

COLLECTIVE AGREEMENT

Between

ST. JOHN'S

The City of St. John's

And

CUPE / *Canadian Union
of Public Employees*

**The Canadian Union of Public Employees,
Local 569**

July 1, 2022 to June 30, 2026

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ARTICLE 1 - PURPOSE

The intention of this Agreement is to promote and maintain harmonious relations and close cooperation between the Employer and its employees in the City of St. John's. It is understood by both parties that their object is the protection of the best interests of the Employer and its employees. Both parties will abide by this Agreement, it being their purpose to settle all differences without disturbance of industrial peace.

ARTICLE 2 - RECOGNITION

2:01 Recognition of Union

The Employer hereby 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 save and except those in classifications identified in Schedule "B" of this Collective Agreement.

2:02 Use of Vehicles

Vehicles carrying equipment and materials shall be driven by members of the Bargaining Unit. Persons outside the Bargaining Unit may drive vehicles the chief purpose of which is personal transportation, and which are used to transport employees, the hand tools of employees, and job related materials and equipment the chief purpose of which pertains to the completion of the job being performed on any particular day. This clause shall not apply regarding safety items and in emergencies where vehicles driven by other than members of the Bargaining Unit may carry equipment and materials such as pumps and steam jennies which are necessary to deal with the emergency.

2:03 Verbal or Written Agreement with Employer

No employee within the Bargaining Unit shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

2:04 Union Business

The Union agrees to make every reasonable effort to limit the number of employees from any particular work area who are absent at any one time to deal with Union business. The Union will also provide the Employer with as much notice as is reasonably possible of employees selected to attend Union school, conventions and conferences so arrangements can be made to schedule replacements.

2:05 Chief Shop Steward

The parties agree that the Chief Shop Steward or President's Designate, will be granted two full shifts per week, as mutually agreed upon between the City and the Union at the beginning of the winter and summer seasons, to attend to Union business for the duration of this collective agreement. The assigned individual will continue to receive all rights and benefits of the collective agreement with no loss of seniority.

ARTICLE 3 - INTERPRETATION

In this Agreement the following words and expressions shall have the meanings hereinafter assigned to them:

3:01 Permanent Employees

"Permanent" employee shall mean any employee within the Bargaining Unit who has been employed for a period of not less than twelve (12) consecutive months.

3:02 Temporary or Casual Employees

"Temporary" or "Casual" employees shall mean all employees employed for less than twelve (12) consecutive months or on specific jobs of limited duration.

3:03 Employee Status

For the purpose of defining an employee's status, twelve (12) consecutive months shall be calculated from the date of hiring except for those employees who have already been appointed to permanent positions.

Once an employee has achieved permanent status, they shall be permanent for the purposes of this agreement for as long as they remain on the seniority list.

3:04 Work of the Bargaining Unit

No work performed by employees within the Bargaining Unit shall be performed by employees outside the Bargaining Unit.

3:05 Employer Representative

"Employer Representative" unless otherwise specified shall mean the City Manager or such person or persons appointed by the Employer.

ARTICLE 4 - UNION STATUS

4:01 Union Membership

All employees within the Bargaining Unit shall as a condition of employment maintain Union membership. All new employees within the Bargaining Unit shall as a condition of employment become members in good standing at the commencement of their employment.

- (a) The Employer shall provide the new employee with a copy of the Collective Agreement.**
- (b) An officer of the Union shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes monthly for the purpose of acquainting the new employee with the benefits and duties of Union membership. Where more than one (1) employee is hired, this meeting shall be a combined meeting of all new employees. Time off for such meetings must be at a mutually agreed time between the Union and the Employer Representative.**

4:02 Checkoff Payments

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

4:03 Deductions

Deductions shall be **directly deposited to the local's bank account and a stub forwarded** to the Secretary-Treasurer of the Union not later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by two (2) copies of a list of the names, gender and regular weekly wages of employees from whom whose wages deductions have been made. Lists of employees' addresses, phone numbers and classifications shall be made available on a periodic basis, as requested, in paper and/or in electronic format.

4:04 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 member in the previous year.

4:05 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender, gender identity, marital status, place of residence, physical or mental disability, nor by reason of their

membership or activity in the Union, nor for any reason prohibited by the human rights legislation.

4:06 Employment of Relatives

Relatives of employees may seek employment with the City. The Employer shall not discriminate against such persons.

4:07 Work Projects

Persons hired to perform work that would not normally be performed, as a result of Federal or Provincial 'Work Projects' shall not be considered employees for the purpose of this Agreement.

Persons hired on these projects shall become members of Local 569 for each project and shall have a separate contract on an individual project basis.

The Employer shall not undertake any project that would result in a reduction of the workforce or in the continued layoff of members of the Bargaining Unit unless otherwise agreed.

No employee in the Bargaining Unit shall be required to work on any project unless mutually agreed.

4:08 Harassment

Both the City and the Union consider sexual harassment as defined below and personal harassment as defined herein to be reprehensible and are committed to maintaining an environment where such harassment does not exist.

To this end, the Union and the City recognize the right of employees to work in an environment which is free from harassment. The parties undertake to investigate alleged occurrences with all possible dispatch. If harassment has taken place, the City shall take appropriate action and shall ensure that the harassment ceases. The victim shall be afforded all reasonable protection from repercussions which might result from their complaint.

A grievance under this clause shall be filed with the City Manager at Step 3 within twenty (20) working days of the incident giving rise to the grievance.

An individual is free to file a complaint in any forum and may do so however, an individual who wishes to file and process a grievance on any allegation of harassment must do so before actively proceeding with a complaint in any other forum.

In the event the parties are unable to resolve the matter, either party may refer the matter to arbitration in accordance with Article 9 and the parties shall make every reasonable effort to schedule a hearing within sixty (60) calendar days of the referral to arbitration.

- (a) Sexual harassment is comprised of unsolicited comments, gestures or physical contact of a sexual nature that the individual knows or ought reasonably to know to be unwelcome, objectionable, or offensive. Except in gross situations, where an individual takes exception to the actions, behavior or comments of another individual they should warn the other person that their behavior is unwanted and must cease.

Sexual harassment may involve procuring favours or promises of favours with the threat of reprisal for refusing.

Sexual harassment can be expressed in a number of ways which may include:

- unnecessary touching or patting
- suggestive remarks, jokes or behavior
- demands for sexual favours
- physical assaults

- (b) For the purposes of this provision Personal Harassment is defined as one or a series of intentional comments or actions designed to deliberately abuse or humiliate a person and which result in an intimidating or hostile working environment; it is understood that the work performance of employees who are subject to harassment may be adversely affected. Such alleged harassment will not include supervisor/employee performance assessment and appraisal or matters within the normal disciplinary processes of the City.

ARTICLE 5 - LABOUR MANAGEMENT COMMITTEE

5:01 Establishment of Committee

A Labour Management Committee shall be established consisting of four (4) representatives of the Union and four (4) 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.

5:02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) Identifying and recommending on the implementation of practices, procedures and methods of operation which will improve the efficiency and effectiveness of the City's operations.
- (b) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- (c) Improving and extending services to the public.
- (d) Promoting safety and sanitary practices.

(e) Reviewing suggestions from employees, questions of working conditions and service; but not grievances concerned with service.

(e) Correcting conditions causing grievances and misunderstandings.

5:03 Meetings of Committee

The Committee shall meet at least once every month, unless otherwise mutually agreed, at an agreeable time and place. Its members shall receive a notice and agenda of the meeting at least seventy-two (72) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

5:04 Chairperson of the Meeting

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

5:05 Minutes of the Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairpersons as promptly as possible after the close of the meeting. Minutes shall be taken by an employee provided by the City. Should either Co-Chairperson consider that the minutes do not accurately reflect discussions at the meeting, the Co-Chairpersons shall meet to discuss revision of the minutes. If agreement cannot be reached, the Co-Chairperson who disputes the minutes shall sign the minutes as presented and indicate under their signature, comments to reflect their view of the discussion of the item concerned. The Union, the CUPE Representative and the Employer shall receive two (2) signed copies of the minutes within three (3) days following the meeting.

5:06 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 decision 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 decisions and conclusions.

ARTICLE 6 - LABOUR MANAGEMENT AND BARGAINING RELATIONS

6:01 Representation

The Employer shall not bargain with or enter into an agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees in the Bargaining Unit 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 of the Bargaining Unit an elected or appointed representative of the Union shall be spokesperson. In order that this may be carried out the Union will supply the Employer with the names of its officers or appointed representatives. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union transacts business.

6:02 Union Bargaining Committee

For the purpose of negotiations, a Union Bargaining Committee shall be appointed and consist of not more than five (5) members of the Union. The Union shall advise the Employer of the Union's nominees to the Committee. Each party will advise the other of its nominee or nominees to their respective Bargaining Committee within fourteen (14) calendar days of the receipt of the Notice to Bargain.

6:03 Function of Bargaining Committee

All matters pertaining to rates of pay, hours of work, and collective bargaining shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement satisfactory to both parties.

6:04 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 made.

6:05 Time Off for Meetings

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

If an employee who is a member of the bargaining committee is scheduled to work on a day when bargaining is scheduled, they shall not be required to report for their regular shift and they shall be paid their regular salary for the day.

6:06 Technical Information

- (a) The Employer shall make available to the Union Bargaining Committee upon request, information required by the Union such as job descriptions, positions in the Bargaining Unit, job classifications, wage rates, etc. and a committee will be formed consisting of two (2) representatives from the Canadian Union of Public Employees and two (2) members of the Human Resources Division of the Employer to draw up classifications, job descriptions and job evaluations. All information with regard to pension and benefit plans and other technical information, records, studies and manuals and directives necessary to accomplish this end shall be readily made available to the Committee for background information.
- (b) Any charges specified for the provision of information under the Access to Information and Protection of Privacy Act shall be waived by the City where any information is requested by the Union under the terms of that Act.
- (c) Information shall not be unreasonably requested nor denied and where provided, it will be done in a timely fashion.

6:07 Union Office

The Employer shall provide the Union with the use of an office at the Municipal Depot. In addition, the Union may request a larger meeting room, the use of which shall be scheduled through the Council Representative.

6:08 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of a representative(s) of the Canadian Union of Public Employees, when dealing with the Employer. The representative(s) shall have access to the Employer's premises to investigate and assist in the settlement of a grievance.

ARTICLE 7 - RESOLUTIONS AND REPORTS OF COUNCIL

7:01 Reorganization

If in any department of the Employer there is a proposed re-organization of work affecting any employee or employees as defined in Section Article 3 of this Agreement, the Employer shall give notice to the Union of such proposed re-organization, and the Union may submit its views with respect to such re-organization, and the Employer shall give consideration to the submission of the Union provided such submission is made to the Employer within two (2) weeks from the date of receipt of the Union of the said notice from the Employer.

7:02 Copies of Resolutions

The Human Resources will make every reasonable effort to ensure that copies of all motions, resolutions and by-laws or rules and regulations adopted by the Employer which affect members of the Bargaining Unit, are to be immediately forwarded to the Union.

ARTICLE 8 - GRIEVANCE PROCEDURE

8:01 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 whom the Steward represents in preparing and presenting their grievance in accordance with the grievance procedure.

8:02 Departmental Stewards

The Union shall appoint up to twelve (12) Stewards to assist employees in presenting and resolving disputes with the Employer. The Recording Secretary of the Union shall advise the Employer of the names of Stewards appointed and the work areas they represent.

8:03 Names of Stewards

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

8:04 Grievance Committee

The Union Grievance Committee shall be appointed and consist of not more than four (4) members plus a representative of the Canadian Union of Public Employees. The Union will advise the Employer in writing of the employees so appointed before the Employer shall be required to recognize them.

8:05 Permission to Leave Work

- (a) The Employer agrees that Stewards or in the absence of a Steward, an Executive Member, 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 it applies to the grievance procedure. The Union recognizes that each Steward and Executive Member is employed full time by the Employer and that they will not leave their work during working hours except to perform their duties under the grievance procedure. Therefore, no Steward or Executive Member shall leave their work without first obtaining the permission of their

supervisor, which permission shall be given within an hour. This one-hour time period may be extended in emergency situations.

- (b) Any Steward or representative of the Union on the Grievance Committee who is in the employ of the Employer shall have the right to attend meetings in connection with the grievance procedure held within working hours without loss of remuneration.

8:06 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 Union feels the Employer has acted unjustly or improperly.

8:07 Procedure for Settling of Grievance

8:07:01 Procedure for Settling of Grievance

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

8:07:02 Procedures for Settling of Grievance

All written grievances must be copied to the HR Representative, the Union Chief Shop Steward and the Union Recording Secretary. All responses to grievances, stating reasons, must be in writing to the Union Chief Shop Steward with a copy to the HR Representative, the grievor, and to the Union Recording Secretary.

8:07:03 Step 1 - Verbal

- (a) The grievance shall be first discussed directly between the aggrieved employee(s) and/or the Shop Steward and the employee's immediate supervisor. This discussion shall be without prejudice to either party and must take place as soon as possible, but in no case later than ten (10) working days after the aggrieved employee has become aware of the occurrence of the alleged violation. During this verbal procedure the Union will advise the Employer representative(s) of the specific article(s) and/or clause(s) which the aggrieved employee alleges has been violated and will provide general details to support the claim and any remedy sought.
- (b) An employee returning from any form of leave or layoff shall have a further ten (10) working days after returning to work in which to file a grievance on a matter which occurred during their absence or a matter which occurred immediately prior to the commencement of layoff or leave.
- (c) If the matter is not resolved after discussion with the immediate supervisor and should the Union wish to pursue the grievance further, discussion shall take place with the Operations Assistant and/or Manager.

- (d) All discussions with management staff at this verbal Step must not exceed five (5) working days from the date the grievance was first raised, unless otherwise mutually agreed.
- (e) Should this procedure fail to resolve the grievance, the written grievance may be processed at Step 2 as specified hereafter.

8:07:04 Step 2 - Review

- (a) Failing satisfactory settlement at Step 1, the grievance shall be submitted in writing to the appropriate Division Manager within five (5) working days of receipt of the manager or operations assistant's response at Step 1. For information purposes the written grievance will quote the specific article(s) and/or clause(s) which the aggrieved employee alleges has been violated and will provide general details to support the claim and the remedy sought.
- (b) The Division Manager shall respond in writing stating reasons for the decision reached within five (5) working days of receipt of the grievance.
- (c) Should the Division Manager's decision fail to resolve the matter, the written grievance may be processed at Step 3 as specified hereafter.

8:07:05 Step 3 - Appeal

- (a) Failing satisfactory settlement at Step 2, the Union Chief Shop Steward (or their designate) may submit the written grievance to the Director of Human Resources within ten (10) working days of receipt of the Director's response at Step 2.
- (b) The Director of Human Resources or in their absence their designate shall hold a hearing within ten (10) working days of receipt of the grievance. A designate of the Director of Human Resources shall not have been involved in the grievance at a previous Step.
- (c) A written decision stating reasons shall be rendered to the Union Chief Shop Steward (or their designate) within ten (10) working days of the hearing.
- (d) Failing a satisfactory decision being reached at Step 3, the grievance, may, within thirty (30) calendar days of receipt of the written decision, be referred to arbitration.

8:08 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of a provision of this Agreement, either party may initiate a policy grievance at Step 3 of the procedure outlined in Article 8:07. Grievances initiated by the City will be filed with the President of CUPE Local 569 and will be copied to the Union Recording Secretary.

8:09 Union May Institute Grievances

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 1, however, Union initiated grievances may be referred directly to Step 3 with the mutual consent of both parties.

8:10 Replies in Writing

Other than as noted in article "8:07:03 Step 1 - Verbal", replies to grievances stating reasons shall be in writing at all stages.

8:11 Facilities for Grievances

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

8:12 Failure to Act Within Time Limits

Both parties shall comply with the time limits shown. However, in the processing of any particular grievance either party may request an extension to any time limit in this process. If such extension is requested, it shall be subject to mutual agreement, but such agreement shall not be unreasonably withheld by either party. Notwithstanding the foregoing, no grievance shall be defeated or denied by the inadvertent failure to comply with the time limits listed herein.

