

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF CENTREVILLE/WAREHAM/TRINITY
hereinafter called the Employer,

Party of the First Part

CUPE / Canadian Union
of Public Employees

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,
and its Local 2768, hereinafter called the Union,

Party of the Second Part

EFFECTIVE SEPTEMBER 1, 2022 TO AUGUST 31, 2025



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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 issued by the Board the 7th day of October 1992.

2.02 NOW, THEREFORE, it is hereby ordered by the Newfoundland Labour Relations Board that Canadian Union of Public Employees, Local 2768, be and is hereby certified to be the Bargaining Agent for a unit of employees of the Town of Centreville/Wareham/Trinity, Newfoundland, comprising all employees save and except Town Clerk/Manager and Clerk-Receptionist.

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 Agreements

No employee shall be required or permitted to make a written or verbal agreement with the employer or his representatives which may conflict with the terms of this Collective Agreement.

2.05 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.

2.06

The words "employee" and "employees" as used in this Agreement and any other agreements between the parties hereto shall mean the employees in the bargaining unit which shall be deemed to exclude the Town Clerk/Manager and Clerk-Receptionist.

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 practiced with respect to any employee in the matter of hiring, wages 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 resident, nor by reason of his membership or activity in the Union, or any other reason.

Article 4 - Union Security

4.01 All Employees to be Members

All employees of the Employer, as a condition of continuing employment, shall become and remain members of the Union, according to the constitution and by-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in the Union from the date of hiring.

Article 5 - Check-Off of 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 By-Laws.

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 15th day of the month, accompanied by a list of 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 (T-4) slips are made available, the Employer shall record and confirm 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 his 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 Clerk/Manager and Designate(s) of the Union. The Union will inform the Employer of the designate(s) in writing.

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 if and when the need arises at the call of either party, 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 will be designated as joint chairmen 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 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.

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 spokesman. 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 two (2) 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 thirty (30) 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) he represents and the name of the Chief Steward before the Employer shall be required to recognize him.

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 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 he will not leave his work during working hours without first obtaining permission from the Town Manager/Town Clerk and that permission will not be unreasonably requested or

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 his Steward. If the employee's Steward is absent, he may submit his 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 Town Clerk.

STEP 3 Failing satisfactory settlement within two 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 within fifteen (15) days of the decision of Council.

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 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 within fifteen (15) days 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.

12.02 Failure of 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 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 sixty (60) days from the time the Chairman 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 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 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 Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five days.

12.06 Expenses of the Board

Each party shall pay:

1. the fees and expenses of the arbitrator it appoints,
2. one-half of the fees and expenses of the Chairman.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by written mutual agreement between the parties.

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.

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 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 his work within ten (10) working days of the event of the complaint, with a copy to 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 his record for use against him 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 his work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his record.

Any document placed on employee's file which might at any time be used against him 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 his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his 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 one hundred (100) days of work 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. In a case of extraordinary circumstances, the union and the employer may mutually agree to extend the probationary period.

14.04 Loss of Seniority

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

An employee shall only lose his seniority in the event:

1. He is discharged for just cause and is not reinstated.
2. He resigns in writing and does not withdraw within two days.
3. He is absent from work in excess of two working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

4. He fails to return to work within seven 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 his current address. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work unless he is recalled at least three (3) times at seven (7) day intervals over a twenty-one-day period.
5. He is laid off for a period longer than two years.

14.05 Transfers and Seniority Outside Bargaining Unit

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

Article 15 - Promotion 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 five (5) working days, so that all members will know about the vacancy or the new position. Positions shall be advertised within two weeks of the 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 weeks of posting.

15.05 Trial Period

The successful applicant shall be notified within one week following the end of the posting period. He 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, he shall be returned to his 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 his 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 his former position if the required qualifications are not met within such time.

15.07 Notification to the Employee and Union

Within seven 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 normal duties shall be provided with alternate suitable employment if such work is available.

15.09 Older Worker Provision

An employee who, through advancing years is unable to perform his normal duties,

shall be provided with alternate suitable employment if such work is available.

