

# COLLECTIVE AGREEMENT

Between



**TOWN OF BONAVISTA**

And

**CUPE** / *Canadian Union  
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1839**

EFFECTIVE JULY 1, 2021 TO JUNE 30, 2025



Canadian Office &  
Professional Employees  
ND/mlv/Local #491

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## **ARTICLE 1 - PREAMBLE**

1.01 It is the purpose of both parties to this Agreement:

- 1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) to encourage efficiency in operations.
- 4) to promote the morale, well-being, and security of all employees in the bargaining unit of the Union, and

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### 2.01 Management Rights

The Union recognizes that it is the right of the employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

### 2.02 Not Discriminatory

The Employer shall not exercise its right to direct the working forces in a discriminatory manner, nor shall these rights be used in a manner which would deprive any present employee of their employment, except through just cause.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

### 3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1839 as the sole and exclusive collective bargaining agent for all of its employees save and except CAO/Clerk; Recreation Director; Director of External Operations; Economic, Culture and Heritage Officer; one Confidential Secretary; non-working Foreman; those above the rank of non-working Foreman; and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matter affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

3.02 Work of Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any job which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available, and providing that the performance of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

3.03 Part Time, Temporary Employees

This collective agreement is fully applicable to all part time and temporary employees.

3.04 No Other Agreements

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

**ARTICLE 4 - NO DISCRIMINATION**

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced 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, sex or marital status, place of residence, nor by reason of their membership or activity in the Union, or any other reason.

4.02 Sexual and Personal Harassment

The Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which such harassment does not exist.

Sexual Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the sexual harassment ceases. The victim shall be protected from repercussions which may result from their complaint.

- (b) In cases of harassment that have not been settled to the satisfaction of the complainant, the matter may be referred to the Human Rights Commission for settlement or by other means that are mutually acceptable to the parties.
- (c) Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis or a series of incidents, however, minor. It is unsolicited, one sided and/or coercive. Both males and females may be the victims of sexual harassment. Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances or, alternatively, the threat of reprisal for refusing. Sexual harassment can be expressed in a number of ways which may include: unnecessary touching or patting, suggestive written remarks or sexually aggressive remarks, leering (suggestive staring) at a person's body, demand for sexual favours, compromising invitations, and/or physical assault.

#### Personal Harassment

- (a) Personal harassment is any behaviour by any person in the workplace, which the person knows or ought to have reasonably known to be offensive or threatening, that is directed at and is offensive to an employee. Such alleged harassment does not include appropriate supervisory practices or matters within the normal disciplinary processes of the Board. The definition includes blatant misuse of power such as intimidation, threats, blackmail or coercion.
- (b) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the personal harassment ceases. The victim shall be protected from repercussions which may result from his/her complaint.

### **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

#### **5.01 All Employees to be Members**

All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continued employment become and remain members in good standing in the Union on the day they are hired.

## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

### **6.01 Check-off Payment**

The Employer shall deduct from every employee any monthly dues, initiation fees, or assessments levied, in accordance with the Union Constitution and Bylaws.

### **6.02 Deductions**

Deductions shall be made from the first payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 15<sup>th</sup> day of the month, accompanied by a list of the names and addresses and classifications of employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the Local Union Treasurer.

### **6.03 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall supply to the Union, without charge, receipts in the name of the Union in the amount of union dues paid by each union member in the previous year.

## **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, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

## **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 CAO/Clerk and the Secretary of the Union.

## **ARTICLE 9 - LABOUR MANAGEMENT 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 order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

#### 9.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

#### 9.03 Function of Bargaining Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions, etc., shall be referred to the Bargaining Committees of Union and Management for discussion and settlement.

#### 9.04 Representative 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 Representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance after receiving prior permission from the Employer.

#### 9.05 Meeting of 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 Meeting

Any representative of the Union on the Bargaining Committee, or the Labour Management Co-operation Committee, who is in the employ of the Employer, shall have the right of attending meetings held within working hours without loss of remuneration.

#### 9.07 Establishment of Labour Management Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

#### 9.08 Function of Committee

The Committee shall concern itself with the following general matters.

- 1) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) improving and extending services to the public.

- 3) promoting safety and sanitary practices.
- 4) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) correcting conditions causing grievances and misunderstandings.

#### 9.09 Meetings of Committee

The Committee shall meet at a mutually agreeable time and place when necessary. Members shall receive a notice of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

#### 9.10 Chairman of the Meeting

An Employer and a Union representative shall be designated as joint chairmen and shall alternate in presiding over meetings.

#### 9.11 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairmen as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

#### 9.12 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matters of collective bargaining, including the administration of this Collective Agreement.

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

### **ARTICLE 10 - GRIEVANCE PROCEDURE**

#### 10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure 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 Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

#### 10.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.

#### 10.03 Grievance Committee

The Stewards selected shall constitute the Grievance Committee.

#### 10.04 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The union recognizes that each steward is employed full time by the Employer and that they will not leave their work during working hours except to perform their duties under this agreement, which shall be carried out as quickly as possible. Therefore, no steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

#### 10.05 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly or improperly.

#### 10.06 Settling of Grievances

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

##### Step 1

The aggrieved employee(s) will submit the grievance to their Steward. If the employee's Steward is absent, they may submit their grievance to the Chief Steward and/or another member of the Grievance Committee. At each step of the Grievance Procedure, the Grievor shall have the right to be present.