8:13 General

- (1) The parties may waive any Step in these procedures and/or extend any time limits by mutual agreement in writing.
- (2) All meetings between City representatives and representatives of the Union will be held by appointment and without unreasonable delay when requested by either party. Meetings shall be held between 8:00 a.m. and 4:00 p.m., Monday to Friday.

8:14 Mutually Agreed Changes

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

ARTICLE 9 - ARBITRATION

9:01 Composition of the Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by Registered or Certified Mail addressed to the other party to the Agreement at its registered address or by Facsimile transmission to the Fax machine within Human Resources. This letter shall indicate the names of its nominee on the Arbitration Board. Within five (5) days thereafter, the other shall answer by Registered or Certified Mail or by Facsimile transmission indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial chairperson, who must be a member of the LMAC (Labour Management Arbitration Committee) approved roster unless otherwise mutually agreed by the parties. No official, employee, or agent or member of the Council or of the Union shall be appointed as a member of the Board. Each party to this Agreement will notify the other party of its registered address.

9:02 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 Human Resources, Employment and Labour upon request of either party.

9:03 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 layperson's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within fifteen (15) working days from the time the chairperson is appointed.

9:04 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.

9:05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either or both parties jointly may apply to the chairperson of the Board of Arbitration to clarify the decision, which it or they shall do within five (5) days.

9:06 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints; and
- (b) one-half (½) of the fees and expenses of the chairperson.

9:07 Witnesses

At any stage of the grievance or arbitration proceedings, either of the parties shall have the right to call such witnesses as it sees fit. 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.

9:08 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 must be a member of the LMAC (Labour Management Arbitration Committee) approved roster, unless otherwise mutually agreed by the parties. Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

9:09 Arbitration Hearing

Arbitrations shall be scheduled and heard within sixty (60) days of the referral to arbitration except where mutually agreed otherwise.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

10:01 Discharge and Discipline Procedure

- (a) An employee may be discharged but only for just cause and only upon the authority of the Employer. The Employer Representative may suspend an employee and shall within seven (7) days report such action to the Employer. When an employee is suspended, the employee shall be given the reason by the Employer Representative in the presence of the Union Representative. When an employee is dismissed such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal.
- (b) Whenever the Employer or their representative deem it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days thereafter give written particulars of such censure to the employee involved with a copy to the Secretary of the Union.

- (c) An employee shall be notified in writing of any expression of dissatisfaction concerning the employee's work. If an employee is not notified in writing of any expression of dissatisfaction with their work within twenty-one (21) calendar days of the event of any such complaint such expression of dissatisfaction shall not become a part of their record for use against them at any time. The employee's written reply to such complaint, accusation or expression of dissatisfaction, shall become part of their record. The record of an employee shall not be used against the employee at any time in the following instances: -
- (i) When **thirty-six (36)** months have elapsed in the case of alcohol and/or drug related offenses.
 - (ii) When twelve (12) working months have elapsed since a suspension, provided there have been no recurrence of a similar and/or any other infraction.
 - (iii) When six (6) working months have elapsed since the issuance of a letter reprimand, provided there has been no recurrence of a similar and/or other infraction.

10:02 Access to Personnel File

Upon request and at reasonable times an employee shall have the right to have access to and review their Personnel File and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. Subject to the provisions of Article 10:01 all correspondence pertaining to any adverse report, including the report itself, shall be disregarded and subsequently removed from the personnel file following the expiry dates noted. The employee shall be responsible to request that any such documents be removed and written confirmation as such shall be provided to the employee.

10:03 Unjust Suspension or Discharge

Should it be found upon investigation in accordance with the provisions of Articles 8 and 9 of this Agreement that an employee has been unjustly suspended or discharged such an employee shall be immediately reinstated in the employee's former position, without loss of seniority, and shall be compensated for all time lost including overtime in an amount that such employee would have normally worked and earned during the pay period next preceding such discharge or suspension, or by other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

10:04 Designation of Supervisor

Every employee shall be notified of the name of their immediate designated supervisor.

10:05 Absence from Work

Should any employee, through no fault of their own, be absent from work (except as hereinafter provided), they shall not be discriminated against on that account PROVIDED THAT they shall have, where possible, given to the City at the designated number, notice of their absence not later than one-half (½) hour prior to the start of their shift, to enable arrangements to be made for their replacement during their absence. However, should an employee, through no fault of their own, be absent from work without giving the City notice of their absence one-half (½) hour prior to the start of their shift they shall not be penalized in the first instance of such absenteeism other than the loss of pay for such period of absenteeism up to the time they called in, but upon subsequent instances of such absenteeism without notification as required above the penalty shall be one day suspension without pay in the second instance, two (2) days suspension without pay in the third instance and three (3) days suspension without pay in the fourth instance. Any additional instances after the fourth may result in suspension or dismissal. Failure to notify the City shall not become part of the employee's record for use against them nor be a basis for discipline if such notice was not reasonably possible. Prior to the implementation of discipline, the parties shall meet to discuss any mitigating circumstances which should be considered and may alter the penalty accordingly.

For the purposes of this article, an employee's record is deemed to be cleared following six (6) months from the date of the last offence, except where a suspension was incurred within the context of this article, in which case the record will be cleared after twelve (12) months.

10:06 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute. Failure to cross such a legal 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.

10:07 Union Representation During Disciplinary Action

An employee shall have the right to request and have a steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview. **The Employer shall provide a waiver to the employee to sign should they deny having Union representation present.**

ARTICLE 11 – SENIORITY

11:01 Seniority Defined (Type of Seniority Unit)

An employee in the Bargaining Unit having an earlier seniority date than another employee regardless of the amount of actual time worked shall be the senior employee for the purposes of this Agreement.

Effective on the ratification of this Collective Agreement an employee not in the Bargaining Unit who is hired into a classification covered by this Agreement shall be transferred to this Bargaining Unit and shall be placed on the seniority list in accordance with their most recent date of entry into a classification within the scope of this Collective Agreement.

Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in other provisions of this Agreement.

Seniority shall operate on a Bargaining-Unit-Wide basis.

For new employees hired after 1 July 1995, where two (2) or more employees commence work on the same day the seniority numbers shall be based on the last three (3) digits of the employee's Social Insurance Number, with the lower seniority numbers assigned in ascending order from the employee having the lowest number in the last three (3) digits of their S.I.N.

11:02 Seniority Lists

The Employer shall maintain one seniority list for all employees in the bargaining unit. The seniority list shall show seniority number, payroll number, name, date of hire and vacation entitlement of each employee. Up-to-date seniority lists shall be sent to the Union in paper and in electronic format and posted on all bulletin boards in January and July of each year.

11:03 Probation of Newly Hired Employees

A new employee shall be on probation for one hundred (100) full working days from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement excepting that their employment status is probationary. The Employer commits to evaluations during the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment. During the probationary period the employee shall be placed on the seniority list on a conditional basis and shall be recalled as if they had seniority.

11:04 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:

- (a) The employee is discharged for just cause and is not reinstated as per grievance and/or arbitration procedure of this Agreement.
- (b) The employee resigns in writing and does not in writing withdraw their resignation within three (3) working days.
- (c) The employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) (i) Except as outlined in (ii) below, the employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by **email acknowledged by the employee or Registered or Certified 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 **home address, email if applicable and phone number**. Except as outlined in (ii) below, an employee recalled for casual work or employment of less than three (3) months at a time when he is employed elsewhere shall not lose their recall rights for refusal to return to work.
- (ii) Layoff and Recall Procedure for Employees Laid off Due to the End of the Winter Season: It shall be the responsibility of the employee to keep the Employer informed of their current **home address, email if applicable and phone number**. If an employee is recalled for a **summer position before June 1st**, they shall accept the position or forfeit their seniority. **However, if an employee is called back to work after June 1st**, they shall not lose their recall rights for refusal to return to work. **Recalls will be made in order of seniority.**
- (e) The employee is laid off and not recalled within thirty-six (36) calendar months of the date of layoff provided **the employee** notifies the Employer by Registered or Certified Mail every six (6) months from date of layoff, if there is any change in their address and/or their availability for recall.
- (f) The employee accepts a permanent position outside the Bargaining Unit, however, an employee who opts to pay Union dues during their probationary period in the position outside the bargaining unit may maintain their seniority for the duration of the probationary period. In no circumstances shall the probationary period exceed six (6) months.
- (g) The employee occupies a temporary position excluded from the bargaining unit in accordance with Schedule B in excess of thirteen (13) accumulated months. During the period the employee is so employed they shall continue to pay Union dues except where they are paying dues to another CUPE local.
- (h) The employee provides notice of retirement and does not withdraw within thirty (30) days of their retirement date.

11:05 Bumping

An employee who is given notice of layoff, job redundancy or bumping may bump into a job, the duties of which the employee has the ability to perform by replacing the most junior employee in that job title, on a preferred shift, in a preferred Division/Department, who has less seniority. For the purpose of this clause job redundancy does not refer to seasonal jobs unless they are declared to be permanently redundant.

11:06 Transfers

Employees who are qualified may be interchanged or transferred from one Department to any other at any time and from time to time when circumstances warrant, provided that seniority in service shall not be surrendered or affected by such interchange or transfer, and further provided that no permanent or regular employee shall be laid off or discharged by reason of such interchange or transfer.

11:07 Transfers Outside Bargaining Unit

No employee shall be transferred to a post outside the Bargaining Unit without the employee's consent.

ARTICLE 12 - VACANCIES, NEW JOBS, TRAINING, ETC

12:01 Job Postings

The City shall determine the number and type of jobs necessary for its requirements and when a vacancy exists.

When a vacancy occurs or a new position is created which comes within the scope of this agreement and non-scope positions up to the level of Foreperson, the City shall notify the Union in writing and post notice of the position in the City's offices, shops, the intranet, all City fax machines, personal emails as requested and on designated bulletin boards for a minimum period of three working days for positions posted from December 1st – April 30th and five (5) working days for the remaining balance of the year, so that all members will have the opportunity to know of the vacancy or new position. The position shall be posted within one (1) week of the staffing requisition being approved.

12:02 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.

12:03 Outside Advertising

With respect to vacancies and new positions in the Bargaining Unit, no outside advertisement shall be placed until applications from members of the Bargaining Unit, submitted in writing in the time limit specified, have been fully processed and the employee has been informed of the Employer's decision. Upon request unsuccessful applicants shall be advised in writing of the substantive reasons for their lack of success.

12:04 Role of Seniority, Promotions and Transfers

Both parties recognize:

- (i) The principles of promotion within the service of the Employer.
- (ii) That job opportunity increases in proportion with seniority.

Therefore, in making staff changes, transfers or promotions appointment shall be made of the applicant with the greatest seniority and having sufficient qualifications in accordance with Article 12:02 subject to the trial period in Article 12:05. Successful applicants from within the bargaining unit shall be advised of their success within two (2) weeks prior to the effective date of the position.

The Union will be provided with staff listings per Division at the start of the winter and summer seasons.

Applicants who have been offered a position and accept in writing (email or text acceptable) may not withdraw their application after such acceptance.

An applicant who indicates on the application form that they so wish, shall be permitted to demonstrate their skill and ability to perform the required duties in the presence of Employer Representatives and one (1) Union Representative. Employees who do not have the qualifications shall not be eligible for testing in the classifications of HVAC Service Technician, Mason, Mechanic, Welder, Animal Technician/Receptionist, Instrumentation Technologist, Laboratory Technologist, Waste Water Treatment Plant Operator, Water Treatment Plant Operator or Maintenance Repairperson I.

Entry Level Positions for Park Service Workers (PSW) and Sport Field Maintenance Workers (SFMW)

Testing is required for PSW and SFMW positions.

- **If an employee is unsuccessful in passing the test, they will be offered PSW-Junior or SFMW-Junior positions after all qualified candidates have been offered. Candidates will be offered as per seniority. The employee would work with a PSW or a SFMW for a summer season to gain practical experience in the relevant classification.**

- **The rate of pay for junior positions will be same as the Second Class Operator (SCO) rate.**
- **Employees will have one (1) season in the position to prepare for a second exam opportunity. The junior position can rewrite the entrance test prior to the next season.**
- **If unsuccessful a second time, the employee will have an opportunity for a second consecutive season in the junior position and third exam opportunity.**
- **Employees unsuccessful on the third exam attempt will not be given another exam opportunity and will not be eligible to write the exam again.**
- **Training pay is not applicable for PSW or SFMW working with those in junior positions.**
- **Overtime will be offered to junior positions when all PSW and SFMW have been exhausted and before SCO positions are offered.**

12:05 Trial and Familiarization Period

The successful applicant shall be placed on trial for a period of three (3) months, the first week of which shall become a familiarization period. Conditional on satisfactory service, the employee shall be confirmed in the position after the period of three (3) 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, the employee shall be returned to their former position, wage and salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority.

12:06 Promotion of Employee Not Having Required Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but who is in the process of becoming qualified, with the expectation that the employee will become qualified within a further three (3) months. The employee, if promoted, will be on a trial basis until the employee has qualified within the time limit specified.

12:07 Union Notifications

The Union shall be notified of all appointments, transfers, and recalls on **seasonal staff listings. The Union shall be notified of all new hires, layoffs, and terminations of employment on a monthly basis.**

12:08 Equipment Hired by or Loaned to Employer

The Employer shall only hire equipment during the hours when operators are at work and provided equipment and operators are not available either:

- (a) at straight time rates among the employees who are at work or;
- (b) for immediate recall at straight time rates or;
- (c) at time off in lieu at the appropriate overtime rates.

12:09 Incapacitated Employees

An employee who has become incapacitated by injury or illness may be employed in other work which they can do if such work is available. Such employee may not displace an employee with more seniority.

12:10 Temporary Disablement, etc.

An employee, who through advancing years or temporary disablement is unable to perform their regular duties, will be employed in other work which they can do if work is available. Such employee may not displace an employee with more seniority.

12:11 Training

The parties recognize the benefit of ongoing training to provide improved services to the public and increased job security for bargaining unit members.

12:11:01 Training

Where an employee attends training which the City deems to be mandatory, any time spent in such training that exceeds the daily or weekly hours of work shall be paid at the applicable overtime rates.

Should an employee be permitted to attend an Employer approved training assignment at their request, there shall be no additional compensation of any kind. Allocation of additional positions shall be among interested employees on the basis of seniority.

12:12 Training

All training courses will be posted for a period of fifteen (15) calendar days. The bulletin shall contain the following information:

- (a) Type of course.
- (b) Time, duration and location of the course.
- (c) Basic minimum qualifications required for applicants.
- (d) Whether the course will be offered during or after regular working hours.

12:12:01 Training

Effective the date of ratification of this agreement, the following shall apply except where the parties have previously agreed otherwise:

The City may offer training in accordance with Article 12.12 to individual employees at its discretion subject to the following conditions:

- (a) For training relating to specific classifications the Employer may offer the training to employees in the relevant classification or direct the training be taken by employees in the relevant classification.
- (b) Except where employees are directed to attend training, to be eligible for training an employee must have applied for the posting in accordance with Article 12:11.
- (c) Job related occupational health and safety training shall be provided to employees as required by the City; however no employee shall be denied the right to bump or be appointed to a position as a result of not having such training.
- (d) Subject to Article 12:01 and 12:04 an employee who attends and successfully completes the training must accept positions as required by the City, on a right of first refusal basis based on seniority commencing with the most senior employee who has the training. If an employee is required to move into a position their rate of pay shall not be reduced.
- (e) Where an employee declines a training assignment, except where such training conflicts with other Employer approved training or for such other reason approved by the Employer, they shall not be eligible to bump subject to Article 11:05 or be awarded a vacancy subject to Article 12:04 in a position requiring the training until they have successfully completed such training or equivalent training as approved by the City, except where the employee is on the qualification list referred to in Article 12:01.
- (f) At least twenty percent (20%) of all training slots rounded up to the next highest whole number - related to advancements for future positions shall be offered on the basis of seniority to employees who meet the entry level requirements for the training.