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 by arranging to exchange positions for temporary periods, without affecting the salary or pay of the employees concerned. Such opportunities for training shall be allocated according to the seniority provisions of this agreement. Job training shall not take place when the senior employee is absent from work.

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.

The bulletin shall be posted for a period of two 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

When the employee requests or 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 up to a maximum of five (5) days. The Town shall pay all expenses incurred by the employee for such training.

For periods of training in excess of five (5) days the employer shall provide the employee with a sufficient layoff for the duration of the course in order for the employee to qualify for HRDC funding.

Article 16 - Layoffs and Recalls

16.01 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, 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 provided they are qualified and able to perform the job.

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 Lay-Off

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 day of lay-off. 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.

16.05 Grievances on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

Article 17 - Hours of Work

17.01 Hours

- a) 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 8 a.m. nor finish later than 5 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours, with one (1) hour off for lunch. Except as hereinafter provided, the hours of work shall be from 8 a.m. to 12 noon and 1 p.m. to 5 p.m.
- b) However, the employer reserves the right to reschedule shifts between November 21st and March 21st from 5 a.m. to 11 p.m. for snow clearing purposes.
- c) Subject to b) above employees shall be scheduled on a weekly basis at least three (3) days in advance. If his/her hours of work are changed/rescheduled with three (3) days of the originally scheduled days, he/she shall be paid time and one half (1 ½) for hours worked.
- d) A shift premium of seventy-five cents (.75) per hour shall be paid for all hours worked outside the regular hours referred to in a) above.

17.02 Minimum Hours

An employee reporting for work on his regular shift shall be paid his regular rate of pay for the entire period of work, with a minimum of three (3) 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 p.m., except in cases of emergency.

Article 18 - Overtime

18.01 Overtime Defined

All time worked beyond the normal workday, the normal work week, or on a holiday, shall be considered as overtime.

18.02 Overtime Define

All time worked in excess of eight (8) hours per day, forty (40) in the regular work week, or on a holiday, shall be considered overtime and shall be compensated for at the rate of time and one-half for each hour worked.

18.03 Minimum Call-Back Time

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

18.04 Equal Distribution of Overtime

Overtime shall be distributed equally among all employees.

18.05 Time Off In Lieu of Overtime

Instead of cash payment of overtime, (capped at 27 hours overtime which equals 40 hours regular pay) an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to between the employee and his 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. The 60 days will not take effect until the cap of 27 OT hours is reached, however, a two-week notice must be given before time off will be approved.

18.06 Mileage Allowance

When in the course of his duty an employee is required to travel on the Employer's business, transportation shall be provided by the Employer, or with the approval of the Employer, he may be permitted to use his own vehicle and shall be reimbursed at the provincial government rate, on travel outside of the Municipality. Employees have the right to refuse to utilize their own cars for the Employer's business. Mileage claims shall be submitted to the Town Clerk/Manager and reimbursement to the employee shall be made at least by the end of each month.

Article 19 - Holidays

19.01 List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Orangemen's Day
Good Friday	Remembrance Day
Queen's Birthday	½ day Christmas Eve
Dominion Day	Christmas Day
Discovery Day	Boxing Day
St. Patrick's Day	½ day New Year's Eve
Labour Day	St. George's Day
Thanksgiving Day	Centreville Day
National Day of Truth & Reconciliation	

and any other day declared or proclaimed as a holiday by the 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 ½ day Christmas Eve and the ½ 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 Clerk/Manager.

19.04 Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one 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 an employee's 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 Length of Vacations

An employee shall receive annual vacation with pay as follows:

Less than one year	1 day for each month worked
1-10 years	15 days
10-20 years	20 days
21 years or more	25 days

The calendar year shall extend from January 1st to December 31st.

Employees involved in job sharing who work less than 2080 regular hours per year shall receive (4) four percent increase on his/her hourly rate to be paid subject to Article 23.01 in lieu of the vacation with pay listed above.

20.02

An employee shall receive an additional day's paid vacation for each paid holiday that occurs during his vacation period.

20.03 Vacation Schedule

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

20.04

Vacation shall be deemed an earned benefit and on termination of employment an employee shall receive all vacation pay due him 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 an accident for which compensation is not payable under the Worker's Compensation Act.