##### Step 2

If the Steward and/or the Grievance Committee consider the grievance to be justified, he/they will first seek to settle the dispute with the employee's Supervisor.

##### Step 3

Failing satisfactory settlement within two working days after the dispute was submitted under Step 2, the Chief Steward will submit to the CAO/Clerk a written statement of the particulars of the grievance and the redress sought.

#### Step 4

Failing settlement being reached in Step 3, the Grievance Committee will submit the written grievance to the Mayor and Councillors who shall render their decision within five (5) working days after receipt of such notice.

#### Step 5

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

#### 10.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 2 of this Article may be by-passed.

#### 10.08 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.

#### 10.09 Grievance on Safety

An employee, or a group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third Step of the grievance procedure for preferred handling.

#### 10.10 Replies in Writing

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

#### 10.11 Facilities for Grievances

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

#### 10.12 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

#### 10.13 Failure to Act Within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

#### 10.14 Technical Objection to Grievance

No grievance shall be defeated or denied by any formal or technical objection. 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, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

### **ARTICLE 11 - ARBITRATION**

#### 11.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two arbitrators shall then meet to select an impartial chairman. By agreement of both parties a single arbitrator may be appointed instead of an arbitration board. The single arbitrator shall have the same powers and be subject to the same limitations as a board of arbitration. Cost in this case shall be shared equally.

#### 11.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within seven days of their appointment, the appointment shall be made by the Minister of Labour and Manpower upon the request of either party.

#### 11.03 Board Procedure

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed.

#### 11.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangements which it deems just and equitable.

#### 11.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within (5) days.

#### 11.06 Expenses of the Board

Each party shall pay:

- 1) The fees and expenses of the nominee it appoints.
- 2) One-half (½) of the fees and expenses of the Chairman.

#### 11.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this agreement are not mandatory but merely discretionary.

#### 11.08 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned 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.

#### 11.09 Provision for Single Arbitrator

Where the parties mutually agree, a sole Arbitrator may be appointed in place of a Board of Arbitration. The sole Arbitrator shall have all the rights and powers of a Board of Arbitration appointed under this article. Each party shall pay one-half (½) of the fees and expenses of the Arbitrator. The Arbitrator selected must be a member of the LMAC (Labour Management Arbitration Committee) approved roster.

## ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

### 12.01 Warnings

Whenever it is deemed necessary to censure an employee in a matter indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall within five (5) working days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

### 12.02 Discharge Procedure

An employee who has completed their two-month probationary period may be dismissed but only for just and reasonable cause and only upon the authority of the Employer. A Department Head may suspend any employee, but shall immediately report such action to the Employer. When an employee is discharged or suspended, they shall be given the reason in the presence of their steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

### 12.03 May Omit Grievance Steps

An employee considered by the Union to be unreasonably or unjustly discharged or suspended shall be entitled to a hearing under Article 10, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

### 12.04 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated 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 which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

### 12.05 Burden of Proof

In cases of discharge or discipline, the burden of proof and just cause shall rest with the Employer. Evidence must be limited to the case at hand.

### 12.06 Crossing of Picket Lines During Strike

Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute except in emergencies when it is necessary to maintain essential services such as treatment of water and sewer services. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

#### 12.07 Adverse Report

An employee shall be notified in writing of any expression of dissatisfaction concerning their work within thirty (30) working days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed such expression of dissatisfaction shall not become a part of their record for use against them at any time. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

The record of an employee shall not be used against them at any time in the following instances:

- (a) When eighteen (18) months have elapsed since a suspension, provided there has been no recurrence of a similar and/or other infraction.
- (b) When twelve (12) months have elapsed since the issuance of a letter or reprimand provided there has been no recurrence of a similar and/or other infraction.

#### 12.08 Personnel Files

An employee shall have the right at any time to have access to and review their personnel record.

### **ARTICLE 13 - SENIORITY**

#### 13.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. It shall be maintained on a date of hire basis. Seniority shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recalls. Seniority shall operate on a bargaining unit wide basis subject to individual employees having the necessary qualifications.

#### 13.02 Seniority List

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

#### 13.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period two months from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

After completion of the probationary period, seniority shall be effective from the original date of employment.

#### 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:

- 1) They are discharged for just cause and is not reinstated.
- 2) They resign in writing and does not withdraw within two days.
- 3) They are absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- 4) That during a layoff they fail to return to work within seven (7) calendar days 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 their current address. An employee recalled to casual work or employment of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work.
- 5) They are laid off for a period longer than two years.

#### 13.05 Transfers Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent.

#### 13.06 Retention of Seniority

When an employee has accepted a position outside the bargaining unit, they will retain their seniority number for the tenure of their employment. The employee can be transferred back to a bargaining unit classification on a job posting or by mutual agreement. No bargaining unit member will be displaced in this process.

### **ARTICLE 14 - PROMOTIONS AND STAFF CHANGES**

#### 14.01 Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all Bulletin Boards for a minimum of one week, so that all members will know about the vacancy or new position.

