

# COLLECTIVE AGREEMENT

**Between**

**THE TOWN OF NORRIS ARM**

hereinafter called the Employer,  
Party of the First Part

**And**

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

**Canadian Union of Public Employees,  
Local 1349**

hereinafter called the Union,  
Party of the Second Part

**Effective May 1, 2021 to April 30, 2024**

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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 and negotiations 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.

1.02 AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an Agreement.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent in respect to rates of pay, hours of work and all other conditions of employment for all employees coming within the Bargaining Unit in respect of which the Union was certified as Bargaining Agent by an Order of the Newfoundland Labour Relations Board.

2.02 NOW, THEREFORE, it is hereby ordered by the Newfoundland Labour Relations that Canadian Union of Public Employees, Local 1349, be and is hereby certified to be the Bargaining Agent for a unit of employees of the Town of Norris Arm, Newfoundland, comprising all employees save and except Town Clerk and Town Manager.

2.03 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 in cases mutually agreed upon by the Parties.

2.04 No Other Assignments

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.

## 2.05 Management Rights

All functions, rights, powers and authority which are not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Employer.

## 2.06 Job Security in the Event of an Amalgamation

If the Town of Norris Arm should amalgamate or merge with the Community of Norris Arm or any other Town/Community, all employees covered by Schedule "A" will have their jobs protected and the present Collective Agreement between the Town of Norris Arm and CUPE Local 1349 will remain in effect subject to Article 32.02 and 34.

# ARTICLE 3 - NO DISCRIMINATION

## 3.01 Employer Shall Not Discriminate

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, sex or marital status, family relationship, place of residence, nor by reason of their membership or activity in the Union, or any other reason.

# ARTICLE 4 - UNION SECURITY

## 4.01 All Employees to be Members

All employees within the bargaining unit shall, as a condition of continued employment, become and remain members in good standing of the Union according to the constitution and bylaws of the Union. All new employees within the bargaining unit shall, as a condition of employment, become and remain members in good standing in the Union on the day they are hired.

# ARTICLE 5 - CHECK OFF UNION DUES

## 5.01 Check-off Payments

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

## 5.02 Deductions

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

## 5.03 Dues Receipts

At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

# **ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

## 6.01 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.

## 6.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their union steward or representative. The steward or representative will provide him with a copy of the Collective Agreement.

# **ARTICLE 7 - CORRESPONDENCE**

## 7.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Town Manager and Recording-Secretary of the Union.

# **ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE**

## 8.01 Establishment of Committee

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

## 8.02 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.

## 8.03 Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda 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.

## 8.04 Chairman of the Meeting

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

## 8.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairperson 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.

## 8.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter 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 9 - LABOUR MANAGEMENT BARGAINING RELATIONS**

### **9.01 Representation**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. 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 consist of not more than five (5) 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 pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer 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 representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

### **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. However, such meeting must be held not later than six (6) calendar days after the request has been given.

### **9.06 Time Off for Meeting**

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

## 9.07 Technical Information

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to pension and welfare plans and all other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining purposes.

## **ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE BOARD**

### 10.01 Employer Shall Notify Union

The Employer agrees that any reports or recommendations about to be made to the Council dealing with matters of policy and/or 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 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 all motions, resolutions and By-Laws or rules and regulations adopted by the Council which affect the members of this Union are -

- 1) to be forwarded to the Union, and
- 2) to be posted on all bulletin boards.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### 11.01 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 Steward shall assist any employee which the Steward represents, in preparing and presenting his grievance in accordance with the grievance procedure.

### 11.02 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.

### 11.03 Grievance Committee

The Stewards selected shall constitute the Grievance Committee.

#### 11.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any 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 without first obtaining permission from the Town Manager/Town Clerk and that permission will not be unreasonably withheld.

#### 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 or a case where the Employer has acted unjustly or improperly.

#### 11.06 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, they will first seek to settle the dispute with the Town Manager.
- STEP 3** Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the Chief Steward will submit to Council a written statement of the particulars of the grievance and the redress sought. The council shall render its decision within seven (7) working days after receipt of such notice.
- STEP 4** Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

#### 11.07 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, Steps 1 and 2 of this article may be by-passed.

#### 11.08 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 2.

#### 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 shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

#### 11.12 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.

#### 11.13 Technical Objections to Grievances

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/she deems just and equitable.

### **ARTICLE 12 - ARBITRATION**

#### 12.01 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 (2) arbitrators shall then meet to select an impartial chairperson whom shall be from the NL Labour/Management Arbitration Committee (LMAC) roster.