12:12:02 Instructors

- (a) Where required the City may utilize employees from within the bargaining unit subject to agreement of the employee, to be trained to provide training to other employees. Once an individual agrees to be an instructor, the employee must accept and complete that particular assignment unless it conflicts with already awarded vacation.
- (b) All time spent training other employees shall be considered time worked.

- (c) Employees who are being used as instructors shall be paid a premium of three dollars (\$3.00) per hour for all time spent acting as an instructor. Where the employee is training during a period for which the employee is eligible for overtime rates, the overtime rate shall also apply to the instructor's premium.12:12:03 Training

After consultation with the Union to discuss any issues in relation to Article 12:11, the City will establish the levels, type, timing and allocation of training to meet its requirement.

12:13 Restriction on Job Posting

Employees who are successful in job postings, shall be considered appointed to these positions except in the case of reassignment as deemed necessary by the City. Should any of these employees be absent on a temporary basis the City shall transfer other labourers who are available to fill the vacancy, subject to Article 14:03:02 "Change of Shift".

All other labourers/second class operators will be subject to recall without regard to job posting. However, any labourer recalled to, or occupying a position working other than a regular workday will be given the first opportunity on a seniority basis to occupy a labourer position on a regular workday when one becomes available. Current labourers shall not be adversely affected as a result of Second Class Operators being added to this clause. Vacancies in Waste & Recycling shall be posted however if positions are not filled employees on layoff shall be recalled to these positions.

12:14 Winter/Summer Jobs

- (a) (i) Employees who hold two appointed (temporary/seasonal) positions, may transfer to either position, when required, and may transfer to the other position when either position has ended.
- (ii) An employee holding two seasonal positions shall be permitted to apply for any positions in the period between the end of one position and the activation of the other positions. When an employee moves into their seasonal position they shall relinquish their right to any previously held position other than their regular seasonal positions. When an employee moves into a permanent position through posting they shall relinquish their or right to any previously held position.
- (b) For employees who are appointed only to one temporary/seasonal position, when that position ends, they shall revert to a labourer/second class operator position (if qualified) in the department in which they held the temporary/seasonal position.
- (c) In the event any of the temporary/seasonal positions becomes permanently redundant, an employee shall receive a notice and shall have the option of bumping or being placed as a labourer/second class operator position (if qualified).

- (d) Seasonal Second Class Operator positions will not be posted by Division. Such seasonal positions will be posted generically for the Public Works Department. All permanent Second Class Operator Positions will be posted. All Second Class Operator Positions in Water and Waste Water Division, whether temporary, seasonal or permanent, shall be posted.

ARTICLE 13 - LAYOFF AND RECALL

13:01 Layoff and Recall

The Employer agrees that in the event of a layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to recall employees following layoff, employees shall be recalled in the reverse order in which they were laid off, provided they have the necessary qualifications to perform the work required.

13:02 Notice of Layoffs

Notice of Layoffs to any and all employees of the Employer shall be in accordance with the Labour Standards Act.

ARTICLE 14 - HOURS OF WORK

14:01 Regular Daily Hours

Except as hereinafter provided the regular workday shall not commence before 8:00 a.m. nor finish later than 4:00 p.m.

14:01:01 Regular Work Week

Except as hereinafter provided the regular work week shall consist of five (5) days from Monday to Friday as defined in Article 14:01 above.

14:01:02 Averaging of Shifts

Where shifts are implemented outside of a regular 40-hour work week, the total hours worked will average out to 40 hours per week with these hours being averaged over a period not to exceed six (6) calendar weeks. The length of the shift schedule will be determined by the City based on Operational requirements and in accordance with Article 14.

14:02 Shift Development

14:02:01 Shift Development

Representatives of the City and the Union shall meet at least forty-five (45) calendar days prior to the development of any new work schedule in any division, department or work areas of the city to establish a mutually acceptable shift. In the event the parties cannot reach agreement on a working schedule the parties may avail of the services of a mutually agreed third party provided the process is completed within the initial forty-five (45) day period. In the event that the parties are still unable to reach agreement on a working schedule the final decision on shift schedules and implementation shall rest with the City provided the other provisions of Article 14 are complied with. For the purposes of this clause, a "new work schedule" shall be defined as one that the parties have not employed in the affected work area in the previous calendar year. The City agrees that should the Union request review of a work schedule and such request is received more than forty-five (45) days prior to the planned implementation of the work schedule, then the procedure outlined above shall be followed.

14:02:02 Posting

Shift schedules will be posted at least fourteen (14) calendar days prior to implementation or such shorter period that is mutually agreed between the City and the Union.

14:02:03 Emergency

In the event of an emergency where there is insufficient time to follow the procedure stated in Article 14:02:01 and 14:02:02 the parties shall immediately meet to expedite the process and if necessary, the City may introduce an interim work schedule subject to the other provisions of Article 14.

14:02:04 Changes

Changes in the shift schedule shall be minimized and shifts shall only be established to meet the bona fide requirements of the operation.

14:02:05 Restrictions

Unless mutually agreed otherwise, days off shall be consecutive and no less than two (2) days in duration. For the purpose of this article two (2) consecutive days shall be a minimum of two (2) calendar days and no less than fifty-six (56) consecutive hours.

14:02:06 Split Shifts

There shall be no split shifts.

14:03 Changes of Assignment

14:03:01 Changes of Assignment

Occasional changes to an individual's schedule may occur to cover operational requirements or to cover the absence of other employees. Where more than one employee is qualified, able and readily available to provide the necessary coverage the assignment will be offered in order of seniority. No employee shall lose pay or rest time as a result of change of assignment.

14:03:02 Changes of Shift

When an employee's regularly scheduled shift is changed to another shift, they shall be notified as follows:

- (i) at least forty-eight (48) hours' notice before the originally scheduled shift if the rescheduled shift occurs after the originally scheduled shift.
- (ii) at least forty-eight (48) hours' notice before the rescheduled shift if the rescheduled shift occurs before the originally scheduled shift.

Should the required notice not be given in accordance with this article the employee shall be paid at the rate of time and one half (1½x) their regular hourly rate for the shift worked. In cases where the employee's regularly scheduled shift is changed it is the responsibility of the Employer to directly notify the employee affected by the changes before he reports to work. This clause shall not apply if the change of shift was made at the request of the employee. No employee shall lose pay or rest time as a result of change of assignment.

Notwithstanding any other provision of Article 14, where the implementation of an established shift is delayed, the City shall provide twelve (12) hours' notice prior to the implementation of the established shift.

14:03:03 Changes in Days Off

When an employee's day(s) off are changed or rescheduled within forty-eight (48) hours of the originally scheduled day(s) off he shall be paid double time (2x) for the hours worked on the originally scheduled day(s) off. This clause shall not apply if the day(s) off are changed at the request of the employee. No employee shall lose pay or rest time as a result of change of assignment. This clause shall not apply where an employee applies on a job posting requiring a change of shift however in such cases employees will receive at least forty-eight (48) hours off.

14:03:04 Weekends

Shifts shall be planned in such a way as to distribute weekends off as equally as possible.

14:03:05 Exchanging Shifts

An employee may exchange shifts with another employee, provided there is no additional cost to the Employer and provided the employee is qualified to do the duties of the classification and provided the supervisor is advised in advance by the employee requesting the change. Requests for shift changes shall not be unreasonably made or denied.

14:04 Mandatory Lunch break and Rest Period

All employees on all shifts including the day shift shall be entitled to a minimum one (1) half (½) hour paid lunch break which shall commence at the beginning of the fifth (5th) hour in any shift and shall have a paid rest period of fifteen (15) consecutive minutes in both the first and second half of a shift. If a shift is ten (10) hours in duration an employee shall be entitled to receive three (3) fifteen (15) minute paid breaks and a one (1) half (½) hour paid meal break. If a shift is twelve (12) hours in duration an employee shall be entitled to three (3) fifteen (15) minute paid breaks and two (2) half (½) hour paid meal breaks.

14:05 Meeting Night

On a day in each month on which the regular, special, or deferred meeting of the Union is scheduled to be held, regular work continuing from the day shift shall cease not later than 6:00 p.m. provided that in the case of emergency this article shall not apply.

For the purpose of this section, emergency work is defined as maintenance of essential services including, without limiting the foregoing, sewage services, water supply, snowstorms, fire, flooding, wind or storm damage and any unforeseen circumstances of a similar nature which warrant immediate attention. Subject to operational requirements, employees scheduled to work during such period shall be permitted time off with pay to attend such meeting. Executive members of the locals shall be released from their regular work, with pay, one (1) hour in advance of the meeting except in the case of emergencies.

14:06 Initial Shift Staffing

- (a) Where a shift schedule is established, initial staffing of each shift crew within each required classification shall be based on the seniority among those indicating a preference. Prior to final staffing of any shift crew the City shall post a notice requesting employees to indicate their preference for shift crew assignment.
- (b) At the end of each winter season, all Landfill employees (i.e. First Class Operators and Scalehouse Attendants) will be permitted to select a preferred shift based on seniority provided there is no additional cost to the Employer (for example, reduced rest period).

14:07 Shift Parameters

No schedule shall exceed the following parameters:

- (a) In the case of an eight and one half (8½) hour shift no more than six (6) consecutive shifts shall be scheduled.
- (b) In the case of an eight (8) or a nine (9) hour shift no more than five (5) consecutive shifts shall be scheduled.
- (c) In the case of a ten (10) or twelve (12) hour shift no more than four (4) consecutive shifts shall be scheduled.

14:08 Preferred Shift

Departments that can maintain a preferred shift for employees shall do so and if a schedule can be developed in other departments , then a preferred shift will be implemented if it results in no additional cost to the City. In the event that more than one (1) shift option is acceptable to the City under Article 14:02, the Union shall decide which option shall be implemented.

ARTICLE 15 - OVERTIME

15:01 Overtime - Defined

All time worked before or after the regularly scheduled workday or shift and the regular work week or on a holiday or scheduled day off shall be considered overtime.

15:02:01 Application for Overtime

Overtime rates shall apply in accordance with the following:

Time and one-half (1½x) for the first four (4) hours and double (2x) time thereafter for all hours worked until the commencement of the next regular shift.

15:02:02 Compensation for Work on a Rest Day

Compensation for work on a rest day shall be paid for at the rate of double time (2x).

The rest period for an employee begins eight (8) hours after the end of their regular shift and ends eight (8) hours prior to the start of their next scheduled shift.

Overtime rates outlined in 15:02:01 still apply.

15:02:03 Compensation for Work on a Paid Holiday

Overtime work on a holiday shall be paid for at the rate of time and one-half (1½x) for work performed in addition to holiday pay.

15:02:04 Payment for or Supply of Meals

An employee required to work more than two (2) hours overtime immediately following the workday shall be provided with a meal or an allowance of fifteen dollars (\$15.00) by the Employer. The Employer shall allow one-half (½) hour meal break with pay. An additional meal break will be allowed for each additional four (4) hours of overtime. The Employer shall not use a break to deny the provisions of the Clause. However, where it can be demonstrated that the Employer is following past practice in assignment of overtime, such assignment shall not be deemed to be a denial of the provisions of this Clause.

15:02:05 Approved Time Off

An employee who is absent on approved paid time off during their scheduled work week because of sickness, bereavement, holiday, vacation, workers' compensation, or other approved leave of absence, shall, for the purpose of computing vacation entitlement and pay for overtime worked, be considered as if they had worked during the regular hours during such absence. The above shall apply to approved unpaid time off for periods of short duration not exceeding two (2) weeks.

15:02:06 Maximum Continuous Overtime

No employee shall be required to work more than sixteen (16) hours on a continuous basis except in the case of an emergency that constitutes an imminent hazard to life or property and the Employer shall permit an employee to take and an employee shall take not less than eight (8) consecutive hours off work in each unbroken twenty-four (24) hour period of employment.

15:03 Fraction of Hour

Every fraction of an hour worked which exceeds one (1) half (½) hour shall be regarded as a full hour worked.

15:04 Notice of Overtime

Employees shall accept overtime work. Provided the requirements of the service are met the Employer or its designated representative shall grant requests by individual employees to be excused from overtime work. In the event the number of employees required in each classification exceeds the number of requests to be excused, requests in each classification shall be granted on the basis of seniority. Employees shall be ready for overtime work at a specified time when given an advance notice of such overtime work by their supervisors. Except in cases of emergency as defined in Article 14:02:03 of this Agreement, employees will be

given at least one (1) hour notice of overtime work prior to completion of their regular shift. This Article shall not apply to emergencies, as defined in Article 18:01 or call in as defined in Article 17:01.

15:05 Mandatory Payment for Overtime

- (a) Once an employee has been informed that they will be required to work overtime they must be paid a minimum of two (2) hours at overtime rates whether or not they are actually put to work unless the employee is given a minimum of eight (8) hour notice of cancellation of the overtime.
- (b) An employee reporting for work on a rest day or on a designated holiday as listed in Article 19 shall be paid for a minimum of three (3) hours at the applicable overtime rate.

15:06 Overtime to be Kept to a Minimum

The Employer shall keep overtime to a minimum and shall accordingly supply the Union with a weekly listing of all employees who work overtime and an explanation of the circumstances.

15:07 Sharing of Overtime

Except as herein provided, overtime shall be divided equally among all eligible employees in the same classification in each Division starting with the employee with the least amount of overtime. When the need for employees in a Division exceeds the number in that classification, then the Employer shall go to another Division to obtain said classification, which overtime shall be divided equally among all employees in the same classification in the Bargaining Unit. Any employee who refuses overtime, such overtime that is available will be considered as overtime worked for the purpose of this Article.

- (1) An employee appointed to a particular position shall be given the first opportunity to work any overtime associated with that position.
- (2) For the purpose of sharing of overtime only, standby worked or refused shall be considered as overtime.
- (3) Employees will not be eligible for overtime in the following circumstances:
 - Employees taking in excess of forty (40) hours of Annual Leave or TOIL
 - Employees on Sick Leave, Illness in the Family, three (3) days Bereavement Leave.
 - Employees on Early and Safe Return to Work or Modified Duties will be assessed for overtime eligibility on an individual basis.
 - **Employees serving a suspension will not be eligible for overtime until eight (8) hours following the end of the suspended shift.**

OVERTIME PROCEDURE

Preamble

The following procedure describes procedures to be followed for “makeup” of overtime. It does not regulate or restrict any procedures for initially assigning overtime.

(1) Official Overtime List

The overtime list distributed by the Human Resources each week is the official overtime list and will be used for the following week, regardless of errors unless an official correction is issued by Human Resources. Human Resources must be notified within thirty (30) days of errors to employee’s overtime hours. Errors reported after thirty (30) days of the error will be corrected on overtime printout however will not result in makeup of overtime.

(2) Makeup of Missed Overtime

- (a) If an error is made and a person works overtime out of sequence and the error is reported in writing (on a form provided by the City) to the Supervisor within thirty (30) days of the error, the correct person will be offered an equivalent amount of overtime within two (2) months of the error being reported to the City, regardless of the overtime season. The City will make a total of two (2) attempts to contact the employee and the employee shall have the right of one (1) refusal on the first attempt. After an initial refusal an employee shall not be charged with a second refusal if it is within the same consecutive days of rest as the initial refusal. The makeup overtime will be normally occurring overtime in the classification and division where the overtime was missed, unless none is available in which case extra overtime may be scheduled to make up the missed hours without reference to classification or division after consultation with the review committee referred to above.
- (b) If the correct person is not offered an equivalent amount of overtime within two (2) months of the error being reported to the City, the correct person will be paid for the missed overtime.
- (c) The makeup overtime offered to the correct person will be the same number of hours worked as the original overtime, regardless of whether or not the original overtime was at time and a half (1½x) or double time (2x) rate. The make-up overtime will be paid at the same rate as the original overtime (i.e. 1½ or 2 time), or the applicable rate for the actual day worked, whichever is greater.
- (d) If the overtime season has changed before the missed overtime is offered to the correct person, the overtime will not be recorded on the overtime list.