#### 14.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All Job Postings shall state "This position is open to male and female applicants".

#### 14.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) the principle of promotion within the service of the Employer.
- 2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 14.05. Appointments from within the bargaining unit shall be made within three weeks of posting.

#### 14.04 Trial Period

The successful applicant shall be placed on trial for a period of two months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two months. In the event 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 and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

#### 14.05 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling of vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

#### 14.06 Handicapped Worker Provision

An employee unable through injury or illness to perform their normal duties shall be provided with alternate suitable employment where possible. Such employee shall not displace an employee with more seniority.

#### 14.07 Older Worker Provision

An employee who, through advancing years, is unable to perform his normal duties shall be provided with alternate suitable employment where possible. Such employee shall not displace an employee with more seniority.

### **ARTICLE 15 - LAYOFFS AND RECALLS**

#### 15.01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. Temporary employees cannot bump permanent employees in the event of layoffs. They may bump other temporary employees with less seniority provided they are qualified to perform the work.

#### 15.02 Recall Procedure

Employees shall be recalled in the order of their seniority providing they have the qualifications required to fill the position.

#### 15.03 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall.

#### 15.04 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, he shall be paid for the days for which work was not made available.

#### 15.05 Grievances on Layoffs and Recalls

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

## ARTICLE 16 - HOURS OF WORK

### 16.01 Standard Daily Hours

The regular workday shall not commence before 8:00 a.m. nor finish later than 4:30 p.m. No eight (8) hour shift shall be spread over a period longer than eight point five (8.5) hours, with half (½) an hour off for lunch. Notwithstanding the foregoing, the hours of work shall be:

8:00 a.m. to 12:00 noon  
12:30 p.m. to 4:30 p.m.

### 16.02 Standard or Average Weekly Hours

- (a) The regular work week for all employees except the Waste Disposal Site Attendant shall consist of five (5) days from Monday to Friday inclusive, for a total of forty (40) hours per week. An employee's scheduled hours of work shall not be construed as guaranteeing the employee maximum or minimum hours of work.
- (b) The regular work week for the Waste Disposal Site Attendant shall consist of five (5) days from Tuesday to Saturday inclusive, for a total of forty (40) hours per week. An employee's scheduled hours of work shall not be construed as guaranteeing the employee maximum or minimum hours of work.

### 16.03 Working Schedule

In the case of shift work, the hours and days of work of each employee shall be posted in an appropriate place at least two weeks in advance. For employees on evening and night shifts, one-half hour meal time shall be included as part of the regularly scheduled work period.

The regular hours of work for Stadium and Museum employees shall be as per present practice.

16.03.01 The regular hours of work for Stadium employees shall be as per present practice.

16.03.02 For snow clearing purposes only, extra snow plow operators may be hired for any eight (8) hour shift during a twenty-four (24) hour period provided no eight (8) hour shift shall be spread over a period longer than nine (9) hours without having to pay overtime and to a maximum of forty (40) hours per week.

Any overtime that becomes available shall be shared among the regular workforce.

16.04 (a) Paid Rest or Relief Periods

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift. During the winter season, employees shall be permitted to have a lunch break of thirty (30) consecutive minutes in the middle of a shift without loss of pay. In the summer months (June 1<sup>st</sup> through Labour Day), employees shall be permitted a lunch break of sixty (60) consecutive minutes in the middle of a shift without loss of pay.

(b) Rest Period Between Shifts

When employees are required to have less than eight (8) hours between shifts, the Employer will either:

- Extended rest period without loss of pay
- Overtime for the difference in time between the end of the shift and the beginning of the next

16.05 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 not later than 6:00 p.m. except in cases of emergency or shift work.

16.06 Paid Clean-Up or Clothes Changing Time

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

**ARTICLE 17 - OVERTIME**

17.01 Overtime Defined

All time worked before or after the regular workday, the regular work week, or on a holiday, shall be considered overtime.

17.02 Compensation for Work Before and After Daily Scheduled Hours

Overtime work before and after the regular daily hours shall be paid for at the rate of time and one-half (1½x) for the first four (4) hours and double (2x) time after four (4) hours in any one (1) day shift.

17.03 Compensation for Work on Saturday or Sunday

Overtime work on any Saturday or Sunday shall be paid for at the rate of time and one-half for the first ten (10) hours and double time after ten (10) hours in any one day or shift.

17.04 Compensation for Work on Paid Holidays

Overtime work on a holiday shall be paid for at the rate of time and one-half (1½x) for the first ten (10) hours and double time (2x) after ten (10) hours for work performed in addition to holiday pay, except for Christmas and New Year's when the rate shall be double time (2x), plus another day off without loss of regular pay at a time designated by the employee.

17.05 Payment for / or Supply of Meals

Employees required to work more than one (1) hour overtime shall be given one (1) hour off for a meal period or be provided with a meal by the Employer. In addition, employees shall receive a one-half (½) hour paid meal break for each additional three (3) hours of overtime.

17.06 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

17.07 Overtime for Part Time Employees

A part time employee working less than the regular working hours per day or week shall be paid straight time pay during their regularly scheduled part time hours.