#### 12.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

#### 12.03 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 procedure. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

#### 12.04 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 Chairperson 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 arrangement which it deems just and equitable.

#### 12.05 Disagreement on Decision

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

#### 12.06 Expenses of the Board

Each party shall pay:

- 1) the fees and expenses of the arbitrator it appoints,
- 2) one-half ( $\frac{1}{2}$ ) of the fees and expenses of the Chairperson.

#### 12.07 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.

## 12.08 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. The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in grievance, arbitration, or any other matter, excepting accident matters, that could be detrimental to employees or to the Union. 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.

## 12.09 Sole 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. The Arbitrator selected shall be from the roster provided by the NL LMAC. Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

# **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

## 13.01 Warnings

Whenever the Employer or his authorized agent 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 his work up to a required standard by a given date the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

## 13.02 Discipline Procedure

An employee who has completed his probationary period may be dismissed but only for just and reasonable cause and only upon the authority of Council. When an employee is discharged or suspended, he shall be given the reason in the presence of his steward. Such employee and the Union shall be given promptly, in writing, by the Employer the reason for such discharge or suspension.

## 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 or discipline notice to the employee.

## 13.04 Crossing of Picket Lines During Strike

An employee covered by this agreement shall have the right to refuse to cross a picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

### 13.05 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning their work within ten (10) working days of the event of the complaint, with a copy of the Union. 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. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to their work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

Any document placed on an employee's file which might, at any time, be used against them in any case of disciplinary action, suspension, or dismissal, shall be removed from the file and destroyed after twelve (12) months provided there has not been a recurrence of a similar incident during that time, in which case it shall be removed twelve (12) months after the recurrence.

### 13.06 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 just preceding such discharge or suspension.

### 13.07 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of Article 11.06 may be omitted in such cases.

## **ARTICLE 14 - SENIORITY**

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

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the workforce, and recall. Seniority shall operate on a bargaining-unit-wide basis.

### 14.02 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.

#### 14.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of four (4) 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.

#### 14.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, 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 (2) working days.
- 3) They are absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- 4) They fail to return to work within seven (7) calendar 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 their current address. An employee recalled for 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 (2) years.

#### 14.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

### **ARTICLE 15 - PROMOTIONS AND STAFF CHANGES**

#### 15.01 Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall immediately 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 (1) week, so that all members will know about the vacancy or new position. Positions shall be advertised within two (2) weeks of vacancy.

#### 15.02 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".

#### 15.03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present employees have been fully processed.

#### 15.04 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 15.02. Appointments from within the bargaining unit shall be made within three (3) weeks of position.

#### 15.05 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. They shall be placed on trial for a period of two (2) months. conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) 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.

#### 15.06 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.

#### 15.07 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

#### 15.08 Handicapped Worker Provision

An employee unable through injury or illness to perform his/her normal duties shall be provided with alternate suitable employment if such work is available. Such employee shall not displace an employee with more seniority.

#### 15.09 Older Worker Provision

An employee who, through advancing years is unable to perform their normal duties, shall be provided with alternate suitable employment if such work is available. Such employee shall not displace an employee with more seniority.

#### 15.10 On-the-Job Training

The Employer shall inaugurate and maintain a system of "On-the-Job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours.

#### 15.11 Training Courses

The Employer shall bulletin any Training Courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- Type of course (subject and material to be covered).
- Time, duration and location of the course.
- Basic minimum qualifications required for applicants.

This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.

The senior qualified applicant shall be selected.

#### 15.12 Training Seminars

Where the Employer requires the employee to attend training seminars relative to the general maintenance and operation of the Town, the employee shall do so and suffer no loss in pay.

## **ARTICLE 16 - LAYOFFS AND RECALLS**

### **16.01 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.

### **16.02 Recall Procedure**

Employees shall be recalled in the order of their seniority.

### **16.03 No New Employees**

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

### **16.04 Advance Notice of Layoff**

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

### **16.05 Recognition of Union Officers**

In order that the operations of the Union will not become disorganized when lay-offs are made, members of the Local Executive Board and Chief Steward shall be the last persons laid off during their term of office.

### **16.06 Grievances on Layoffs and Recalls**

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

## **ARTICLE 17 - HOURS OF WORK**

### **17.01 Hours**

The normal work week shall consist of five (5) eight (8) hour days from Monday to Friday inclusive, for a total of forty (40) hours per week. The normal day shall not commence before 7:30 a.m. nor finish later than 4:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours with one-half (½) hour off for lunch. Except as hereinafter provided, the hours of work shall be from 7:30 a.m. to 12 noon and 12:30 p.m. to 4:00 p.m.