- (e) The City commits to meeting with all management personnel involved in the Overtime process with a view to reducing errors of overtime allotment. Further the City proposes a small working group two (2) Union and two (2) Management Reps to review the list of rules associated with OT qualification with a view to reducing these and making the process simpler.

(3) Overtime Procedure for Shoulder Season

This procedure is intended to be used outside of the normal winter season, (April and November), when overtime is required for snow clearing purposes. Overtime for the position of First Class Operator will be offered to employees in the following order:

- (1) First Class Operators - Roads Division
- (2) Employees who have worked the previous season as a snow clearing operator and bumped/transferred to seasonal positions (*the Roads Division will maintain a separate list*)
- (3) First Class Operators - Plant Wide

15:08 Day Defined

For the purpose of this Agreement a day shall be deemed to commence at 12:01 a.m. and terminate at 12:00 midnight of the same day.

15:09 Overtime Correction

Overtime or other premium pay shall be paid no later than the pay period immediately following the pay period in which the overtime was worked. If the employee requests, any errors or underpayments created by the Employer and equal to or exceeding six (6) hours pay at time and half (1½x) or five (5) hours pay at double (2x) time shall be corrected and paid within the following pay period.

ARTICLE 16 - STANDBY

16:01 Standby Premium

Any employee required to remain and who remains at their home to be immediately available for work on call outside their normal working hours on any regular working day shall be paid three (3) hours pay at the regular rate of pay for such period on call. Any employee required to remain and who remains at their home so as to be immediately available for work on call from the end of their shift immediately prior to their first assigned rest day to the commencement of their next scheduled shift immediately following the rest day(s) shall be paid nine (9) hours pay at the regular rate of pay for such period on call. Where an employee's days off exceed two days in duration this standby premium shall be increased on a pro rata basis.

16:02 Standby Premium for Statutory Holidays

An employee scheduled to work a statutory holiday who is on standby so as to be immediately available for work on a paid Statutory Holiday listed herein, shall be paid the following:

- Four (4) hours when on standby for a twenty-four (24) hour period
- Four (4) hours standby per shift when a three (3) shift system is in place. Standby for statutory holidays will be based on the start of one shift to the start of the next shift.

ARTICLE 17 - CALL BACK

17:01 Call Back

- (a) Any employee who is called in and is required to work outside the regular working day shall be paid for a minimum of three (3) hours at the applicable overtime rates or such employee shall be paid for the period beginning when he reports to the Depot or to the site where they are required to work and ends when they are discharged by their supervisor from the Depot or from the site where they have been working.
- (b) Once an employee has been notified, they are required to work outside the regular working day they are required to report to work one (1) hour from the time of the original call back, if they are unable to report to work within one (1) hour they are ineligible for the call back. When an employee reports to work within a half ($\frac{1}{2}$) hour of the original call back time they will be paid from the time of the original call. When an employee reports to work beyond a half ($\frac{1}{2}$) hour and within one (1) hour of the call back time, they will be paid from the time they report to work.

17:01:02 Call Back Procedure - Labourers During Winter Operations

- (a) When additional Labourers are required to work during regular shifts (not continuations of shift). They will be called back in the following order:
 1. Labourers (Roads)
 2. Labourers (Department wide)
 3. Second Class Operators (Roads)
 4. First Class Operators (on the off shift /day off) (Roads)
 5. Second Class Operators (Department wide).
- (b) For the purpose of continuation of shift, First Class Operators that have been assigned duties of Labourer during regular shift will be replaced in the following order, as required:
 1. Labourers (Roads)
 2. Labourers (Department wide)

3. Second Class Operators (Roads)

In the event that this list is exhausted, First Class Operators may continue to perform Labourer duties during continuation of shift.

ARTICLE 18 – SHIFTS

18:01 Emergency Shifts

In case of an emergency as determined by the City Manager, the Deputy City Manager of Public Works, the Mayor, or the City Council, employees may be required to work on a shift basis for short periods, such periods not to contain less than three (3) consecutive shifts.

Employees will work at least one (1) shift per day during the shift period and shifts will not exceed twelve (12) hours each, provided that overtime provisions shall apply after eight (8) hours.

18:02 Overtime During Emergency Shifts

Any employee required to work any emergency shift in accordance with Article 18:01 of this Agreement shall be paid for all continuous work performed during such shift on straight time basis for the first eight (8) hours, and time and one-half (1½x) for the next four (4) hours or portions thereof worked and double time for any additional work performed thereafter during such shift.

18:03 Shift Premium

- (a) Any employee required to work any shift shall be paid for all continuous work performed by them during such shift at the regular rate plus the shift premium specified herein. Shift premiums shall be paid only when an employee is receiving their basic hourly rate for the work on shift. In recognition of the undesirable features of shift work, employees shall receive a shift premium of **three dollars (\$3.00)** per hour for all hours worked outside of the hours 7:00 a.m. to 7:00 p.m.
- (b) Employees whose regular work week includes Saturday and/or Sunday shall receive shift differential of **one dollar and fifty cents (\$1.50)** per hour for all hours worked between 7:00 a.m. and 7:00 p.m. on Saturday and/or Sunday.

ARTICLE 19 - STATUTORY HOLIDAYS

19:01 Observance

The following Statutory Holidays will be observed as paid holidays on the date proclaimed:

New Year's Day	Regatta Day
St. Patrick's Day	Labour Day
Good Friday	Thanksgiving Day
St. George's Day	Remembrance Day
Queen's Birthday	Afternoon of Christmas Eve
Discovery Day	Christmas Day
Memorial Day	Boxing Day
Orangeman's Day	Afternoon of New Year's Eve

Any other additional Statutory Holiday proclaimed by the Provincial Government under the Labour Standards Act.

Notwithstanding the foregoing, Second Class Operator-Refuse employees shall be required to complete their assigned duties on Christmas Eve and New Year's Eve. All time worked in excess of four (4) hours will be compensated at the applicable overtime rate in accordance with Article 15:02:03.

19:02 Entitlement - Casual Employees

Any casual employee on the seniority list shall be entitled to statutory holiday pay for all holidays falling within their period of employment.

19:03 When Holiday Falls on a Rest Day

When any of the holidays listed in Article 19:01 falls on a Saturday or Sunday or an employee's day of rest, and is not proclaimed as being observed on some other day, then the following Monday (or Tuesday where applicable) or next regularly scheduled work day(s) shall be deemed to be the holiday.

Employees who are not scheduled to work Christmas Eve (December 24) and New Year's Eve (December 31) will observe the half (½) day holiday on the last scheduled shift prior to these dates.

19.04 Statutory Holiday on a Regular Work Day

All employees scheduled for winter shifts shall be notified prior to the implementation of the winter shift schedule of all statutory holidays that they will be required to work provided that the schedule is still in effect.

ARTICLE 20 - ANNUAL VACATIONS

20:01 Entitlement

Except as hereinafter provided each employee shall receive an annual vacation with pay in accordance with their years of service as follows:

SERVICE	VACATION
One year or more	120 hours
In the calendar year of the 5 th anniversary and each year thereafter	160 hours
In the calendar year of the 15 th anniversary and each year thereafter	200 hours
In the calendar year of the 25 th anniversary and each year thereafter	240 hours

The calendar year shall be from January 1st to December 31st. One (1) year of service shall be based upon 2080 regular hours. With approval, employees can take annual leave at a minimum of one (1) hour increments.

20:02 Employees Who Work Less Than Twelve (12) Months

Employees who work less than twelve (12) months in a year shall receive a vacation in accordance with Article 20.01 on a pro-rata basis in accordance with the following:

- (a) Employees who work less than twelve (12) months but more than seven (7) Months

Employees who work less than twelve (12) months but more than seven (7) months in the previous year, shall be credited an annual vacation with pay in accordance with their service. However, should the employee be laid off during the current year and have used more vacation than their time worked accrues at the point of layoff in the current year, then the excess will be recovered from their final pay cheque prior to the layoff.

- (b) Employees who work less than seven (7) months

Employees who work less than seven (7) months in the previous year shall receive in lieu of vacation, vacation pay in accordance with accumulated months of service in the previous year as outlined in Article 20.03.

(c) Permanent/Seasonal Appointments

Employees who are appointed to a permanent/seasonal position during Spring/Summer recruitment shall be credited an annual vacation with pay in accordance with their service. This vacation accrual will be prorated as per the appointment date.

20:03 Employees Who Work Less Than Seven (7) Months

Employees hired to meet seasonal requirements and those who work less than seven (7) months shall receive in lieu of vacation, vacation pay in accordance with accumulated months of service as follows, a month of service based on 2080 regular hours divided by twelve (12):

SERVICE	VACATION
Less than 60 months	6% of regular wages
60 months or more	8% of regular wages
180 months or more	10% of regular wages
300 months or more	12% of regular wages

This vacation pay shall be paid weekly.

20:04 Vacation Pay on Termination

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

In the case of layoff an employee shall be entitled to carry forward any accrued vacation for future use to the maximum stipulated in Article 20:11.

20:05 Vacation Pay on Retirement or Paid to Estate

Employees that retire (or upon death) in the first six (6) months of the calendar year the employee will receive half (½) the annual vacation entitlement and if it occurs after June 30th, the employee will be entitled to the full annual entitlement.

20:06 Vacation Period

Employees shall be entitled to a maximum of two (2) unbroken vacation choices within the vacation period, with each request being a minimum of one (1) scheduled work week in duration. Requests in excess of one (1) scheduled work week will be in increments of full work weeks. Scheduled vacation will be based on seniority and operational requirements to a maximum of four (4) working weeks during a vacation period.

20:07 Vacations and Approved Leave of Absence

Where an employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period **with the approval of the employee's supervisor** or reinstated for use at a later date. Any claim for sick leave under this Article must be certified by a Medical Practitioner.

20:08 Holidays During Vacation

Where any of the paid Statutory Holidays listed in Article 19 of this Agreement occur during the vacation period of any employee entitled to vacation with pay under this Article, such employee shall be granted an additional day off with pay to be taken before year end at a mutually agreeable time.

20:09 Vacation Schedules

All requests for employee summer vacation must be submitted by May 15th in each calendar year and the summer vacation schedule shall be posted by May 30th in each calendar year. The Employer Representative will prepare an annual list, in order of seniority, on a classification basis, of employees eligible for summer vacation in each year and in preparing such a list the Employer Representative, in the opinion of the Employer Representative, will ensure that a reasonable number of employees in each classification shall be employed at all times during the continuance of this Agreement, for the efficient operation of Council work. Any vacation used by an employee prior to June 1st or after October 31st shall not be considered as a selection of vacation for the summer vacation period. Requests received after May 15th in any calendar year shall be considered on a first come first serve basis for summer vacation only.

All requests for employee Christmas vacation must be submitted by December 1st in each calendar year and the Christmas vacation schedule shall be posted by December 15th in each calendar year. The Employer Representative will prepare an annual list, in order of seniority, on a classification basis, of employees eligible for Christmas vacation in each year and in preparing such a list the Employer Representative, in the opinion of the Employer Representative, will ensure that a reasonable number of employees in each classification shall be employed at all times during the continuance of this Agreement, for the efficient operation of Council work. Requests received after December 1st in any calendar year shall be considered on a first come first serve basis for Christmas vacation only.

Employees requesting holidays for April or May must submit their request in writing to their Supervisor by February 1st and the schedule will be posted by February 15th. The Employer Representative will prepare an annual list, in order of seniority, on a classification basis, of employees eligible for vacation in April and May of each year and in preparing such a list the Employer Representative, in the opinion of the Employer Representative, will ensure that a reasonable number of employees in each classification shall be employed at all times during the continuance of this Agreement, for the efficient operation of Council work.

20:10 Period of Taking Vacations

The period of taking vacations may, at the employee's option, be from the April 1st with vacations completed by October 31st in any year at the request of the employee unless otherwise agreed upon by the employee and the Employer Representative. Where a conflict in scheduling of vacation exists, each employee may be granted no more than (20) working days leave during the above noted period of conflict.

20:11 Carry Over of Vacation Credits

Upon request an employee shall be permitted to carry forward into another year any unused portion of their vacation credits. The unused portion of vacation credits carried over shall not be taken between the June 1st and September 30th unless permission is granted by the City. Notwithstanding the foregoing, the amount of vacation that an employee may carry over to the next year shall not exceed that employee's normal annual entitlement and thus the maximum amount of vacation that shall be due to any employee at any time is limited to twice their annual entitlement. Subject to review and approval by the Employer, the amount of vacation days an employee is requesting to carry forward in excess of normally permitted limits may be permitted if an employee has been unable to take their vacation due to the operational needs of the Employer. The employee must have demonstrated they have made all reasonable efforts to take the vacation being carried forward during the calendar year. The additional carry over amount must be used prior to a date established by the Employer.

ARTICLE 21 - SICK LEAVE PROVISIONS

21:01 Sick Leave Defined

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, **quarantined**, or under examination or treatment of a **medical professional and/or health care provider**, or because of an accident for which compensation is not payable under the Workplace Health Safety and Compensation Act.

21:02 Annual Paid Sick Leave

One hundred and forty-six (146) hours sick leave per year shall be earned by an employee at the rate of twelve (12) hours for each full month an employee is at work.

21:03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue to their future benefits. Employees who have seniority under the terms of this Collective Agreement as of December 31, 1979 will accumulate to a maximum of one thousand six hundred (1600) hours. Employees hired after December 31, 1979 will accumulate to a maximum of two thousand eighty (2080) hours.

21:04 Illness in Family

Where no one other than the employee can provide for the needs, during illness, of their spouse and/or child, or their mother and father when residing in the same household of the employee, the employee shall be entitled, after notifying their supervisor, to use a maximum of three (3) accumulated sick leave shifts per illness for this purpose. The employee may be required to present proof to the Director of Human Resources of illness of the family member concerned.

21:05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave for all normal working hours (exclusive of holidays) absent for sick leave. Absence on account of illness for two (2) hours or less shall not be deducted.

21:06 Proof of Illness

An employee may be required to produce a certificate from a Medical Practitioner for any illness in excess of three (3) working shifts, certifying that they were unable to carry out their duties due to illness. An employee having taken six (6) shifts sick leave, in a calendar year for which no certificate from a Medical Practitioner was required under this Clause, shall thereafter be required to produce a medical certificate for any days absent from employment with the Employer through illness or injury.

Notwithstanding the foregoing, in cases of excessive absence, or of suspected abuse shown by an established pattern of sickness, the City reserves the right to require such a medical certificate for any period of absence.

21:07 Sick Leave During Leave of Absence and Layoff

When an employee is given leave of absence with pay for any reason of leave as defined in Article 22:01 of this Agreement he shall receive sick leave credit for the period of such absence on their return to work. When an employee is laid off on account of lack of work, he shall not receive sick leave credits for period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

21:08 Extension of Sick Leave

An employee with more than one (1) year of service and with at least one-hundred and twenty (120) hours of annual leave or time off in lieu of overtime in their bank, who has exhausted their sick leave credit, shall be allowed an extension of their sick leave to a maximum of one hundred and twenty (120) hours. The one hundred and twenty (120) hours of annual leave or Time off in Lieu of overtime referenced above will remain in the bank and employees can access the annual leave or time off in lieu on a two (2) hour for two (2) hour basis as it is repaid.

Upon their return to work, the employee shall repay the extension of sick leave at the rate of one-half (½) their monthly accumulation, provided that if an employee, having taken advantage of this clause, and terminates their employment with the Employer before having repaid in full the amount of sick leave advanced, it shall be a first charge on any or all payments due the employee upon termination.

21:09 Sick Leave Records

Once in any calendar year an employee may request a hard copy of their sick leave record. This information shall be provided within fourteen (14) days of the request being made. At any reasonable time, an employee shall be permitted access to a computer terminal to obtain information relating to their leave usage.