Subject to Article 21.05, absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half day.

Employees shall only qualify for this leave 15 (fifteen) days in any calendar year. The Employer will require a Dr's note upon the 3rd consecutive day of illness.

21.02 Annual Paid Sick Leave

Fifteen (15) days sick leave per year shall be earned at the rate of 1.25 days for every month an employee is employed.

21.03 Accumulation of Sick Leave

Sick leave may be cumulative up to but not exceeding one hundred and twenty (120) days.

21.04 Illness in the Family

In the case of illness at the employee's residence and/or a medical emergency/ procedure at a hospital of an immediate family member or dependent where no one other than the employee can provide for the needs of the ill person, the employee, after notifying his superior, shall be entitled to 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 a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half 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 he is unable to carry out his duties due to illness. Council reserves the right to require a medical certificate from any employee for any one 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. he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave or lay-off, providing such absence does not exceed twelve months.

21.08 Extension of Sick Leave

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

21.09 Sick Leave Records

The Town agrees to compute and post 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 his credit.

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 Paid Bereavement Leave

An employee shall be granted a maximum of three (3) regularly scheduled consecutive workdays leave without loss of pay and benefits in case of death of a parent, wife, husband, common-law spouse, brother, sister, child, fiancé, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, former guardian, and any relative for whom an employee is required to administer bereavement responsibilities. Where the burial occurs outside the province, such leave shall include reasonable travelling time, without pay, not to exceed seven (7) days.

22.04 General Leave

An employee may be granted a leave of absence without pay and without loss of

seniority when he requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer.

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, or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he 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 for the following reasons:

<u>Reasons</u>	<u>Leave of Absence</u>
Birth of employee's child	One (1) working day
Serious fire or flood in one's home	Two (2) working days

22.07 Leave of Absence for Union Functions

Effective August 31, 2004, the local shall have a bank of five (5) days paid union leave granted by the employer. Each year thereafter the Employer shall grant an additional three (3) days with pay. At the end of each year the union may only be permitted to carry of a maximum of five (5) days to the following year for either one or two members of the Union to represent the Union at Labour Conventions, schools or seminars. One 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 two (2) man days annually shall be granted on the Union's written request.

22.08 Domestic Violence Leave

The employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is the victim in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation directly affecting them or their immediate family living in their household.

An employee who is the victim of domestic violence or abuse will be granted up to five (5) days of paid leave per year. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day,

without prior approval. Employees are also entitled to up to twenty-six (26) additional weeks without pay which shall be taken in one (1) continuous period.

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

Article 23 - Payment of Wages and Allowances

23.01 Pay Days

The Employer shall pay salaries and wages biweekly 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 second Wednesday by noon by direct deposit.

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, he 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, he shall suffer no reduction in his 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 his annual vacation any pay cheques which may fall due during the period of vacation.

Article 24 - Job Classifications and Reclassification

24.01 Job Descriptions

The Employer agrees to draw up job descriptions for all employees within 30 days after

signing this collective agreement. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within a further 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 he is 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 - Health and Safety

25.01 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.

25.02 Union-Employer Health and Safety Committee

A Health and Safety Committee shall be established and composed to two representatives appointed by the Employer and two representatives appointed by the Union.

25.03

The Health and Safety 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.

25.04 Safety Measures

Subject to Article 27.04, employees working on any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing.

25.05 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or operate any equipment which is unsafe.

25.06 Copies of Accident Records

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

25.07 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 his 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 his job because of such injury for further temporary treatment authorized by a medical doctor shall be paid for time lost during regular working hours.

25.08 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.

25.09 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.

25.10 First Aid Kits

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

25.11 Covered Transportation

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

25.12 Safety Measures in Excavation Work

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

Article 26 - Technological Change

26.01 Notice of Technological Changes

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 work loads, 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 his 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.

26.02 Job Protection & Staff Training

An employee shall not be laid off or have his/her hours of work reduced by the employer unless he/she refuses to avail of new or additional training offered by the employer or required by the employer.

If the employee accepts/agrees to do the new/additional training he/she shall be reimbursed for all lost wages and expenses incurred.