### 17.02 Minimum Hours

An employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of four (4) hours' pay.

### 17.03 Break Period

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift.

### 17.04 Union Meeting Night

On the day in 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.

## **ARTICLE 18 - OVERTIME**

### 18.01 Overtime Defined

All time worked beyond the normal work day, the normal work week, or on a holiday, shall be considered as overtime. Subject to Article 19.03 work performed on the half (½) day Christmas and New Year's Eve shall not be considered overtime.

### 18.02 Overtime and Meal Allowances

Overtime rates shall apply for work as follows:

- 1) On a regular work day double time (2x) for all work performed before the start of the regular day shift.
- 2) Time and one-half (1½x) for all hours worked after the end of the regular day shift up to 12 midnight and double time (2x) thereafter.
- 3) On all Statutory Holidays except for those outlined in Article 19.03
  - double time (2x) plus another day off with pay at a time mutually agreeable between the employee and the Employer.
- 4) Overtime Meal Allowance
  - In-Town - the appropriate overtime rate plus half (½) hour off to eat.

Out of Town - the applicable overtime rate plus \$10.00 per meal to a maximum of \$40.00 per day.

### 18.03 No Lay-Off to Compensate for Overtime

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

### 18.04 Minimum Call-Back Time

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates and shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work.

### 18.05 Equal Distribution of Overtime

Overtime shall be distributed equally among all full-time employees and/or employees that work full time weekly hours.

### 18.06 Time Off in Lieu of Overtime

Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a time to be mutually agreed between the employee and their supervisor. The employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of the conclusion of the overtime. Should the time off not be given within sixty (60) calendar days, the employee shall receive pay at the appropriate overtime rate.

### 18.07 Standby

Weekend standby will begin at 4:00 p.m. Friday and end 7:30 a.m. Monday. Weekend standby pay one-hundred and seventy-five dollars (\$175.00).

Weekend Standby for snow clearing will begin at 4:00 p.m. on Friday and end at 7:30 a.m. on Monday.

Standby will commence the first weekend in December and end the last weekend of March. Town manager shall decide if weekends prior or later than these dates will require standby based on weather conditions, if so, standby shall be paid for those weekends as well. From April 1<sup>st</sup> to November 30<sup>th</sup> standby will only be paid at the discretion of the Town Manager, giving the employee prior notice of at least twenty-four (24) hours. Standby weekends include overtime hours as outlined in the union agreement.

## **ARTICLE 19 - HOLIDAYS**

### **19.01 List of Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
St. Patrick's Day	Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
St. George's Day	Remembrance Day
Queen's Birthday	½ day Christmas Eve
Discovery Day	Christmas Day
Dominion Day	Boxing Day
Orangemen's Day	½ day New Year's Eve
Norris Arm Day	

and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Governments.

19.02 When any of the above holidays fall on an employee's regular day off and are not proclaimed as being observed on some other day, a day mutually agreed upon between the Employer and employee shall be deemed to be holidays for the purpose of this agreement.

19.03 In the event that the half (½) day Christmas Even and the half (½) day New Year's Eve cannot be given at that time, the Employer will give the employee such time off at a date to be mutually agreed upon by the employee and the Town Manager.

### **19.04 Holiday Pay**

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal day's pay. Employees who are required to work shall be paid in accordance with Article 18.02.

### **19.05 Holiday on Day Off**

When any of the above holidays fall on a employees' scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

## **ARTICLE 20 - VACATIONS**

20.01 Every employee shall receive an annual vacation with pay in accordance with credited service as follows:

1 to 4 years	-	3 weeks
5 to 12 years	-	4 weeks
more than 12 years	-	5 weeks

Earned vacation is based on employee's anniversary date.

- 20.02 An employee shall receive an additional day's paid vacation for each paid holiday that occurs during their vacation period.
- 20.03 The schedule of vacation periods for all employees shall be compiled and posted before April 30<sup>th</sup> in each year. Employees shall be paid their vacation pay prior to taking their vacations.
- 20.04 Vacation shall be deemed an earned benefit and on termination of employment an employee shall receive all vacation pay due them in accordance with the table of vacation credits set forth in Section 20.01 of this Article.