Overtime rates shall apply after their regular hours in the working day or week and for all work performed on holidays and regular days off.

17.08 Sharing of Overtime

Overtime and call back time shall be divided equally among employees who are available and qualified to perform the available work from within the same classification.

17.09 Call Back Pay Guarantee

An employee who is called in to work outside their normal working hours shall be paid for a minimum of four (4) hours at overtime rates and shall be paid from the time they leave their home to report for duty until such time as work is completed. However, if work is completed within the minimum four (4) hour callout and another call is made within these four (4) hours then the overtime rate for the second call will only apply for the period of time by which it extends beyond the original four (4) hour callout.

Notwithstanding the above provision, pre-scheduled chlorine water treatment checks, as per past practice, shall be maintained as two (2) hours at overtime rates.

17.10 Calculating of Overtime Rates

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

**ARTICLE 18 - HOLIDAYS**

18.01 (a) Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Discovery Day	National Day of Truth and Reconciliation
Queen's Birthday	Thanksgiving Day
Dominion Day	Remembrance Day
St. Patrick's Day	Christmas Day
St. George's Day	Boxing Day
Orangemen's Day	

Four (4) hours on the last working day prior to New Year's Day. Four (4) hours on the last working day prior to Christmas Day.

(b) To Qualify for Paid Holidays

The above noted holidays shall apply to:

- 1) All employees who are appointed to a permanent position and/or
- 2) All other employees who are at work or on approved leave their last regularly scheduled working day before and their next regularly scheduled working day after the holiday.

18.02 Compensation for Holidays Falling on a 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.

18.03 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.

18.04 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 designated by the employee.

**ARTICLE 19 - VACATIONS**

19.01 Length of Vacations

Employees shall receive an annual vacation with pay in accordance with credited seniority prior to the commencement of the vacation period as follows:

Less than one year	1¼ days per month
One year or more	3 weeks
In the calendar year of the 10 <sup>th</sup> anniversary and each year thereafter	4 weeks
In the calendar year of the 15 <sup>th</sup> anniversary and each year thereafter	5 weeks
In the calendar year of the 20 <sup>th</sup> anniversary and each year thereafter	6 weeks

19.02 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 days' vacation.

19.03 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

19.04 Preference in Vacation

Preference in selecting vacation periods shall be granted on the basis of seniority and the requirements of the work schedule.

#### 19.05 Vacation Schedule

Vacation Schedules shall be posted by May 1<sup>st</sup> of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off unless otherwise mutually agreed.

#### 19.06 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer.

#### 19.07 Overtime Vacation Rate

No employee shall be required to work during their scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, they shall be paid at double (2x) the regular rate of pay plus one (1) vacation lieu day off for each day in which work was performed.

### **ARTICLE 20 - SICK LEAVE PROVISIONS**

#### 20.01 Sick Leave Defined

Sick leave means the period of time on employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Worker's Compensation Act.

#### 20.02 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 days for every month an employee is employed.

#### 20.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for their future benefits, to a maximum of 240 days.

#### 20.04 Illness in the Family

Where no one other than the employee can provide for the needs during illness of an immediate member of their family, or when an employee escorts a member of their family who is ill to hospital, an employee shall be entitled, after notifying their supervisor, to use a maximum of three (3) accumulated sick leave days per illness for this purpose.

#### 20.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness, for less than half (½) a day shall not be deducted. Absence for more than one one-half (1½) day and less than a full day shall be deducted as one-half (½) day. Sick leave may only be awarded to a temporary employee who commences work for a one (1) shift assignment or commences work on the first day of a longer continuous assignment, and subsequently qualifies for sick leave under this Article.

#### 20.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days, certifying that they were unable to carry out their duties due to illness.

#### 20.07 Sick Leave During Leave of Absence and Layoff

When an employee is given leave of absence for any reason, they shall receive sick leave credits for the period of such absence on their return to work, providing such leave does not extend beyond one (1) month. When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

#### 20.08 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

#### 20.09 Other Plans Not to Replace Sick Leave

An employee placed on sick leave as provided for under the medical insurance plan will receive 66 2/3% of their salary from the insurance plan after the first five (5) days and the Council will pay the other 33 1/3% of their salary while they have sick leave to their credit as per this article.

### **ARTICLE 21 - LEAVE OF ABSENCE**

#### 21.01 Negotiating Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiation with the Employer.

#### 21.02 Grievance and Arbitration Pay Provisions

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

### 21.03 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence of six (6) working days per year with pay and benefits, providing such absence does not result in any additional cost to the Employer. 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.

### 21.04 Paid Bereavement Leave

- (a) An employee shall be granted a maximum of five (5) regularly scheduled consecutive working days' leave without loss of pay and benefits in the case of a death of a parent, wife, husband, common-law spouse, brother, sister, child, grandparent and grandchild.
- (b) An employee shall be granted a maximum of three (3) regularly scheduled consecutive working days' leave without loss of pay and benefits in the case of a death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, fiancé and any relative who has been residing in the same household.
- (c) For the foregoing, where the burial occurs outside the province, such leave shall also include reasonable travelling time, not to exceed three (3) days.
- (d) In the case of the death of an employee's aunt, uncle, niece, and nephew, one (1) day shall be granted.
- (e) Additional paid bereavement leave may be granted at the discretion of the employer.