21:10 Payment of Unused Sick Leave or Retirement Allowance

- (a) For employees in the Bargaining Unit who have Seniority under the terms of the Agreement as of December 31, 1979, the following method of payment for sick leave credits will apply:

In the event of the death of an employee, the value of all accrued sick leave shall be paid to the employee's designated beneficiary, or in the case of no designated beneficiary, to the employee's estate. An employee having accrued sick leave to their credit shall, on severance or retirement, receive an allowance in lieu thereof equal to such credit at the rate of pay effective immediately prior to severance or retirement.

At the employee's request the payment of this allowance shall be:

- (i) a lump sum payment at the time of termination or retirement, or
- (ii) converted into a paid pre-retirement vacation equivalent.

- (b) For employees in the Bargaining Unit hired after December 31, 1979 there will be no pay-out for accumulated sick leave credits. In lieu thereof, and for retirement only in accordance with the Pension Plan or upon death such employee will receive one week's pay at the rate of pay effective on the date of retirement / death, for each year of service up to the date of retirement, or upon death. Employees hired after September 30, 2019, will not be eligible to receive this benefit.

On ratification of the collective agreement an active employee will be provided with a one-time option to receive a payout of their retirement allowance accumulated to December 31, 2018, or a portion thereof. The portion selected will be paid out up to December 31st of the selected year. Employees opting for this one-time payout will continue to accrue retirement allowance from January 1st following the selected payout year, to be paid out upon retirement / death.

Employees on layoff will be given the option for a one-time payout upon return to work.

Apprentices actively employed at the time of ratification will be given a one-time payout option once they successfully complete their apprenticeship and secure a full time Heavy Duty Equipment Technician position with the City.

Any employee hired after September 30, 2019, will not be eligible for a retirement allowance.

ARTICLE 22 - LEAVE OF ABSENCE

22:01 Union Business

Leave of absence with pay and without loss of seniority or benefits shall upon written request be granted by the City or its designated representative to employees elected or appointed to represent the Union or attend conventions, schools and seminars on labour matters. Leave of absence with pay under this clause shall be granted for a total of fifty-five (55) man days in the calendar year. No more than seven (7) employees shall be granted such leave at any one time. Additional leave without pay may be granted upon request without loss of seniority or benefits. In the event the total number of days permitted under this clause are not used, the Union may carry forward the unused portion until by so doing it reaches an entitlement of seventy (70) days (i.e. Fifty-five (55) current year and fifteen (15) accumulated).

22:02 Union President

With the approval of the Director of their Department or their designated representative, time off with pay may be allowed for the President of the Union or their designated representative to meet with employees and the CUPE Representative.

22:03 Bereavement Leave

- (a) An employee shall be entitled to leave with pay, for a period of up to five (5) working days in case of the death of the employee's spouse, child/stepchild or grandchild.**
- (b) An employee shall be entitled to leave with pay, for a period of up to three (3) working days in case of the death of the employee's mother, father, sister, brother, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law, legal guardian or any such relative of such employee residing in the household of the employee.**
- (c) If the death of a relative referred to in (a) or (b) above occurs outside of Newfoundland, an employee shall be entitled to an additional working day leave for the purpose of attending the funeral.**
- (d) An employee shall be entitled to leave with pay up to a maximum of one (1) working day, in the event of the death of the employee's aunt, uncle, first cousin, nephew, niece. This day shall be the day that the funeral or service of the deceased takes place.**

- (e) If an employee, while on annual leave, qualifies for bereavement leave the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.**

22:04 Paid Bereavement Leave

If any of the foregoing days of absence fall on a regular shift of the employee, then the employee shall not suffer the loss of salary or wages for the shift or shifts of absence as the case may be.

22:05 Proof May Be Required

The employee may be required to provide the Employer Representative proof of their relationship to the deceased.

22:06 Jury Duty

The Employer shall grant leave of absence with pay and without loss of seniority to an employee who serves as a juror or a witness in any Court. The employee will present to the Employer evidence to support their jury or witness duty.

22:07 Leave for Marriage

Employees shall be allowed leave of absence with pay for three (3) shifts for their own marriage and one (1) shift, that is the day of the wedding of an employee's child, brother, sister, father or mother.

22:08 Other Leave

Employees shall be allowed leave of absence with pay and without loss of seniority or benefits for one (1) shift on the birth of a child of the employee, up to three (3) shifts for serious fire or flood in the employee's home and one (1) shift to move one's household provided the day falls on the employee's work day. The City reserves the right to require proof from the employee in any of these occurrences.

22:09 Maternity and Parental Leave

- (a) Maternity and Parental Leave as a Right**

Maternity and Parental Leave shall be granted as a right and shall be granted in accordance with prevailing legislation. The Employer shall not deny the parent employee the right to continue employment during the period of the leave.

- (b) Length of Maternity Leave**

Upon written request, leave of absence without pay and without loss of seniority shall be granted by the Employer for pregnancy provided that such leave of absence shall not exceed a period of seventeen (17) weeks and provided that an employee receiving such leave of absence shall give a written four (4) week

notice of intention to return to work. Such notice may be given at the commencement of maternity leave. Leave of absence as provided herein shall apply in the event of the necessity of clinical abortion. On return from any maternity leave an employee will be classed in their former position or in a position consistent with the seniority provisions of this Agreement. An employee on maternity leave will continue to accumulate seniority and service.

(c) Payment of Employee Benefits During Maternity Leave

During the period of maternity leave, the Employer shall continue to pay the Employer's share of hospital, medical, and group life insurance and pension premiums only for a maximum of seventeen (17) weeks. The employee must continue to pay the employee's share of these benefits for seventeen (17) weeks.

(d) Adoption Leave

When an employee seeks leave due to legal adoption, the foregoing provisions shall apply.

(e) Parental Leave

Birth **parents** shall be granted Parental Leave upon written request to the Employer accompanied by written confirmation of birth of the child. Parental Leave shall **be granted in accordance with federal legislation**. Group Medical, Hospital, Life and Pension Premiums shall be cost shared by the Employer during the period of the leave and the employee shall continue to accrue service and seniority.

22:10 Leave of Absence for Full Time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay or benefits so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected to public office, except an office held with the City of St. John's, shall be allowed leave of absence without loss of seniority and without pay or benefits during their terms of office.
- (c) Employees elected to office with the City of St. John's must resign their City position before taking office.
- (d) An employee who is elected or selected for a full time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority and without pay or benefits for a period of one (1) year. Such leave shall be renewed each year, on request, during their term of office.

- (e) Employees on leave of absence under this article may continue in the pension plan provided the employee pays both their normal contribution and the City's matching portion.

22:11 Education Leave

The Employer recognizes the usefulness of Education Leave.

Career Development and Training.

- (a) Part time courses:
 - (i) The course taken by an employee must either be job-related or be of an orientation that would provide opportunity to future advancement by the employee within the Organization.
 - (ii) The employee must outline in writing the expected benefits to be derived by the City and by **themselves** as a result of their doing the course, the cost for the course and any other relevant information.
 - (iii) The employee must have the approval of their Director and the Director of Human Resources before enrolling in the course, if any reimbursement for tuition, books, etc., is to be paid by the City. The City, upon approval of the employee's enrolment in the course, will advance to the employee, if requested, the cost for tuition, books, etc. If advanced, deductions will be made from the employee's pay cheque for this cost and reimbursement will be made to the employee once he has successfully completed the course.
 - (iv) No reimbursement will be made until the employee has provided documented proof that he has successfully completed the course.
 - (v) An employee may be required to complete an evaluation of the course(s) taken and he should identify the specific benefits derived by both the City and them as a result of having completed the course.
 - (vi) The Employer shall pay up to one hundred percent (100%) of the cost of a course approved by the Employer. If an employee's application for approval is denied, the employee shall be given the reason in writing.

22:11:01 Education Leave Without Pay

Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods up to one (1) year, which may be renewed by mutual agreement, to attend a recognized institution for studies in a field in order that the employee can become qualified for a promotion to an existing classification or new classification covered by this agreement.

As a condition of the granting of education leave without pay, an employee shall, if required by the Employer, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- (a) fails to complete the course,
- (b) does not resume employment with the Employer on completion of the course, or
- (c) ceases to be employed before termination of the period **they have** undertaken to serve after completion of the course; **they shall** repay the Employer all allowances paid to them under this Article during the education leave or such lesser sums as shall be determined by the Employer. This repayment may be recovered from any monies due the employee from any employment related source.

22:11:02 Education Leave with Pay

Examination leave with pay shall be granted to an employee for the purpose of writing an examination for a course that is being funded by the City which takes place during the employee's scheduled hours of work. The employee shall provide the Employer with as much notice as possible.

22:12 Career Development Leave with Pay

- (a) Career development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering their career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention, or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, Career Development Leave with pay may be given for any one of the activities described in sub-clause (a) above. The employee shall receive no remuneration under Article 15 - Overtime during time spent on Career Development Leave provided for in this clause.
- (c) Employees on Career Development Leave may be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

22:13 Compassionate Care Benefits Leave (EI Program)

The City will provide employees with leave without pay where the employee qualifies for Compassionate Care Leave in accordance with the EI regulations. Group Insurance and Pensionable service may be maintained while on such leave under the employee's current cost sharing arrangement. Employees will accrue seniority while on this leave. Service will accrue for the purposes of annual leave categorization and severance pay. Employees will accrue sick leave and annual leave based on a maximum of twenty-eight (28) weeks compassionate care leave. On return from Compassionate Care Leave an employee will be returned to their former position or, if their position no longer exists, in a position for which they are qualified consistent with the seniority provisions of this agreement.

22:14 Extended Unpaid Leave

Subject to the requirements of the operation, an employee with more than five (5) years service shall be granted leave of absence without pay for a specific period under the following conditions:

- (a) The minimum amount of leave to be granted under this clause is four (4) months to a maximum of twelve (12) months. Only one approval may be granted in any five (5) year period. **Notwithstanding the above, any requests for leave for less than four (4) months duration shall be reviewed and decided on by the Employer on an individual basis.**
- (b) The employee may remain covered by the appropriate Group Insurance Plan provided the employee assumes the full cost of these benefits and provided that such cost is paid in advance or the employee provides postdated cheques in advance for the full period of the leave.
- (c) The employee will continue to accrue seniority but will not accrue vacation, sick leave or Statutory Holidays while on such leave.
- (d) At the conclusion of the leave the employee shall revert to their former position, or if the position no longer exists shall be entitled to exercise displacement rights in accordance with Article 13.
- (e) Employees shall provide as much notice as possible but in no case less than four (4) weeks, of their intent to take special leave under this article.
- (f) Employees shall provide the City with one (1) calendar months' notice of their return from special leave.
- (g) Such leave will not be granted for the purposes of taking permanent employment elsewhere.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23:01 Rates of Pay

The rates of pay for all employees covered by this Agreement are as set forth in the attached Schedule "A" which Schedule shall form part of the Agreement.

23:02 Payment of Wages

The Employer shall pay wages weekly on Friday and Friday shall be known as pay day. On each pay day each employee shall receive an itemized statement of their wages and deductions. Wages shall be paid to the employees by direct deposit not later than 10:30 am on pay day.

23:03 Temporary Assignment Pay

Where an employee is required to perform temporarily any work in a classification paying a lower rate of pay than he is receiving at the time, they shall continue to be paid their then regular rate of pay provided that this provision shall in no way limit the right of the Employer to demote any employee for just cause in which event such employee shall receive the wage applicable to the lower classification to which he is demoted. If an employee is required to perform temporary work in a classification paying a higher rate of pay than he is receiving at the time, he shall be paid such higher rate of pay only during the continuance of such temporary employment and on the discontinuance of such temporary employment such employee shall revert to their former rate of pay. Any work or employment shall be deemed temporary for the purpose of this section unless the employee is appointed thereto in writing.

23:04 Temporary Assignment Procedure

The temporary assignment of employees to work in another classification, involving the payment of a higher or lower rate, will be made on the basis of seniority for assignments of more than three (3) days duration, after the third day. Temporary assignments made on a daily basis, including the first three (3) days, may be done without reference to seniority. Employees who hold appointed positions shall not be temporarily assigned unless there are no other employees immediately available at straight time rates. Such assignments should be rotated among all available personnel. Assignments under this clause will not be utilized for periods of more than two (2) weeks unless mutually agreed otherwise.

Notwithstanding the above, for the winter shift operations only, temporary assignments may be made without regard for appointed positions for a maximum of three (3) days during regular hours on a seniority basis.

Employees assigned under this clause to cover a temporary assignment or temporary vacancy shall return to their normal permanent position at the end of the temporary assignment, and employees recalled to cover such assignments or vacancies shall return to layoff status if unable to exercise bumping rights in accordance with Article 11. In the event that the employee's regular position no longer exists at the end of the

temporary assignment or vacancy the employee shall be entitled to exercise their bumping rights in accordance with Article 11.

23:05 Replacement of Tools

The Employer agrees to replace tools which are broken or damaged on the job which are not covered by warranty. Within thirty days of ratification of this agreement the parties will meet to establish a mutually agreed tool list for each affected trade. Agreement by either party will not be unreasonably withheld. Once such a list is established this provision only applies to tools on that list.

Serious cases of proven theft will be considered on an individual basis. In addition, Maintenance Repairperson I, Welders, Mechanics, Autobody Repairmen, and Spray Painters shall receive a tool allowance of twenty-five dollars (\$25.00) per year.

23:06 Metric Conversion Costs

The Employer shall repay any costs incurred by an employee as a result of any necessary metric conversion.

23:07 Clothing

Employees shall be issued clothing as provided for in schedule C attached to and forming part of this collective agreement.

Employees will be required as a condition of employment to wear required clothing. The Occupational Health and Safety Act and Regulations will prevail in these cases in case of dispute.

The following items will be supplied in addition to the above at the City's expense as safety items:

Safety Vest, Safety glasses/goggles, earmuffs, safety hat, disposable coveralls and other such items falling under the umbrella of health and safety excepting items listed in Schedule C.

Maintenance Repairpersons in Property Management are the only Maintenance Repairpersons entitled to the uniform provision for Maintenance Repairperson in Schedule C. For employees required to wear a standardized uniform over and above regular issue, the cost of this uniform issue will be borne by the City.

ARTICLE 24 - JOB CLASSIFICATIONS

24:01 Establishment of Job Classifications

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

24:02 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 objections within thirty (30) days.

In the event that the parties are unable to reach agreement, either party may file a grievance at Step 3 and the matter shall be settled in accordance with the grievance and arbitration procedure. **Similarly, any amendments to the job descriptions shall be sent to the Union under the same timelines.**

24:03 No Elimination of Present Classifications

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

24:04 Job Evaluation

- (a) An employee's position shall be classified in accordance with the CUPE Joint Job Evaluation Plan and the following procedures and the employee and the Union shall be notified in writing of any change in the classification title, salary or grade of their position.
- (b)
 - (i) Should it be necessary to develop a new classification or change an existing classification falling within the Bargaining Unit, the City shall advise the Union upon taking the action and set a temporary rate of pay for the job.
 - (ii) Within twelve (12) months of appointment to the job, the incumbent(s) and supervisor shall complete a Job Analysis Questionnaire (JAQ). The Questionnaire shall be submitted to the JJEC and the JJEC shall rate the classification in accordance with the Joint Job Evaluation Plan.
 - (iii) If the pay grade increases as a result of the rating, such increase shall be paid to each incumbent effective the date of their respective job appointment. If the pay grade decreases as a result of the rating, the incumbent(s) shall be red-circled immediately.