## **ARTICLE 21 - SICK LEAVE PROVISIONS**

### **21.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of any accident for which compensation is not payable under the Worker's Compensation Act.

### **21.02 Annual Paid Sick Leave**

Twenty-four (24) days sick leave per year shall be earned at the rate of two (2) days for every month an employee is employed.

### **21.03 Accumulation of Sick Leave**

Sick leave shall be cumulative up to one hundred and sixty (160) days.

### **21.04 Illness in the Family**

In the case of serious illness of an employee's wife or termination of pregnancy where no one, other than the employee can provide for her needs, the employee shall be entitled, after notifying his superior, to use a maximum of five (5) accumulated sick leave days per illness for this purpose.

### **21.05 Deductions from Sick Leave**

The Town agrees that 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 half (½) a day or more, and less than a full day, shall be deducted as one half (½) day.

#### 21.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of two (2) working days, certifying that they are unable to carry out their duties due to illness. Council reserves the right to require a medical certificate from any employee for any one (1) illness if in the opinion of Council a trend is established due to illness.

21.07 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off, providing such absence does not exceed twelve (12) months.

#### 21.08 Extension of Sick Leave

An employee with more than five (5) years of service who have exhausted their sick leave credits shall be allowed to anticipate extension of their sick leave to a maximum of six (6) working days. This sick leave extension shall be repaid by the employee upon their return to duty through their normal monthly accumulation. However, the employee shall be limited to six (6) days sick leave for any one (1) illness.

#### 21.09 Sick Leave Records

The Town agrees that immediately after the close of each calendar year, each employee shall review the sick leave records of the Employer and verify that the accumulated sick leave is correct. Any employee is to be advised, on application, of the amount of sick leave accrued to their credit.

#### 21.10 Sick Leave

When an employee is required to take Sick Leave - Short Term Disability Insurance will be used first and the Employer agrees to subsidize the amount of the weekly insurance from the accumulated sick leave to equal the employee's normal weekly net wages.

### **ARTICLE 22 - LEAVE OF ABSENCE**

#### 22.01 Negotiation Pay Provisions

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

### 22.03 Funeral Attendance

The Town agrees that three (3) days leave of absence with pay will be granted to employees who have suffered a death in their immediate family. This concession will be granted in case of the death of father, father-in-law, stepfather, mother, mother-in-law, stepmother, foster parents, brothers, sisters, husband, wife, children and grandparents. For aunts, uncles, brother-in-law and sister-in-law, one (1) day will be allowed. In order to qualify under this clause an employee must attend the funeral.

Employees on annual vacation, statutory holidays or Workers' Compensation benefits shall not be entitled to funeral attendance pay.

### 22.04 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 approved by the Employer. The maximum number of weeks an employee shall be entitled to at any one time shall be fifty-two (52) weeks.

### 22.05 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror, witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they 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.

### 22.06 Family Leave

Employees shall be allowed leave of absence with pay and without loss of seniority to a maximum of three (3) working days per year for the following reasons:

#### Reasons

- Birth of employees' child
- Serious fire or flood in one's home

### 22.07 Leave of Absence for Union Functions

Leave of Absence without loss of pay or seniority, to a total of eight (8) man days annually shall be granted on the Union's written request to either one (1) or two (2) members of the Union to represent the Union at Labour Conventions, schools, or seminars. One (1) calendar weeks' notice of such leave request shall be made. Additional leave of absence with respect to the foregoing without pay and without loss of seniority to a total of four (4) man days annually shall be granted on the Union's written request.

## **ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

### **23.01 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 his wages, overtime and other supplementary pay and deductions. Employees shall be paid every Thursday by quitting time.

### **23.02 Equal Pay for Equal Worth**

Employees shall receive equal pay for equal worth, regardless of sex.

### **23.03 Pay During Temporary Transfers**

When an employee in a position paying a flat rate of pay temporarily substitutes in or performs the principal duties of a higher paying position, they shall receive the higher rate. When an employee temporarily substitutes in or performs the principal duties of a position paying a lower rate of pay, they shall suffer no reduction in their rate of pay.

### **23.04 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.

### **23.05 Cell Phones**

An employee that uses a personal phone for Town Business shall be reimbursed at the rate of fifty (\$50.00) dollars on a monthly basis.

## **ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **24.01 Job Descriptions**

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

### **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

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 Appendix "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.

## **ARTICLE 25 - EMPLOYEE BENEFIT PLANS**

### 25.01 Group Life Insurance Plan

The Employer will pay the full cost of the Group Life Insurance Program presently in effect for the life of this Agreement. After a period of twenty-four (24) months of disability the Employer reserves the right to discontinue providing benefit coverage to an employee.