### 21.05 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 a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive 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 their employment shall be considered as time worked at the appropriate rate of pay.

### 21.06 Education Leave

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade their employment qualifications, providing that the training pursued meets with the approval of the Employer.

21.07 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and must have the approval of the Employer.

21.08 Service Requirement for Maternity Leave

An employee shall qualify for maternity leave after completion of the probationary period. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

21.09 Maternity Leave/Adoption Leave/Parental Leave

- (a) (i) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- (ii) An employee is entitled to a maximum of fifty-two (52) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- (b) (i) An employee may return to duty after giving their supervisor two (2) weeks notice of their intention to do so.
- (ii) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits.
- (c) (i) Periods of leave up to fifty-two (52) weeks shall count for seniority, annual leave and severance purposes.
- (ii) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- (d) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.

21.10 Employment Status During Maternity Leave

While on Maternity Leave, an employee shall retain their full employment status.

#### 21.11 Procedure Upon Return from Maternity Leave

When an employee decides to return to work after Maternity Leave, they shall provide the Employer with at least two weeks notice. On return from Maternity Leave, the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in an equivalent position in their department.

#### 21.12 Adoption Leave

Where an employee seeks leave due to legal adoption, the employee shall be granted unpaid leave of absence up to a maximum of twelve (12) months.

#### 21.13 Employment Status During Adoption Leave

While on Adoption Leave, an employee shall retain their full employment status.

#### 21.14 Requirement for Adoption Leave

An employee shall qualify for adoption leave after completion of the probationary period.

#### 21.15 Family Leave

(a) An employee who is required to:

- (i) attend to the temporary care of a sick family member;
- (ii) attend to the needs related to the birth of the employee's child;
- (iii) accompany a dependant family member living in the same household on a dental or medical appointment;
- (iv) attend to 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 is reasonably possible;
- (ii) provide to the Employer valid reasons why such leave is required.

(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.

#### 21.16 Pallbearer's Leave

Where the family of a deceased employee requests pallbearers from the Union, the Employer shall grant the necessary leave with pay for up to three pallbearers.

## 21.17 Domestic Violence Leave

The Town agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Town and the Union agree once there is verification confirmed by a written note by a recognized professional (i.e., doctor, lawyer, registered counselor), an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as absent with permission with pay not to exceed ten (10) calendar days. Requests submitted under the terms of this Article will be treated as confidential by the Town and are subject to the terms of Article 21.

## **ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

### 22.01 Pay Days

The Employer shall pay salaries and wages 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.

### 22.02 Equal Pay for Equal Work

Employees shall receive equal pay for equal value of work, regardless of race, colour, religion, sex (gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, veteran status, genetic information, or citizenship.

### 22.03 Pay on Temporary Transfers, Higher Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher paying position at a flat rate of pay, they shall receive the rate for the job, providing such working period is greater than half of a working day. Where the higher position is outside of the bargaining unit, they shall receive the rate of pay of the position filled. The employee shall be deemed to be covered by this collective agreement during the period of temporary transfer.

Note: the mechanic's rate \$2.00/hour on top of the highest rate of pay when doing mechanics work.

### 22.04 Pay on Temporary Transfer, Lower Rated Job

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

#### 22.05 Vacation Pay

An employee may, upon giving at least three (3) days' notice, receive on the last office day preceding commencement of their annual vacation any pay cheques which may fall due during the period of vacation.

#### 22.06 Severance Pay

An employee who has completed ten (10) or more years of service, is entitled to be paid upon severance due to redundancy or retirement, severance pay equal to the amount obtained by multiplying the number of completed years of accumulated employment by their weekly salary to a maximum of thirty (30) weeks.

#### 22.07 Severance Paid to Estate

Any severance pay entitlement for a deceased employee shall be paid to such employee's estate.

#### 22.08 Live Sewer Top Up

Employees who are required to handle and work with live sewer will receive \$2.00/hour top up in addition to their regular hourly wage or overtime rate. Employees shall be compensated for a minimum of one (1) hour for every hour worked. The top up shall be paid out for the following duties:

- Internal repairs of a manhole
- Line blockages and or line repairs
- Pump maintenance, repairs, cleaning, or installation

### **ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION**

#### 23.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent, within sixty (60) days of signing the Collective Agreement. 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.

The Employer shall discuss and explain to the Union its rationale for future change(s) to the job descriptions.

The Employer's rationale for the change(s) to the job descriptions shall be given in writing to the Union, and if the Union disagrees, it shall give its rationale in writing to the Employer.

Any matter related to the job description may be the subject of grievance and arbitration.

#### 23.02 No Elimination of Present Classification

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

#### 23.03 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels they are unfairly or incorrectly classified, or when a position not covered in Schedule "A" 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 rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

#### 23.04 Technological Changes

In the event of technological changes which will have the effect of reducing the existing current work force, the Town will endeavour to provide training opportunities for the affected employees, provided job opportunities exist within the Town's work force.