- (iv) If the approved JAQ is not received in the HR office within twelve (12) months of appointment to the job, then any salary change will be effective the date the approved JAQ is received by the HR Supervisor at the Depot. Requests for extensions to the twelve (12) month time limit may be made to the HR Supervisor. Such requests shall not be unreasonably made or denied.
- (c) An employee who feels that their classification is incorrectly classified may submit a request for job evaluation review by completing a "reconsideration request form". An employee will have access to the CUPE Plan to assist in their request. Copies of the CUPE Plan are available from Human Resources.
- (d) A request for classification review shall not be considered on the grounds:
 - (i) The duties assigned to the classification are unchanged.
 - (ii) The duties are assigned as a result of a temporary assignment. An employee may not request a review of a position to which they are temporarily assigned, except long term temporary assignment of one (1) year or more which will be addressed on an individual basis.
- (e) A request for classification review shall be initiated by the employee and or the City by completing and submitting a "reconsideration request form" to the Human Resource Office at the Municipal Depot. Supervisors and Department Heads will review and complete the applicable sections of the JAQ within ten (10) working days of receipt of the document from the Human Resource Office. The Supervisor and / or Department Head shall discuss the JAQ with the employee in an effort to produce a description / questionnaire which is both accurate and mutually acceptable to both parties. The employee shall have the right to be accompanied by a representative of the Union, selected by the employee, in all meetings with the Employer and / or supervisory personnel. Such representative shall not be a member of the JJEC rating committee. If mutual agreement cannot be reached, then the Manager and / or employee may attach a written statement elaborating on those aspects of the classification which are in dispute which shall then be referred to the JJEC. Both parties' comments will be made available to the other prior to forwarding the request for review. The completed and signed JAQ will then be forwarded to Human Resources and to the employee by the Supervisor.
- (f) The Human Resources Division will notify the employee of receipt of the JAQ. The Human Resources Division shall arrange for a review / rating of the position by the JJEC within sixty (60) calendar days from receipt of the JAQ in the Human Resources Division.
- (g) The JJEC shall hold meetings to rate positions and may meet with the applicant, Department Head and / or Supervisor to assist the Committee in conducting its review. The applicant may be accompanied by another member of the bargaining unit who may address the Committee on the applicant's behalf. Where an applicant for reclassification requests a meeting with the committee, such

request shall be granted, and both the employee and their representative shall be granted time off without loss of pay and / or benefits to attend the hearing.

- (h) Within ten (10) working days from the date the classification is rated by the JJEC, the Human Resources Division will notify the employee and the Recording Secretary of the Union of the ratings assigned to each of the factors under the CUPE Plan, the grade, the effective date and any change in the classification title assigned to their classification.
- (i) If as a result of an employee's request for review the position is reclassified, it shall be effective from the following dates:
 - (i) In the case of an increase in pay level, the increase shall be effective on the date the JAQ was received by the Human Resource Office, Depot, subject to Article 24:04 (b)(iv).
 - (ii) In the case of a decrease in pay level, the individual(s) shall be red-circled immediately. Employees moving into a red-circled position shall be subject to Schedule "A", Note 1.
- (j) Composition of Joint Job Evaluation Committee:
 - (i) There shall be a Committee to be known as the Joint Job Evaluation Committee consisting of three (3) management employees and three (3) Union employees of which a minimum of two (2) from each group will rate positions during any rating session.
 - (ii) The Committee members will be appointed by the Employer and the Union respectively and must be familiar with the application of the CUPE Plan within City of St. John's. Training in the application of the CUPE Plan will be provided to all Committee members, as required.
 - (iii) Official records and maintenance of the CUPE Plan will reside in the Human Resources Division. The President or their designate shall be given access to view the job evaluation records.

Additional Mandate of the Joint Job Evaluation Committee

The Joint Job Evaluation Committee shall maintain the job evaluation program by:

- (a) evaluating all the jobs using the job evaluation plan.
- (b) maintaining the integrity of the program.
- (c) recommending to the parties changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time.

- (d) recording the results and rationale on the rating sheet and completing the advice of rating form. Copies of the advice of Rating form and the job description will be provided to the Committee, Co-Chairs, incumbent(s), supervisor and the Union.
- (e) documenting decision criteria and precedents on an on-going basis for future Committee reference and having access to all previous rating decisions for validation purposes.

Job Evaluation Appeal Procedure

The JJEC shall also consider appeals which comply with the following procedures:

- (a) An employee may appeal the job evaluation decision to the JJEC. An employee requesting appeal must do so in writing and such notice must be sent to the Supervisor of Human Resources with a copy to the Union Recording Secretary within twenty (20) working days of receipt of their initial rating from the Human Resources Division.
- (b) The request for appeal notice must indicate which factor(s) of the CUPE Plan, an employee is appealing, and the reason for the appeal. An employee will have access to the CUPE Plan to assist in their submission. Copies of the CUPE Plan are available from the Human Resources Division. The employee may elect to have the assistance of a Union representative.
- (c) An appeal shall not be submitted to, or considered by, the Committee:
 - (i) Unless procedures governing a request for review, as set forth in this Article, have been followed.
 - (ii) On any information which differs from the original information submitted to the JJEC.
- (d) The JJEC shall render a decision on the appeal within sixty (60) calendar days of receipt of the request for appeal and the decision shall be conveyed in writing to the employee by the Human Resources Division. The notification will include the rating(s) on the factor(s) appealed by the employee, the grade, the effective date, and any change in the classification title assigned to their position. The notification will be copied to the Supervisor and / or Department Head, the Recording Secretary of the Union and the Human Resources Division, for appropriate action.
- (e) The decision of the Appeal Committee is final.
- (f) The Committee shall hold meetings on appeals and may meet with the appellant, Supervisor and / or Department Head. Where an appellant requests an opportunity to meet with the Committee, such request shall be granted.
- (g) The appellant may be accompanied by another member of the bargaining unit, selected by the employee, who may address the Committee on the appellant's

behalf. Both the appellant and their representative if requested shall be granted time off without loss of pay or benefits to attend the hearing.

24:05 Maintenance of the JE System

Except by mutual agreement of the parties, there shall be no changes to the current practice or methods of rating and to the current administration of the JE System, as agreed to by the parties under the current collective agreement. The parties shall meet on a regular basis to discuss any issues arising from the operation of the JJEC system.

ARTICLE 25 - INSURANCE PROGRAM & PENSIONS

25:01 Benefits

All matters relating to insurance and pension benefits for employees covered by this Agreement are as set forth in the attached Schedule "D" which Schedule "D" shall form part of this Agreement.

25:02 Group Insurance Benefits for Casual Employees & Permanent Employees on Lay off

- (a) Any seasonal/casual employee who has worked a minimum of six months in the previous year or who has been employed on a temporary/casual basis for a period of thirty-six (36) accumulated working months shall be eligible for Life Insurance, A.D. & D., Dependent Life and Major Medical insurances on a 50/50 cost shared basis while working and while on layoff except as outlined in (c) below. A seasonal/casual employee who becomes eligible for coverage under this clause shall have the option of joining the plan at that time only. Once a seasonal/casual employee elects to join the plan they may not opt out of coverage at any time in the future. If the seasonal/casual employee opts initially not to join the plan they shall not be permitted to join the plan until they gain permanent status.

Any casual employee who has seniority under this Agreement as of January 1, 1993, shall be eligible for Life Insurance, AD&D, Dependent Life and Major Medical Insurance under the same cost sharing arrangement as permanent employees covered by this agreement prior to January 1, 1993.

- (b) For all employees hired after January 1, 1993, who qualify for group coverage, such coverage shall be cost-shared on a 50/50 basis. On retirement, employees hired after the date of ratification of the 2007 to 2010 agreement (August 6, 2007), shall cost share group premiums on a 50/50 basis.
- (c) When any employee is laid off, extended coverage ceases when the employee is laid off for more than twelve (12) months.

- (d) Notwithstanding any other provision of this agreement and after the date of signing of this agreement, an employee who has exhausted their sick leave bank and other paid leave, shall remain in the Group Insurance plan under normal cost sharing for a two (2) calendar year period. After this two (2) calendar year period all premiums will be paid by the employee. Payments for group insurance premiums must be made monthly by the 15th day of the month preceding the month of coverage.

25:03 Joint Insurance and Benefits Committee

- (a) The parties shall, following the signing of this Agreement, establish a Joint Insurance, Pensions and Fringe Benefit Committee composed of three (3) representatives of each party.
- (b) The Committee shall determine its own procedure and shall be supplied with the existing insurance, Pensions and Benefit Plans related material and supporting documentation to enable them to properly carry out the terms of reference.
- (c) The objectives of the Committee are:
 - (i) to evaluate existing Insurance, Pension and Fringe Benefit plans;
 - (ii) to ensure that the parties to this Agreement are achieving the maximum possible return under existing plan;
 - (iii) to ascertain if a better system or a better plan can be obtained within a reasonable financial obligation as compared to the cost of existing plans;
 - (iv) to make recommendations and report thereon to the parties to this Agreement within five (5) months of the signing of this Agreement.

25:04 Workers' Compensation

- (a) An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workplace Health, Safety and Compensation Commission as compensable within the meaning of the Workplace Health, Safety and Compensation Act, shall receive compensation in accordance with the applicable legislation.
- (b) While in receipt of Workplace Health Safety, and Compensation Benefits or while prevented from returning from their regular employment as a result of a compensable injury, an employee shall be entitled to all rights and benefits under the Collective Agreement.
- (c) The period an employee is on Workplace Health, Safety and Compensation benefits shall be credited for service and seniority purposes including pensionable service. Pension contributions shall be based on regular gross salary and shall continue to be cost shared. Group insurance benefits shall also continue at the applicable cost shared basis except as outlined in paragraph (d)

below. At the point that an employee ceases to draw temporary or extended benefits, the aforementioned benefits will cease except where the employee is otherwise entitled to benefits under the retirement provisions.

- (d) Notwithstanding any other provision of this agreement and at the date of the signing of this agreement, an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission shall continue to be eligible for Group Insurance under normal cost sharing for a period of two (2) years after which all premiums will be paid by the employee. Payments for group insurance premiums must be made monthly by the 15th day of the month preceding the month of coverage.

ARTICLE 26 - HEALTH & SAFETY

26:01 Cooperation

The Union and the Employer shall cooperate in improving regulations which will provide adequate protection for employees engaged in hazardous work. All the applicable regulations of the Workplace Health Safety and Compensation Commission and the provisions of the Occupational Health and Safety Act and Regulations shall apply to working conditions of the St. John's Municipal Council.

26:02 Committee on Occupational Health and Safety

An Occupational Health and Safety Committee shall be established, composed of three (3) representatives appointed by each party. The Committee shall hold scheduled monthly meetings to discuss matters of health and safety, unsafe and hazardous working conditions and investigate any accident or injury sustained during employment with a view to providing corrective measures to ensure safe working conditions at all times. Representatives of the Union shall suffer no loss of pay for attendance at such meeting. A quorum for a meeting of the Committee shall be one half (½) of the membership of the Committee provided that both Union and Employer representative(s) are present. The Safety Officers of the Employer may be resource persons for the Committee. The Director of Human Resources and the National Representative of CUPE or the Occupational Health and Safety Representative of CUPE may attend at the invitation of the Occupational Health and Safety Committee. Any outstanding recommendations of the Occupational Health and Safety Committee which have not been implemented within thirty (30) days shall be reported to the Employer by the Occupational Health and Safety Committee.

26:03 Employer Responsibility

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

26:04 Right to Refuse

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

26:05 Excavations

When employees are engaged in excavation at a depth in excess of four (4) feet, there shall be an employee on the surface of the ground to ensure the safety of the employee engaged in the trench and to assist in carrying out the work.

26:06 First Aid Kits

First Aid Kits shall be provided in accordance with the Occupational Health and Safety Act and Regulations.

26:07 Manual Street Cleaning

On night shift, work will be assigned so that an employee may be in contact with another employee during manual street cleaning.

26:08 Non-Disabling Injury

An employee, who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of their shift at their regular rate of pay, without reduction from sick leave, unless a doctor states that the employee is fit for further work on that shift. An employee who has received payment under this section, shall, if on the job, suffer no loss in pay for time necessarily spent for further medical treatment of the injury during regular scheduled working hours, subsequent to the day of the accident.

26:09 Transportation of Injured Workers

Transportation to the nearest physician or hospital, and back where requested, for employees requiring medical attention while on the job shall be provided by the Employer.

26:10 First Aid Instruction

The Employer agrees to the implementation of a **certified** program to provide courses for members of the Bargaining Unit to enable a number of employees in various departments to obtain first aid instruction and training.

26:11 Medical Examinations

Notwithstanding the provision of Article 12 of the Agreement and irrespective of the qualifications of any applicant, no worker shall hereafter be engaged or be qualified for engagement by the Employer unless he shall have been examined by a duly qualified Medical Practitioner and a report received by the Employer from such Medical

Practitioner that such worker is in all respects physically fit and capable of undertaking and carrying out efficiently the work for which he is engaged. This clause shall not apply to any worker presently employed as a permanent employee of the Employer while he remains so employed.

ARTICLE 27 - CONTRACTING OUT

27:01 Contracting Out

The Union recognizes the responsibility and duty of the City to arrange for the performance of public services as efficiently and economically as possible. However, notwithstanding the foregoing the City will not contract out services which results in or extends the layoff of any employees listed in MOU #2.

ARTICLE 28 - AMALGAMATION, REGIONALIZATION & MERGER PROTECTION

28:01 Undertakings of Employer

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

- (a) Employees shall be credited with all seniority rights with the new Employer;
- (b) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer;
- (c) 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;
- (d) Conditions of employment and wage rates of the new Employer shall be equal to the provisions of this Agreement;
- (e) No employee shall suffer a loss of employment as a result of merger; and
- (f) Preference in location of employment in the merged municipality shall be on the basis of seniority.

ARTICLE 29 - GENERAL

29:01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate or disallow any portion of this Agreement the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event, the provisions of the Agreement so invalidated or disallowed shall be reopened for negotiations.

29:02 Canteen Facilities

The Employer will make every reasonable effort to ensure that the canteen at the Municipal Depot is operated by a suitable independent operator.

29:03 Transportation

Employees required to work at Windsor Lake, Rotary Park, Robin Hood Bay or other City-owned facilities, on a temporary assignment of less than five (5) working days will be provided with transportation from the City Depot at the start and end of each work shift.

29:04 Garbage Collection

Where collectomatic equipment is used in sanitation operations there shall be two (2) employees assigned to each unit.

29:05 Mechanics and Welders

During snowstorms and/or snow clearing operations, mechanics and welders may be required to work on any machinery or equipment not directly involved in snow clearing or emergency operations on other than their regularly scheduled shift provided that this work is assigned in the first eight (8) hours of overtime. If additional continuous hours overtime are required, mechanics and welders will be required to work only on equipment used for snow storms and/or snow clearing operations. This article does not apply to employees called in specifically to work on other equipment. Such employees shall only work on that equipment unless no other mechanics or welders are available for call in to work on snow clearing machinery and equipment.

29:06 Cleaning of Equipment

Employees shall not be required to perform major repairs in the Mechanical Department at the Depot, on any equipment in an unsanitary condition. Should a dispute arise the Steward and the Foreman shall confer and their decision shall be final. The Union specifically recognizes that where equipment cannot be cleaned due to malfunction of that equipment the necessary work will be performed and any employees charged with cleaning such equipment will be provided with appropriate disposable clothing as part of the job.

29:07 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer shall print, at their own cost, sufficient copies of this Agreement in Booklet form within thirty (30) days of signing.

29:08 Application of Terminology

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, masculine or feminine has been used where the context so requires.

29:09 Legal Liability

An employee or former employee who is named in a court action directly arising out of their employment shall have their legal costs, including judgment costs, paid by the Employer. The Employer's obligation under this Article shall be relieved in cases where gross negligence or illegal activity on the part of the employee is proven.

29:10 Technological Change

29:10:01 Advance Notice

Before the introduction of any technological change the Employer shall notify the Union of the proposed change, no later than sixty (60) days before the introduction of the change.

29:10:02 Transfer Arrangement

An employee who is displaced from a job by virtue of technological change or improvements or statutory or regulatory changes requiring different qualifications to perform the work will be given the opportunity to fill other vacancies for which **they** are qualified, according to their seniority.

29:10:03 Training Benefits

In the event that the Employer should introduce new technology which requires new or greater skills than are possessed by employees under the present method of operation, such employee shall, at the expense of the Employer less any allowance provided such training by any other Government Agency, be given a sufficient period of time not to exceed one (1) year during which they may perfect or acquire the skills necessitated by the new technology. There shall be no change in wage or salary rates during the training period of any such employee.