## **ARTICLE 26 - EMPLOYER FUNDED REGISTERED RETIREMENT SAVINGS PLAN**

26.01 Effective May 1<sup>st</sup>, 2009, the Employer shall contribute one and one half (1½) weeks pay at the end of each year of service into a Registered Retirement Savings Plan for all employees in the employ of the Employer. Employees shall have the option to choose which Plan and with whatever Bank, Credit Union, or Company, and shall relay this information to the Employer prior to the implementation of the Plan.

For the purpose of this Article service for seasonal employees shall be pro-rated.

## **ARTICLE 27 - HEALTH AND SAFETY**

### 27.01 Co-operation on Safety

The Union and the Employer shall co-operate in improving regulations which will provide adequate protection to employees engaged in hazardous work.

### 27.02 Union-Employer Safety and Health Committee

A Safety and Health Committee shall be established and composed of two (2) representatives appointed by the Employer and two representatives appointed by the Union.

27.03 The Safety and Health Committee shall meet once a month. 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 the Union.

#### 27.04 Safety Measures

Employees working on any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing including safety vest.

#### 27.05 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or operate any equipment, which in the opinion of the employee, is not safe.

#### 27.06 Copies of Accident Records

The Safety and Health Committee shall receive copies of all accident reports sent to the Worker's Compensation Board.

#### 27.07 Payment for Time Lost for Treatment

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deductions from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee having to leave their job because of such injury for further temporary treatment authorized by a medical doctor shall be paid for time loss during regular working hours.

#### 27.08 Transportation of Accident Victims

The Town agrees that 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.

#### 27.09 Environmental Pollution

The Employer and the Union agree to limit all forms of environmental pollution. Therefore, the parties affirm, according to their respective responsibilities, their joint objectives to take whatever action is possible to achieve an environment, both at work and in the community, which is pollution free.

#### 27.10 First Aid Kits

The Town agrees to provide first aid kits in the mobile units operated by the Foremen and on a trial basis a first aid kit will be supplied to all other mobile units.

#### 27.11 Covered Transportation

The Town agrees to provide covered transportation for employees when weather conditions warrant.

## 27.12 Safety Measures in Excavation Work

When an employee is employed in excavation work and when, in the opinion of the Foreman, a hazard exists there shall be an employee on the surface of the ground to ensure the safety of the employees engaged in the trench and to assist in the carrying out of the work.

## **ARTICLE 28 - TECHNOLOGICAL CHANGE**

### 28.01 Notice of Technological Change

Three (3) months before the introduction of any technological change or method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change.

Consultation - Any such change shall be made only after the Union and the Employer have discussed such change through collective bargaining.

Arbitration - If the Employer and the Union fail to agree on the results of the change the matter shall be referred to the grievance procedure of this Agreement.

Transfer Arrangements - An employee who is displaced from their job by technological change or improvements will be given the opportunity to fill other positions according to seniority.

No New Employees - No additional employees shall be hired by the Employer until the employees hourly working shall be notified of the proposed technological change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

## **ARTICLE 29 - RESTRICTIONS ON CONTRACTING OUT AND JOB SECURITY**

### 29.01 Restrictions on Contracting Out and Job Security

In order to provide job security for members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned or conveyed in whole or in part, to any other plant, person, company or non-Unit employee.

29.02 The Employer may, for totally Federal or Provincial Government funded projects, retain the right to hire personnel at wage rates set out for such projects provided such work does not reduce the hours of work or pay of any employee.

29.03 Subject to Article 29.02, if any dispute arises as to the Unions jurisdiction on such projects, the Union reserves the right to veto any such projects.

## **ARTICLE 30 - CLOTHING**

### **30.01 Clothing**

Where the nature of work requires it, proper work apparel shall be provided by the Employer. This shall particularly apply to work on asphalt and sewers. The type of work apparel herein referred to is rubber clothes, rubber boots, and gloves. Two (2) pairs of coveralls per employees. The Employer shall pay the full cost of two (2) pairs of safety boots per employee in a twelve (12) month period. One (1) pair of leather boots and one (1) pair of rubber safety boots.

## **ARTICLE 31 - GENERAL CONDITIONS**

### **31.01 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 meeting and such other notices as may be of interest to the employees.

### **31.02 Allowance for Tools**

The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tool.

## **ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS**

### **32.01 Present Conditions to Continue**

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the Employer and the Union.