### **ARTICLE 24 - EMPLOYEE BENEFITS**

#### 24.01 Workers' Compensation Pay Supplement

All employees shall be covered by the Workers' Compensation Act. The Employer shall pay benefits in accordance with the regulations governing claims. Pending a settlement of the insurable claim, the employee shall receive salary calculated as if the Workers' Compensation Act were to accept the claim. Payment under this clause shall not be deducted from an employee's accumulated sick leave credits. The Employee shall continue to receive full benefits of this agreement, subject to the necessary adjustment.

#### 24.02 Workers' Compensation Protection

No employee shall have their employment terminated as a result of absence from work with a compensable accident.

#### 24.03 Continuation of Pay

In order to continue receiving their regular salary in accordance with the Workers' Compensation Act, the employee shall assign their Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation cheque to the employee. In return, the Employer shall indicate the amount received from the Compensation as a deduction from gross income on the employee's Income Tax (T-4) form.

#### 24.04 Employer Contributions to Hospital and Medical Insurance

The Employer and the employees shall share the cost of the following Plans on a 50% - 50% basis.

- 1) Extended Major Medical Health Plan
- 2) Semi-Private Hospital Care for all employees and their dependents.

#### 24.05 Employer Contribution to Life Insurance Plan

The Employer and the employees shall share the cost on a 50% - 50% basis of the premium for a mutually agreed upon Group Life Insurance and Accidental Death and Dismemberment Plan for all employees.

#### 24.06 Long Term Disability and Weekly Indemnity Benefit Plan

The Employer and the employees shall share the cost on a 50% - 50% basis of the premium for a mutually agreed upon Long Term Disability and Weekly Indemnity Plan which shall provide coverage for two-thirds (2/3) of an employee's income to age 65.

### **ARTICLE 25 - SAFETY AND HEALTH**

#### 25.01 Co-operation on Safety

The Union and the Employer shall comply with all relevant legislation and cooperate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work.

#### 25.02 Union Employer Safety Committee

The parties agree to the establishment of an Occupational Health and Safety oversight committee composed of two (2) representatives appointed by the Employer, and two (2) representatives appointed by the Union. The committee shall meet quarterly to review matters of immediate concern or issues which are recurring in a work location(s) and which the site OH&S committee has failed to resolve.

### 25.03 Safety Committee Pay Provisions

The Health and Safety Committee shall hold meetings at least every three (3) months. Additional meetings may be requested by either party to deal with any unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all committee meetings shall be sent to the Employer and to the Union.

### 25.04 Safety Measures

Employees working in any unsanitary or dangerous jobs as defined by the Safety and Health Committee shall be supplied with the necessary tools, safety equipment and protective clothing.

### 25.05 No Disciplinary Action

No employees shall be disciplined for refusal to work on a job or to operate any equipment which is unsafe or deemed unsafe by the Union Employer Safety Committee.

### 25.06 Accident Notification

The Safety and Health Committee shall be notified of each accident or injury and shall investigate and report to the Union and the Employer as soon as possible on the nature and cause of the accident or injury.

### 25.07 Injury Pay Provision

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse stated that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

### 25.08 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer, if not otherwise covered.

### 25.09 First Aid Kits

A First Aid Kit shall be supplied by the Employer and be accessible to all employees.

#### 25.10 First Aid Instruction

The Employer agrees to the implementation of a first aid program offered by a certified agency as dictated by the Provincial Occupational Health and Safety Act to provide courses for members of the bargaining unit to enable a number of employees in various departments and schools to obtain first aid instruction and training. Time spent attending such courses shall be considered as time worked at a mutually agreed time and place.

#### 25.11 Alcoholism and Drug Dependency

The Union and the Employer shall cooperate in encouraging employees who seek to undergo a recognized program of rehabilitation for their alcoholism or drug dependency where a diagnosis of alcoholism or drug dependency is established. The Union and the Employer may cooperate in disciplinary cases in encouraging employees to undergo a recognized program of rehabilitation for their alcoholism or drug dependency where a diagnosis of alcoholism or drug dependency is established.

#### 25.12 Early and Safe Return to Work

The Employer and the Union agree to cooperate on Early and Safe Return to Work initiatives in accordance with the Workplace, Health Safety and Compensation Act. Any employee in an Early and Safe Return to Work initiative or who has a concern with workplace safety may involve a Union Representative in related meetings, and the Employer will inform such employees of this right.

### **ARTICLE 26 - JOB SECURITY**

#### 26.01 Contracting Out

- (a) The Employer will give the Union at least three (3) months notice of its intention to contract out any work or service normally performed by members of the bargaining unit.
- (b) If at any time the potential for contracting out arises the Employer agrees to a three (3) month period of notification to actively explore through discussion with the bargaining unit, the options available to forego such a need to contract out such work.
- (c) The use of contractors will not lead to layoffs of bargaining unit members.
- (d) The Employer agrees to not contract out work if a bargaining unit member has not yet been recalled.

## **ARTICLE 27 - AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION**

27.01 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:

- 1) Employees shall be credited with all seniority rights with the new Employer;
- 2) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer;
- 3) All work and services presently performed by members of CUPE shall continue to be performed by CUPE members with the new Employer;
- 4) Conditions of employment and wage rates for the new Employer shall be equal to the best provision in effect with the merging Employers;
- 5) No employee shall suffer a loss of employment as a result of merger;
- 6) Preference in location of employment in the merged municipality shall be on the basis of seniority.