29:10:04 Additional Training

Should the introduction of new technology or statutory or regulatory changes requiring different qualifications to perform the work create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be subject to discussion between the City and the Union.

29:10:05 No New Employees

No additional employee(s) shall be permanently hired by the Employer to replace any employee(s) affected by the technological change until the employee(s) already working and affected by the change have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment.

29:10:06 No Employee to be Dismissed

No regular employee shall be dismissed by the City because of mechanization or technological or other changes or statutory or regulatory changes requiring different qualifications to perform the work.

ARTICLE 30 - TERM OF AGREEMENT

30:01 Duration

This agreement shall be binding and remain in effect from July 1, **2022 to June 30, 2026** and shall continue from year to year thereafter unless either party gives to the other party, notice in writing **within the five (5) month period immediately prior to the expiration of this Agreement**, that it wishes its termination or amendment.

30:02 Changes in Agreement

Any changes deemed necessary in the Agreement may be made by mutual agreement at any time during the existence of this Agreement. A dispute arising from any mutually agreed changes to this Agreement is subject to the Grievance and Arbitration Procedure.

30:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period indicated in Article 30:01, give notice in writing to the other party of the changes proposed.

Within **sixty (60)** calendar days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new Agreement.

30:04 Agreement to Continue in Force

Both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination date of the Agreement, any revision in terms mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.

30:05 Retroactive Pay for Terminated Employees

An employee who has severed their employment between the termination date of the Agreement ending June 30th, 2022 and the signing date of this Agreement shall receive full retroactivity of any increase in wages.

ARTICLE 31 – APPRENTICESHIP PROGRAM

31:01 Agreement

The Employer and the Union recognize the merits of apprenticeship and the need to ensure a sufficient supply of skilled workers. It is agreed that such programs shall be initiated in consultation with the Union. At the City's discretion, and based upon the anticipated demand for employees, apprenticeship training shall be provided in appropriate classifications to enable employees to qualify for work with the City of St. John's.

It is further agreed that the following terms and conditions will be adopted as guidelines for any apprenticeship.

31:02 Joint Apprenticeship Committee

For any mutually agreed upon apprenticeship program, the Employer and CUPE Local 569 agree to establish a Joint Committee. Such committee will be comprised of three (3) Union representatives and three (3) Management representatives.

31:03 Committee Responsibilities

- (a) The Committee will review program content and educational requirements for apprenticeship candidates.
- (b) The Committee shall meet on a regular basis and discuss the progress of the apprentices. It is recognized by the parties that the Journeyperson is responsible for verifying acquisition of the required skills. The Committee is also responsible for resolving any disputes which may arise over the work of the Apprentice, subject to the provisions of the Apprenticeship and Certification Act of Newfoundland and Labrador.
- (c) The parties to this committee are fully apprised that any apprenticeship training is ultimately governed by the Apprenticeship and Certification Act of Newfoundland and Labrador.

31:04 Employer Responsibilities

- (a) The City is responsible for the selection and initial placement of apprentices. Vacancies in the apprenticeship program shall be determined by the City and advertised and filled in accordance with Article 12. Preference will be given to members of CUPE Local 569 who meet the posted requirements. If no qualified internal candidates exist, outside candidates may be considered.
- (b) Because the success of the program depends on the orderly progression of Apprentices through the apprenticeship program to journeyman status, the City may remove from the program, anyone who fails to show satisfactory effort or progress. Apprentices shall receive appropriate performance coaching and feedback concerning the expected standards and requirements prior to any removal from the program. Any apprentice removed or who withdraws from the program shall not be permitted to re-enter the program. An Apprentice shall only be permitted to withdraw from the program on a temporary basis in the event of extenuating personal circumstances.

31:05 Apprentice Status

Internal Apprenticeship

- (a) All internal apprentices shall maintain their status as regular employees of the City and all rights and benefits of the collective agreement shall be preserved.
- (b) Should the program be terminated for any reason, internal apprentices shall be considered as on layoff status and will be subject to the provisions of Article 13 "Layoff and Recall".
- (c) Unsuccessful internal participants who are removed from the program due to inadequate performance will be subject to the provisions of Article 13 "Layoff and Recall".

External Apprenticeship

The terms of the collective agreement shall apply to external apprentices except as follows:

- Articles 2:04, 12, 13, 14:03:01, 14:03:02, 14:03:03, 14:08, all MOUs,

Amended Articles

- Article 11. The provisions of Article 11 shall not apply. External apprentices shall not accrue seniority during the apprenticeship period. On successful completion of the apprenticeship program, external apprentices shall be assigned a seniority date effective their initial date of hire as an apprentice with the City.
- Articles 20 and 21: The provisions of Articles 20 and 21 will not apply. Apprentices will receive one hundred and twenty (120) hours of leave per year for their use with the prior approval of their Supervisor. Upon the completion of their second year of

service with the City, apprentices will receive one hundred and sixty (160) hours of leave per year for their use with the prior approval of their Supervisor. Prior approval shall not be required where the apprentice is using the leave for sick leave purposes; however the provisions of Article 21:06 Proof of Illness shall apply. A maximum of forty (40) hours shall be permitted to be carried over into the next year. In addition, Time Off In Lieu of Overtime Bank will be permitted to a maximum of one hundred (100) hours. All rules and articles governing TOILOOT will be applied.

- There shall be no proration of leave noted above while on Education Leave.
- Article 22: The provisions of Article 22 shall not apply with the exception of 22:03, 22:04, 22:05, 22:06, 22:10 and 22:14
- Article 23: The provisions of Article 23 shall apply except 23:09 and the first paragraph of 23:07.

Schedule A: Wages as per #7 below

- Articles 8, 9, and 10. The provisions of Articles 8, 9 and 10 shall apply except that the dismissal of an external Apprentice within the first two (2) years of Apprenticeship shall not be subject to the grievance and arbitration provisions. The dismissal of an external Apprentice who has progressed beyond two years in the program shall not be subject to the grievance and arbitration provisions except where discrimination and bad faith are alleged.
- Article 15: The provisions of Article 15 shall apply except that Apprentices will be paid for overtime and shall not accrue time off in lieu.

Schedule C:

- Apprentice Mechanics shall receive the normal clothing issue in accordance with the Collective Agreement.

Union Business:

- Should any external apprentice be elected to Union Office, the parties will meet to discuss appropriate time off for Union affairs such that progress in completing the program shall not be impeded.

31:06 Training

For internal apprentices, costs for required textbooks and courses will be borne by the City, less any allowances or grants available from other sources. Should any internal apprentice fail to successfully complete the required examinations full reimbursement of any tuition and books shall be made to the City as per the provisions of the City's Education Policy.

For internal apprentices, the Employer shall establish a SUB Plan under the Employment Insurance (EI) Act so that employees shall receive ninety-five percent (95%) of their apprenticeship salary while attending classes on a full-time basis.

31:07 Earnings

Apprentices shall earn the following rates:

Apprentices with No Papers

0000 – 1800 hours	75% of Trade Rate
1801 – 3600 hours	80% of Trade Rate
3601 - 5400 hours	85% of Trade Rate
5401 – 7200 hours	90% of Trade Rate

Apprentices with One Set of Papers

0000 – 1800 hours	80% of Trade Rate
1801 – 3600 hours	85%of Trade Rate
3601 - 5400 hours	90%of Trade Rate
5401 – 7200 hours	95%of Trade Rate

Note: the minimum internal apprentice rate shall not be less than the rate of pay for the classification of Labourer.

Apprentices with more than 5800 hours shall be eligible to apply for the appropriate journeyman positions but will not be confirmed in the position until the Apprentice has achieved inter-provincial certification. In accordance with Article 31:04(b) the City reserves the right to remove any Apprentice from their position who fails to show satisfactory effort or progress.

SCHEDULE A

Rates of Pay

POSITION	July 1/22 (2.5%)	July 1/23 (2.75%)	July 1/24 (2.25%)	July 1/25 (3.5%)
Animal Control Officer/Provincial Inspector	35.72	36.70	37.53	38.84
Animal Technician/Receptionist	31.93	32.81	33.55	34.72
Arborist I	32.89	33.79	34.55	35.76
Arborist II	31.54	32.41	33.14	34.30
Environmental Services Operator	32.89	33.79	34.55	35.76
Environmental Services Operator – Senior	37.00	38.02	38.88	40.24
Facilities Technologist	37.94	38.98	39.86	41.26
Fire Apparatus Technician I	37.00	38.02	38.88	40.24
Fire Apparatus Technician II	37.45	38.48	39.35	40.73
Fire Apparatus Technician III	37.89	38.93	39.81	41.20
First Class Operator	31.93	32.81	33.55	34.72
First Class Operator – Senior	35.16	36.13	36.94	38.23
First Class Operator – Excavator	31.93	32.81	33.55	34.72
Hardware Technician	32.89	33.79	34.55	35.76
Heavy Duty Equipment Technician	35.72	36.70	37.53	38.84
HVAC Service Technician	37.00	38.02	38.88	40.24
Industrial Electrician	37.94	38.98	39.86	41.26
Instrumentation/SCADA Technologist	37.94	38.98	39.86	41.26
Laboratory Technologist	36.36	37.36	38.20	39.54
Labourer	28.59	29.38	30.04	31.09
Leak Detection Operator	32.89	33.79	34.55	35.76

POSITION	July 1/22 (2.5%)	July 1/23 (2.75%)	July 1/24 (2.25%)	July 1/25 (3.5%)
Maintenance Repairperson I	32.89	33.79	34.55	35.76
Maintenance Repairperson II	30.01	30.84	31.53	32.63
Mason	31.54	32.41	33.14	34.30
Mechanic	35.72	36.70	37.53	38.84
Mechanic - Dual	37.00	38.02	38.88	40.24
Mechanic Apprentice (4 th Year)	35.17	36.14	36.95	38.24
Mechanical Systems Operator	37.00	38.02	38.88	40.24
Millwright	37.00	38.02	38.88	40.24
Park Service Worker	30.01	30.84	31.53	32.63
Parks Maintenance Repairperson	30.01	30.84	31.53	32.63
Pavement Printer	31.54	32.41	33.14	34.30
Scale House Attendant	30.01	30.84	31.53	32.63
Second Class Operator	29.23	30.03	30.71	31.78
Second Class Operator – Fleet	29.23	30.03	30.71	31.78
Second Class Operator - Refuse	30.01	30.84	31.53	32.63
Sports Field Maintenance Worker	30.01	30.84	31.53	32.63
Stockroom Clerk	31.54	32.41	33.14	34.30
Tire Repairperson	31.54	32.41	33.14	34.30
Tool Maintenance Operator	35.72	36.70	37.53	38.84
Veterinarian Assistant	36.37	37.37	38.21	39.55
Wastewater Analyst	36.37	37.37	38.21	39.55
Wastewater Maintenance Operator I	37.00	38.02	38.88	40.24

POSITION	July 1/22 (2.5%)	July 1/23 (2.75%)	July 1/24 (2.25%)	July 1/25 (3.5%)
Wastewater Maintenance Operator II	37.94	38.98	39.86	41.26
Water Treatment Maintenance Operator	37.94	38.98	39.86	41.26
Welder	35.72	36.70	37.53	38.84

Signing Bonus:

A one-time \$1000 signing bonus will be paid out to CUPE Local 569 members who are employed in a permanent position or hold two (2) seasonal positions effective the date of ratification and prorated for employees that worked only one (1) season from December 1, 2021 – September 30, 2022. The minimum payout amount will be \$350.

Members on layoff effective date of ratification will receive the signing bonus entitlement upon return to work.

Notes:

1. For employees hired after September 5, 1995, the minimum qualifications for employment in any classification are:
 - a. Class 5 Driver's License
 - b. Successful graduation from high school (grade 12)
 - c. Requirements for the particular classification
 - d. Hold a Traffic Control Person (Flag person) Certificate
 - e. Be physically fit to carry out the duties of the position

SCHEDULE B

Classifications Excluded from CUPE Local 569

Administrative Assistant	HR Officer
All Auditors	HRIS Coordinator
All Directors	Lawyer/Solicitor
All Forepersons	Legal Counsel Senior
All Managers	Legislative Assistant
All Operations Supervisors	Members Casual Staff (Group 5)
All Supervisors	Members CUPE Local 1289
ATIPP Coordinator	Members IAFF Local 1075
Behavioral Health Coordinator	Members NAPE Local 7808
Chief Municipal Planner	Members Program Support (Group 9)
City Clerk	Occupational Health Nurse
City Internal Auditor	Organizational Development Strategist
City Manager	Paralegal I & II
City Solicitor	Pension & Benefit Coordinator
Communications & Public Relations Officer	Platoon Chief
Corporate Security/Sergeant-at-Arms	Policy Analyst
Deputy City Managers	Professional Engineers
Deputy Fire Chief	Program Support Specialist
Director RFS/Fire Chief	Quality Control Coordinator
Elections Coordinator	Safety Advisor
Elections Clerk	Safety Coordinator
Executive Assistant-Mayor & City Manager	Seasonal Recreational Staff
Executive Director-EHSJ	Shelter Veterinarian
Housing Program Officer	Sustainability Coordinator
HR Advisor	Technical Advisor
HR Assistant	Tenant Relations Officer

SCHEDULE C

All employees in the bargaining unit shall be entitled to a clothing issue in accordance with the time frames indicated below for their respective classification.

Where the issuance of clothing is delayed the time frame for replacement shall be reduced accordingly.

For the purposes of this article only, annual shall mean twelve (12) working months.

LIST OF PROTECTIVE CLOTHING

(1) ALL EMPLOYEES Except Those Listed in B through D below

ANNUAL CLOTHING ISSUE (JULY 1ST TO JUNE 30TH)

ITEM	NO.	EMPLOYEES
Coveralls	3	All employees except as outlined below.
	12	Tire Repairman, Mechanics, Auto Body Repairman, Welder, Second Class Operator (Fleet Services)
Safety Boots and or Logans	2/3	All employees except as outlined below. Refuse Collector
Safety Hat	1	All employees (Initial issue only) (replacement as required).
Rubber Boots*	1	All employees.
Rain Clothes	1	All employees.
Hat Liner	1	All employees.
Gloves	4	All employees.
Parkas or		All employees.
Skidoo Suits	1	Spotters at Robin Hood Bay, Treatment Plant Operators, Any operators on open machines (every 24 months in lieu of parka).