Article 27 - General Conditions

27.01 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 of the employees.

27.02 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.

27.03 Plural or Feminine Terms May Apply

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

27.04 Clothing Allowance

All employees shall receive a clothing allowance of \$800 (eight hundred dollars) per year (which is paid on a pro rated basis to part time and casual employees) to cover rubber clothes, coveralls, safety boots, safety rubbers, safety vest, safety hat and gloves with proof of purchases.

In addition, the Employer shall supply durable rubber gloves, safety vest, safety hat up to a \$50.00 (fifty dollar) limit per employee, per year.

27.08 Job Sharing

The two senior Maintenance Workers shall share all available work on a 50/50 basis.

Job sharing shall be weekly or bi-weekly by mutual agreement between both workers.

Heavy Equipment Operator shall only operate equipment that he/she has the qualifications to operate and will not perform the duties of Maintenance Worker unless mutually agreed by the Union and the Council.

Recall will only occur when one of the two maintenance workers refuses recall and or if both Maintenance Workers are employed and a third worker is required.

27.09 Daily Log

On each working day employees will complete a form or log of hours spent at garbage collection, snow clearing, Pump Houses, Lift Stations and Sewage Treatment Plant and full record of time spent repairing water lines.

Article 28 - Present Conditions and Benefits

28.01 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.

28.02 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.

28.03 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.

28.04 Restriction on Contracting Out

The Employer will not contract out any work presently done by members of the bargaining unit.

28.05 Pension Plan

The Employer shall enroll interested employees in a Registered Retirement Savings Plan. The Employer shall contribute 4.5% of salary to a maximum of \$2400.00 per year per employee and employees shall contribute a minimum of 4.5% of salary.

The Town of Centreville/Wareham/Trinity and CUPE Local 2768 will schedule a presentation regarding the Multi-Sector Pension Plan (MSPP). The Union will make initial contact with the MSPP to determine potential dates and make the arrangements for the presentation.

Within sixty (60) days of the presentation, the Union and Employer will convene a meeting of its members to determine if there is a desire to enroll in the MSPP. Should the parties be in favour of enrolling in the MSPP the Town and the Union will enter into negotiations to determine an implementation date and the applicable contribution rates.

Article 29 - Copies of Agreement

29.01 Copies of Agreement

The Employer 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 Employer.

Article 30 - Term of Agreement

30.01 Duration – 3 years

This agreement shall be binding and remain in effect from the 1st day of September 2022

to the 31st day of August 2025. Following August 31, 2025, this agreement shall remain in effect 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 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 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of 30 and 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.

30.04 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.

30.05

New Employees will be added to the care plan per this Collective Agreement. The Employee will participate on a 50/50 basis towards the plan.

Article 31 - Retroactivity

31.01 Retroactivity

Salary increases effective on date of contract renewal, all other benefits effective of date of signing, unless mutually agreed by both parties.

SIGNED on behalf of the
Canadian Union of Public
Employees, Local 2768:

Donald Brown

Terry Matthews

Angie Fimage
Witness

Nov 15/22.
Date

SIGNED on behalf of the
Town of Centreville/Wareham/
Trinity, Newfoundland:

Kirk White
Kirk White - Deputy

Trudy Fimage

Angie Fimage
Witness

Schedule "A"

WAGES

Classification	Sept. 1/22	Sept. 1/23	Sept. 1/24
Maintenance Worker	24.38	24.98	25.48
Heavy Equipment Operator	18.78	19.28	19.78
Labourer	17.40	17.90	18.40
Maintenance Trainee (for the first three months)	19.25	19.75	20.25

Lead Hand Premium

Lead Hand to receive one dollar (\$1.00) per hour over regular hourly rate.

LETTER OF INTENT

Subject to Articles 4.01, 6.01, 14.03 and approval of the Union. Persons who work for the town i.e., delinquent taxpayers, persons from Social Services and Government funded projects will not be considered as members of the bargaining unit and will not be entitled to its benefits.

However, such persons will not be permitted to work for the Town if any of the maintenance workers are on layoff unless they are recalled and refuse such work.