## **ARTICLE 28 - GENERAL CONDITIONS**

### 28.01 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 other such notices as may be of interest to the employees.

## **ARTICLE 29 - GENERAL**

### 29.01 Plural Terms May Apply

Whenever the singular is used in this agreement it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

### 29.02 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate or disallow 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. In such an event the provisions of this Agreement so invalidated or disallowed shall be reopened for negotiations.

29.03 Clothing Allowance

The Employer shall provide to each employee one (1) pair of coveralls, one (1) Arctic type parka, one (1) suit of rubber clothes, and one (1) pair of CSA approved leather or rubber work boots. Such items of safety clothing shall be replaced by the Employer at the time the employee returns the worn and damaged clothing to the CAO/Clerk and Director of External Operations.

**ARTICLE 30 - TERM OF AGREEMENT**

30.01 Duration

This agreement shall be binding and remain in effect from July 1, 2021 to June 30, 2025, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least sixty days prior to the 30th of June in any year that it desires its termination or amendment.


30.02 Changes in Agreement

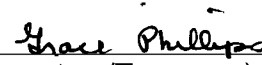
Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this agreement.

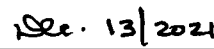
30.03 Retroactivity

All changes in the new agreement shall be adjusted retroactively unless otherwise specified.

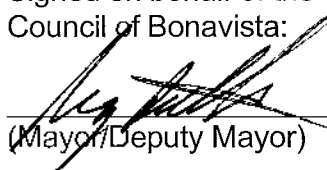
Signed on behalf of Canadian Union  
of Public Employees, Local 1839:

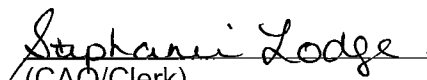
  
\_\_\_\_\_  
(President)

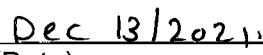
  
\_\_\_\_\_  
(Secretary/Treasurer)

  
\_\_\_\_\_  
(Date)

Signed on behalf of the Town  
Council of Bonavista:

  
\_\_\_\_\_  
(Mayor/Deputy Mayor)

  
\_\_\_\_\_  
(CAO/Clerk)

  
\_\_\_\_\_  
(Date)

**SCHEDULE "A"**

All salaries of the bargaining unit positions are to be increased as follows:

Effective July 1, 2021      3.5% + \$500 signing bonus (taxable)  
 Effective July 1, 2022      2%  
 Effective July 1, 2023      2%  
 Effective July 1, 2024      3%


Classification	Current	July 1/21	July 1/22	July 1/23	July 1/24
Water Sewer Maintenance	26.13	27.04	27.59	28.14	28.98
Water Sewer Maintenance Assistant	25.22	26.10	26.62	27.16	27.97
Heavy Equipment Operator	25.22	26.10	26.62	27.16	27.97
Dog Catcher	21.25	21.99	22.43	22.88	23.57
Carpenter	21.25	21.99	22.43	22.88	23.57
Pipe Fitter	21.25	21.99	22.43	22.88	23.57
Labourer	20.54	21.26	21.68	22.12	22.78
Waste Disposal Site Attendant	25.22	26.10	26.62	27.16	27.97
Arena Attendant	20.54	21.26	21.68	22.12	22.78
General Maintenance Man	20.54	21.26	21.68	22.12	22.78
Clerk Typist	21.92	22.69	23.14	23.60	24.31
Curators	17.65	18.27	18.63	19.01	19.58

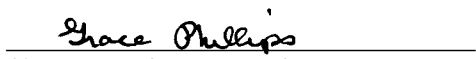
Employees assigned by the Employer to perform live sewer maintenance; mechanical and/or repair work on machines and/or equipment shall be paid \$2.00 per hour over and above the Heavy Equipment Operator's rate while so employed.

Within one (1) month of the signing of the Collective Agreement, all bargaining unit employees shall receive a signing bonus of \$500.00.

The Director of External Operations and the Economic, Cultural, Heritage Officer classifications will be removed from Schedule "A" and placed in the management schedule effective date of ratification.


Signed on behalf of Canadian Union  
of Public Employees, Local 1839:

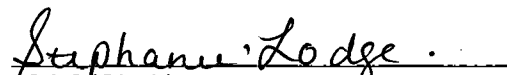
  
(President)

  
(Secretary/Treasurer)

Dec. 13/2021  
(Date)

Signed on behalf of the Town  
Council of Bonavista:

  
(Mayor/Deputy Mayor)

  
(CAO/Clerk)

Dec 13/2021  
(Date)

**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF BONAVIDA  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1839**

**RE: CONTRACTING OUT**


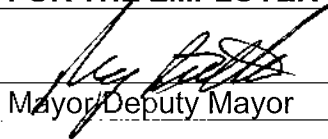
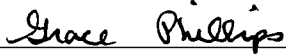
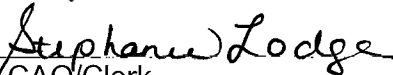
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Subject to Article 26.01, it is understood and agreed that the three (3) month period which provides for an avenue of discussion on contracting out, it is agreed that three (3) members of Council or its representatives and three (3) members of the bargaining unit or its representatives shall constitute such a committee to discuss the issues.

