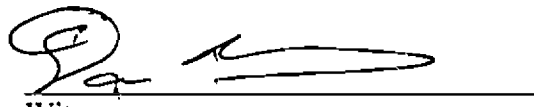
LETTER OF INTENT

The parties agree to a Grandfather Clause for wage rates only for any current employees who do not possess a journeyman certificate but who presently occupies such a position requiring a journeyman certificate.

Signed on behalf of
**Canadian Union of Public Employees
and its Local 2019**




President



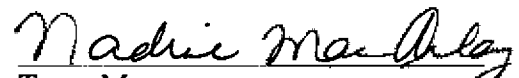
Witness

01/06/2021
Date

Signed on behalf of
Town of Happy Valley-Goose Bay



Mayor



Town Manager

1 Jun 2021
Date

LETTER OF INTENT

In the event of any work stoppage between the Canadian Union of Public Employees, Local 2019 and the Town of Happy Valley-Goose Bay (“Town”), the Union and the Town agree:

- (1) The Union will maintain a fire lane of at least one grader cut in width on all streets within the Town. In cases where 15 cm or more of snow is forecasted within a 24-hour period, the Union agrees to use both the grader blade and wing plow when snow clearing.**
- (2) If emergency vehicles require snow clearing in order to respond to a call, and management is unable to respond, the Union will immediately provide the member assigned to snow clearing for the purpose of ensuring the emergency vehicle can reach the desired location.**
- (3) The Union will respond to any major sewer or major water problem in the manner as follows. If management have not been able to effect repairs after 4 hours, the Union will provide verbal instructions and assistance to management. If management have not been able to effect repairs after 8 hours, then the Union will provide qualified members to correct the problem. Management will perform water testing and the Union will respond accordingly to make any adjustments which need to be made based on the results of the water tests.**
- (4) The Union will continue to provide emergency services, including but not limited to operation of the rescue truck and firefighting services to the community.**

If there is a picket line at the Town Hall or Fire Hall, and a qualified firefighter is on picket duty, this individual will be placed at the Fire Hall or Town Hall for picket duty and ready and able to take a fire truck to the location of the emergency and otherwise respond to the emergency. If there is no picket line, a member of management will bring the emergency vehicle to the location of the emergency. Once the emergency is addressed, the Union will return any emergency vehicle to the Fire Hall and have all equipment, water, supplies etc. reinstated to vehicle to ensure the vehicle is ready to respond to the next emergency. It is acknowledged that a firefighter may approach and enter the Fire Hall and retrieve an emergency vehicle in an emergency situation regardless of a labour disruption.

The Union, along with volunteers if available, will operate the rescue truck if required. The Union will come to Fire Hall, obtain the rescue truck, and return it once the situation is resolved. The Union will ensure all required equipment, supplies etc. will be replaced to ensure the rescue vehicle is ready to respond to the next emergency call.

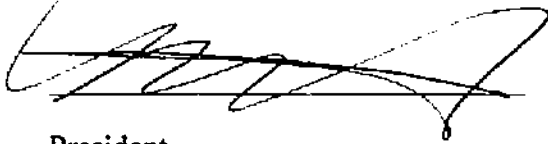
- (5) The Union will invoice the Town, and the Town will pay, for the services provided under this Agreement in accordance with the wages stipulated in the Collective Agreement applicable immediately prior to the labour disruption.**

In consideration of the above, the Town will agree not use replacement workers in relation to the services covered by this Letter of Intent.

Both the Town and the Union expressly agree and acknowledge that this Letter of Intent is enforceable notwithstanding a labour disruption, including strike or lock-out.

In the event that either party contravenes this agreement will become null and void.

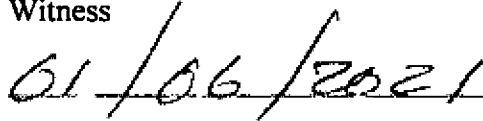
Signed on behalf of
Canadian Union of Public Employees
And its Local 2019



President

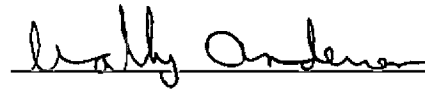


Witness

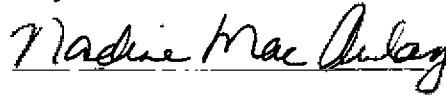


Date

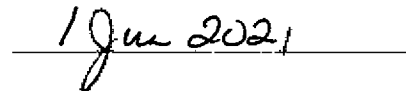
Signed on behalf of
Town of Happy Valley-Goose Bay



Mayor



Town Manager



Date