### **32.02 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the agreement for negotiation.

### 32.03 Amalgamation, Regionalization and Merger Protection

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 the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- 4) Conditions of employment and wages rates for the new Employer shall be equal to the best provisions 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 33 - COPIES OF AGREEMENT**

### 33.01 Copies of Agreement

The Union shall have printed sufficient copies of the Agreement such that each employee in the bargaining unit may have a copy within a reasonable time after the execution of this agreement. The cost of such printing shall be the responsibility of the Union.

## **ARTICLE 34 - TERM OF AGREEMENT**

### 34.01 Duration

This agreement shall be binding and remain in effect from the first day of May 2021 to the 30<sup>th</sup> day of April 2024. Following April 30<sup>th</sup>, 2024, this agreement shall remain effective from year to year thereafter unless either party gives to the other party notice in writing within thirty (30) to ninety (90) days in any year prior to its termination or amendment.

### 34.02 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.

34.03 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 five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

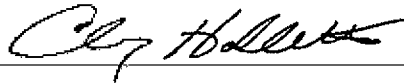
34.04 Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply:

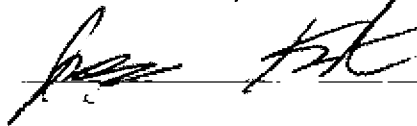
- (a) The notice shall state specifically the revision requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- (b) Both parties shall adhere to the terms of this Agreement during the collective bargaining. If negotiations extend beyond the termination of the agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

Dated this 7<sup>th</sup> day of June 2022.

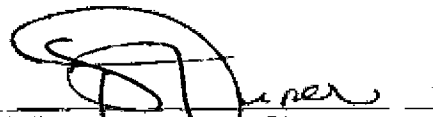
SIGNED ON BEHALF OF THE  
TOWN OF NORRIS ARM



SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349



Witness to above Signatures



Witness to above Signatures

## SCHEDULE "A"

### Wages

	<b>May 1, 2021</b>	<b>May 1, 2022</b>	<b>May 1, 2023</b>
<b>Working Forman</b>	\$26.43	\$27.28	\$28.13
<b>Maintenance Man</b>	\$24.54	\$25.39	\$26.24
<b>Labourer</b>	\$19.35	\$20.20	\$21.05

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

**And**

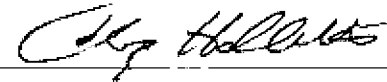
**THE TOWN OF NORRIS ARM**

**Re: Article 25.01 - Group Insurance Plan**

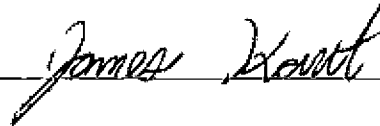
The Town of Norris Arm has agreed on a go forward basis to cover 100% of the total cost for the maintenance man position when working full time hours. When they are reduced to part time hours the employee will pay fifty percent (50%) of the total cost and when on lay off, they will pay the full cost, one hundred percent (100%).

Dated this 7<sup>th</sup> day of June 2022.

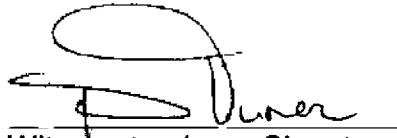
SIGNED ON BEHALF OF THE  
TOWN OF NORRIS ARM



SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349



Witness to above Signatures



Witness to above Signatures

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

**And**

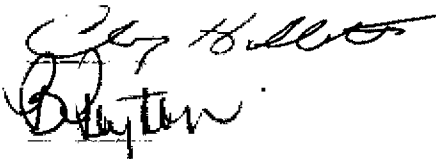
**THE TOWN OF NORRIS ARM**

**RE: Garrett Ryan**

The Town of Norris Arm has agreed to provide part time employee (Garrett Ryan) with fourteen (14) consecutive work weeks during our summer maintenance season, that is between May and September. The purpose of this is to have Mr. Ryan qualify for EI Benefits at the end of this period. This understanding will be in effect for the term of the current contract.

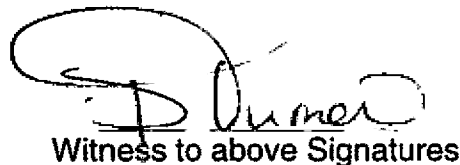
Dated this 7<sup>th</sup> day of June 2022.

SIGNED ON BEHALF OF THE  
TOWN OF NORRIS ARM



Witness to above Signatures

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349



Witness to above Signatures