It is also agreed that such discussions will begin within two (2) weeks of notification to the Union. Such discussions shall commence at a time and place mutually agreed upon between the parties.

This letter is to form part of the Collective Agreement between the parties effective July 1, 2021 to June 30, 2025.

Dated at Bonavista, Newfoundland, this 13<sup>th</sup> day of December 2021.

FOR THE UNION:	FOR THE EMPLOYER
 President	 Mayor/Deputy Mayor
 Secretary-Treasurer	 CAO/Clerk


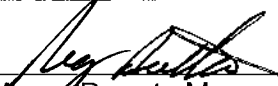
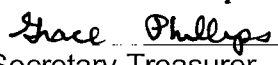
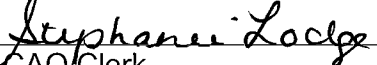
**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF BONAVISTA  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1839**

**RE: GOVERNMENT FUNDED EMPLOYMENT PROJECTS**

It is understood and agreed that the Collective Agreement between the Town Council of Bonavista and the Canadian Union of Public Employees, Local 1839, does not apply to persons employed on Government Funded Work Programs.

This letter is to form part of the Collective Agreement between the parties effective July 1, 2021 to June 30, 2025.

Dated at Bonavista, Newfoundland, this 13<sup>th</sup> day of December 2021.

FOR THE UNION:	FOR THE EMPLOYER
 President	 Mayor/Deputy Mayor
 Secretary-Treasurer	 CAO/Clerk

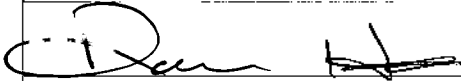
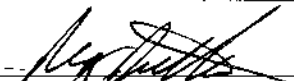
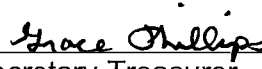
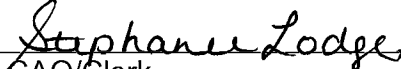
**LETTER OF UNDERSTANDING  
 BETWEEN  
 THE TOWN OF BONAVIDA  
 AND  
 THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1839**

**RE: MEDICAL INSURANCE PLAN**

Notwithstanding the provisions of Article 24.04 of the Collective Agreement it is agreed by both parties that should an employee be placed in the Medical Insurance Plan then, upon request of the employee, the employee shall continue to receive his full cheque from his Employer. The subsequent cheque from the Insurance Company shall then be assigned to the Employer.

This letter is to form part of the Collective Agreement between the parties effective July 1, 2021 to June 30, 2025.

Dated at Bonavista, Newfoundland, this 13<sup>th</sup> day of December 2021.

FOR THE UNION:	FOR THE EMPLOYER
 President	 Mayor/Deputy Mayor
 Secretary-Treasurer	 CAO/Clerk



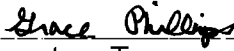
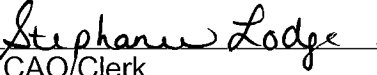
**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF BONAVISTA  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1839**

**RE: OVERTIME MEAL ALLOWANCE**

This letter is to clarify Article 17.05 of the main agreement. Both parties recognize that where employees are working overtime immediately following their regularly scheduled shift or workday, the Employer will provide a meal an hour-and-a-half (1½) into the overtime shift.

This letter is to form part of the Collective Agreement between the parties effective July 1, 2021 to June 30, 2025.

Dated at Bonavista, Newfoundland, this 13<sup>th</sup> day of December 2021.

<b>FOR THE UNION:</b>	<b>FOR THE EMPLOYER</b>
 President	 Mayor/Deputy Mayor
 Secretary-Treasurer	 CAO/Clerk

**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF BONAVISTA  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1839**

**RE: JOINT MANAGEMENT AND UNION JOB EVALUATION COMMITTEE**



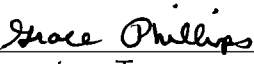
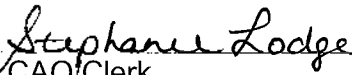
This Letter of Understanding outlines the process to be followed by the Town of Bonavista and the Canadian Union of Public Employees, Local 1839, to review and update job descriptions for the purpose of forming a joint job evaluation committee and process.

For the duration of the 2021 to June 30, 2025, the Joint Management and Union Committee will review and update job descriptions and implement a mutually agreed job evaluation system. There will be an equal number of management and union members appointed by the respective parties to this committee. The Local will appoint their own members without consulting or input from The Town. The Local may have the assistance and resources of CUPE National staff for this committee if the Local so chooses.

Any recommendation arising out of the deliberations of this Committee may form the basis for a job description booklet outlining the duties and responsibilities of all positions covered by this agreement, subject to the approval of the Town of Bonavista and the Canadian Union of Public Employees, Local 1839.

This letter is to form part of the Collective Agreement between the parties effective July 1, 2021 to June 30, 2025.

Dated at Bonavista, Newfoundland, this 13<sup>th</sup> day of December 2021.

FOR THE UNION:	FOR THE EMPLOYER
 President	 Mayor/Deputy Mayor
 Secretary-Treasurer	 CAO/Clerk