Notes:

- (1) Parkas will be issued on October 1st every second year or during the winter months to employees who will be working during the winter months and shall be required to last the employee twenty-four (24) working months.
- (2) Employees should have the right to exchange two (2) pairs of summer coveralls for one (1) pair of winter coveralls.
- (3) *Note: in lieu of rubber boots, employees may take logans or an additional pair of safety boots. However, should the employee subsequently be unable to carry out duties as assigned due to the lack of rubber boots, then the employee shall not be paid for the period(s) they are unable to work.
- (4) Any employee on the pothole patcher or asphalt truck in excess of three (3) consecutive months shall receive an additional pair of boots.
- (5) Apprentice Mechanics (Internal) shall receive same clothing provision as Mechanics

(2) **ROBIN HOOD BAY EMPLOYEES (First Class Operator)
ANNUAL CLOTHING ISSUE (JULY 1ST TO JUNE 30TH)**

ITEM	NUMBER
Coveralls	4 (2 summer, 2 winter)
Safety Boots	2
Logans (winter)	1
Raincoat	1
Rubber Boots*	1
Parka or Ski Doo Suit	1 every 2 years
Gloves	4

(3) **UNIFORMS**

In lieu of a clothing issue, uniforms may be issued to employees in positions requiring same. In any event, employees in positions requiring uniforms will wear such uniform while at work. Employees substituting in a position for annual leave, sick leave, etc. will not be issued or required to wear a uniform. Positions to be issued uniforms are as follows with the amounts shown along with other clothing in the table below:

Cupe 569 Uniform Issues	Shirts	Pants	Work Jacket	Smocks/Labcoats	Sweater/Hoodie	Hat	Belt (inner & outer)
Animal Control Officer	5/3	3/2	1 every 2 yrs		1 every 2 yrs	1 every 3 yrs	1 every 5 yrs
Animal Technician/Receptionist	5/3	3/2	1 every 2 yrs		1	1	1
ESO - Senior	6/4 (Polo Shirt)	3/2	1				
ESO - Turnkey	5/3	3/2	1				
Hardware Technician	5/3	3/2	1 every 2 yrs				
HVAC Senior Service Technician	5/3	3/2	1 every 2 yrs				
HVAC Service Technician	5/3	3/2	1 every 2 yrs				
Industrial Electrician (CUPE)	5/3	3/2					
Instr/SCADA Tech Windsor Lake	5/3	3/2		2	1		
Instr/SCADA Tech Riverhead	5/3	3/2					
Laboratory Technologist Windsor Lake (CUPE)	5/3	3/2					
Laboratory Technologist Riverhead (CUPE)	5/3	3/2					
Maintenance Repair I and II (City Buildings)	5/3	3/2	1 every 2 yrs				
Mason	5/3	3/2	1 every 2 yrs				
Mechanical Systems Operator	5/3	3/2	1				
Millwright	5/3	3/2					
Scale House Attendant	5/3	3/2	1				
Stockroom Clerk	5/3	3/2	1	2			
Tool Maintenance Op	5/3	3/2	1				
Veterinarian Assistant	5/3	3/2	1	2			
Wastewater Analyst	5/3	3/2		1	1		
Wastewater Treatment Operator	5/3	3/2					
Water Treatment Maint Operator	5/3	3/2					

SCHEDULE D

The level of benefit coverage and the allocation of cost at ratification of this agreement in both group insurance and pension will only be changed by mutual agreement between the parties. The City maintains the right to establish the means and mechanisms of coverage.

The following improvements shall be made in the group coverages at the renewal in 1999:

Life Insurance: 2 x salary, min. 50,000 coverage
AD&D: 2 x salary, min. 50,000 coverage

Both coverages shall be at a cost sharing of 1/3 by the employees and 2/3 by the City.

Providing that the carrier will accept them, members of the bargaining unit who do not have group insurance may purchase \$30,000 of life insurance provided that the employee pays 100% of the premium.

Glasses - \$200.00

Pension Plan For Current Employees

- No change to benefit structure (see also MOU #3 which applies only to employees hired on or before December 31st, 2014)
- Notwithstanding MOU #3, current service cost to be shared 50/50 – revise on an annual basis – currently calculated at 8.1%, maximum by law is 9%
- City guarantees that the current benefits contained in the defined benefit plan as of June 30th, 2014 shall remain in effect for those employees in the plan as at December 31st, 2014 for as long as they live.

Guarantee Mechanism For Current Employees: See MOU # 13

**Future Employees (Herein defined as those employees hired on or after January 1st, 2015)
See MOU # 14**

- Placed into a mandatory defined contribution plan which will be a 50/50 matching plan with the City. Contributions will be at 6% for each party for the first 3 years of employment. After 3 years employment, the City's contribution rate will rise to 7%.
- Employees will have the option to increase to 9%.
- Two representatives of the Union will work with the City to set up and maintain the Plan.

The City agrees to the minimum level of contributions in the DC Plan as noted above for the life of the current agreement and beyond. This commitment will be enshrined in a similar legal agreement similar to what the parties have developed with the defined benefit plan members.

Memorandum of Understanding # 1

- A. When a vacancy occurs and the senior applicant requires it, the City shall provide on the job training in the following classifications:

Tire Repairperson
Pavement Printer

- B. Where operational requirements permit, the City shall cooperate with the Union and provide the necessary facilities, equipment, and materials to provide training in the above noted classifications where the Union intends to offer such training after hours at no additional cost to the City.

In any instance referred to in A and/or B above, the City reserves the right to test applicants to ensure they have sufficient skill and ability to fill the vacancy.

The City will maintain its existing practice of training employees wherever practical before hiring new employees.

Memorandum of Understanding # 2

The Employer agrees that during the term of this agreement the Employer shall not contract out work normally performed by bargaining unit members which will cause or extend the layoff of any of the following groups of employees:

1. Any employee at or above number 338 on the seniority list at January 1, 1995
2. Any employee beyond number 338 on the above-noted seniority list who has attained permanent status or who was involved in the labour dispute in 1993 (this is approximately 33 people).
3. The three (3) people referred to in the Mechanical Department MOU attached to the 1995 Collective Agreement.

As employees leave through attrition the number of protected employees shall decrease until the number reaches 300 at which time one (1) employee shall be added to the list for each three (3) employees who leave until the number of protected employees decreases to 260 at which time employees who leave shall be replaced on the list on a one (1) to one (1) basis.

The Employer also agrees that if any of the above listed employees are on layoff, no work normally performed by bargaining unit members within the present geographic boundaries, facilities, or operations of the City and no work contracted-in by this agreement and no work assigned to the bargaining unit at any point during the term of the agreement will be contracted-out provided that such laid-off permanent employee(s) are readily available and are able to do the work required without major expenditure to the City in terms of equipment purchase or rental, provided, however, that the current levels of equipment shall be maintained.

For projects where the expected duration is less than two (2) weeks the normal notice periods shall be waived and the following shall apply:

- (a) Recall - the employee shall be required to return to work within 48 hours of recall.
- (b) Layoff - the employee shall be deemed to have been given sufficient notice of layoff at the time of recall.

Permanent employees on layoff who do not wish to be considered for recall for work where the expected duration is less than two (2) weeks shall notify the Employer at the time of layoff.

For the purpose of this Memorandum of Understanding only, employees who have attained permanent status shall not lose their permanent status as a result of layoff unless seniority is lost in accordance with Article 11.04.

Except for work contracted-in by this agreement, these provisions do not apply to work currently or normally contracted-out by the City.

Except in the case of emergency, the Employer agrees to provide as much notice as is reasonably possible of its intent to contract-out work.

This Memorandum of Understanding forms part of the collective agreement and is subject to the grievance and arbitration provisions.

Memorandum of Understanding # 3

Enhanced Retirement Package

Effective July 1st, 2003, the pension plan will be amended in respect of CUPE 569 plan members to provide for the following improvements:

- (a) Unreduced early retirement provided that both of the following conditions are met at the date of retirement:
 - age plus years of pensionable service must equal a minimum of 85
 - the plan member must be at least 55 years of age
- (b) Pension reduction for retirement prior to age 60 and prior to Rule of 85 is 0.5% per month that retirement precedes the earlier of age 60 or the date that the plan member would have reached the Rule of 85.
- (c) 0.6% bridge payable to all members who retire bridge payable for a maximum of five (5) years but not past age 65. The bridge minimum is \$500.00 per month.
- (d) In consideration of these plan improvements (estimated at 5.0% of pay as at July 1st, 2003) pension plan members of CUPE Local 569 will increase their contribution from 5% to 7.5% of basic pay effective July 1st, 2003. The City will contribute an extra 2.5% of pay to the pension plan in respect of all classifications of CUPE 569 plan members effective July 1st, 2003.
- (e) Any questions related to the relative contribution levels will be referred to the Joint Insurance, Pensions and Fringe Benefits Committee established under 25.04.
- (f) The Joint Insurance, Pensions and Fringe Benefits Committee established under 25.04 will be provided with a draft copy of each actuarial valuation report at least thirty (30) days prior to filing with the regulatory authorities and will be provided an opportunity to provide comment to the City provided there is no delay in the filing.
- (g) The Joint Insurance, Pensions and Fringe Benefits Committee will be provided with annual updates on the status of the amortization of these plan improvements.

Memorandum of Understanding # 4

Efficiency in Operations

The parties agree to establish a joint committee, within three (3) months of signing, consisting of three (3) representatives of the Union and three (3) representatives of the Employer including the City Manager or the Deputy City Manager, to identify areas where improvements in efficiency can be identified.

The committee shall enjoy the full endorsement and support of both parties and shall be empowered to make recommendations on:

- (1) enhanced efficiency in operations,
- (2) contractual impediments to efficiency,
- (3) areas where productivity improvements can be realized.

The committee shall make recommendations to the parties on a quarterly basis commencing April 15th, 1997, and the parties shall meet within ten (10) days of receipt of the committee's report to discuss the implementation of the committee's recommendations and the desirability of undertaking negotiations to amend provisions of the collective agreement to facilitate improvements in efficiency.

Memorandum of Understanding # 5

Overtime Bank

Employees may accumulate time off in lieu to a maximum of two hundred (200) hours per year. Such time off shall not be taken during the summer vacation period. Employees shall have the option of a payout at July 1st in any year for any amount in the bank provided that notice is given to the Time Office no later than June 15th in that year. Employees shall also be given four (4) other payout opportunities at their request and with two (2) weeks advance notice to the Main Office. Time off in lieu not used by December 1 in any year will be paid out, unless the employee requests that the payout occur the second week (second pay cheque) of January of the following year. Requests for the use of Time off in lieu during the vacation period (June 1st – October 30th) will only be considered when the employee has exhausted their vacation.

Memorandum of Understanding # 6

Standardized Testing

The parties agree to establish a committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer to review the establishment of standardized tests and testing procedures.

Memorandum of Understanding # 7

Overtime for First Class Operator-Excavator

- (1) Notwithstanding Article 15:07 of the collective agreement the following procedure will apply for the allocation of overtime for the operation of the backhoe / excavator.**
- (2) The City will post a notice seeking four (4) qualified employees to operate the backhoe / excavator for overtime call in opportunities. Applicants will be given an opportunity to demonstrate their ability to operate the backhoe / excavator and if deemed qualified, they will be added to the qualifying list in order of seniority. A Union representative shall be present to observe the test.**
- (3) Overtime will first be offered to the incumbent First Class Operator Excavator with the least amount of overtime. If the current incumbent(s) are unavailable, the overtime will then be offered to one of those four (4) First Class Operators on the qualifying list who are able to operate the backhoe / excavator noted in paragraph (2) above, starting with the employee with the least amount of overtime.**

Memorandum of Understanding # 8

Article 21:04 and 21:08

Notwithstanding article 21.04 and 21.08 of the collective agreement, both parties agree that a minimum of twelve (12) days per year will be accrued for the personal illness or disability of an employee.

Should any employee affected by this MOU otherwise qualify for family leave, such leave shall be granted as time off with pay with no sick leave deduction being made or required.

This MOU shall henceforward form part of the collective agreement between the City and CUPE Local 569.

Memorandum of Understanding # 9

Respecting Discipline and Morale

The Union and the Employer recognize that individually and collectively the City's employees, supervisors, managers and elected officials are responsible for providing quality service to the City's residents and taxpayers. The parties further recognize that the primary function of the discipline process is corrective in nature and that punitive measures should only be taken where efforts at corrective action have proven unsuccessful.

The parties shall, therefore:

- (1) Identify ways to improve the relationship between the City and its employees,
- (2) Identify issues affecting employee morale and means of addressing those issues,
- (3) To identify areas creating conflict in the workplace,
- (4) To develop a respectful workplace policy.

The parties may elect to engage a facilitator to assist them in the process.

The first three (3) meetings of the committee will include HR Director and the CUPE National Representative.

Memorandum of Understanding # 10

Clothing

The parties shall meet with any internal City personnel necessary to review the quality of the clothing currently being supplied and the quantity and replacement cycle of same.

Memorandum of Understanding # 11

Dental Plan

The parties agree to the implementation of a dental plan under the following terms and conditions:

- (1) The plan requires 50% participation of all eligible City employees at all times.
- (2) The plan will be cost shared 50/50 between the City and the employees and is subject to all terms and conditions of articles 25.02 and 25.04. If all eligible City employee's reject the dental plan, the City will add another .5% to the wage increase in the first year of this agreement.
- (3) If accepted, the individuals must stay in the plan for at least 2 years from the date of enrollment.
- (4) The City will conduct a vote of all eligible employees to determine the Plan's feasibility.
- (5) It is understood that rates are subject to increases or decreases from year to year depending on experience.
- (6) The rules and regulations governing the operation of plan and its coverages are set by the carrier and are not subject to the grievance and arbitration provisions of this agreement.

Memorandum of Understanding # 12

Proposed Paystubs and Statements

The City currently provides paystubs to employees with year to date information in relation to the number of hours of leave and lieu time accumulated. Any employee who has questions regarding their leave entitlement or usage can inquire directly to the Human Resource Service Center for assistance.

The City will also investigate the feasibility of providing employee self-service for leave look up and inquiry.

Memorandum of Understanding # 13

Defined Benefit Pension Guarantee

1. The City agrees to amend The Retirement Benefit Plan for the Employees of the City of St. John's (the "Plan"), PBA Registration No. 075248, ITA Registration No. 0582874 to provide as follows:
 - (a) Notwithstanding anything in the Plan to the contrary, and except as provided herein, all terms of the Plan in force at the time of the signing of the Collective Agreement, including those contained herein, shall remain in force and shall apply to all persons listed in Appendix "A" and their spouses and beneficiaries.
 - (b) For the purposes of this Article, the persons listed in Appendix "A" shall include those employees employed as of December 31st, 2014 (and current beneficiaries) under the terms of the Collective Agreement including those persons:
 - (i) Who are on layoff, sick leave, maternity leave, or any other form of approved leave of absence; call-in employees who are employed on December 31st, 2014 who, at any time, in the future become eligible to become members of the Pension Plan; and all current retirees or deferred members of the Pension Plan and their spouses and beneficiaries whether in receipt of a pension or not.
 - (ii) Any individual who was inadvertently omitted due to a clerical error or oversight by the parties.
 - (iii) If a member listed in Appendix "A" does not become vested in the Pension Plan and removes their interest in the Pension Plan, or a member and their spouse or beneficiary are both deceased, then the member name shall be removed from Appendix "A" and they shall have no further rights or interests in the provisions of this Pension Plan. Any vested member who resigns or is terminated and is subsequently rehired will be enrolled in the Defined Contribution pension plan. The enrollment of the rehired employee in the Defined Contribution plan will have no negative impact on any entitlement or benefit accrued under the defined benefit plan.
 - (c) Notwithstanding 1(b), upon the death of an employee listed in Appendix A, the appropriate beneficiary shall replace said employee in Appendix A.
 - (d) Notwithstanding anything in the Plan to the contrary, and except as otherwise provided herein, the right to participate in the Plan, all terms and conditions thereof remaining unchanged, in force at the time of the signing of the Collective Agreement including all accrued rights and benefits earned through continued service in the Plan *up to and including the date of ratification of this Collective Agreement and in the future* shall be guaranteed for and vested in law for all those members listed in Appendix "A" and their spouses and beneficiaries for their lifetimes.

- (e) The City and employees will share the current service cost of benefits accruing under the Plan on a 50-50 basis. However, and notwithstanding the foregoing, employee contributions shall not exceed a total of 9% of each individual employee's pensionable earnings. Any current service cost attributable to employees under the 50-50 cost sharing that is in excess of 9% of each individual employee's pensionable earnings shall be the responsibility of and shall be paid by the City.
- (f) The City shall have an actuarial valuation performed and filed under the *Pension Benefits Act* as required by law and shall provide a copy of the actuarial report to Local 569 and Local 1289 within thirty (30) days of the approval of the actuarial valuation whether or not the actuarial valuation has been submitted to the Superintendent of Pensions.
- (g) All special payments in respect of a going concern unfunded liability or solvency deficiency shall be paid by the City. Notwithstanding the minimum requirements of the *Pension Benefits Act*, any special payment as a result of a going concern unfunded liability or solvency deficiency identified in an actuarial valuation report shall be fully paid by the City when due. Where the City is provided with a legislative exemption from any portion of special payments the City shall be entitled to avail of such exemption provided there is no increase to the current service cost of the plan.
- (h) Notwithstanding Section 14.01 of the Plan or any other provision of the Plan to the contrary, the terms of the Plan in force at the time of the signing of the Collective Agreement, including those contained herein, shall not be subject to modification or amendment which detracts or diminishes in any manner any of the rights, privileges, interests, or benefits of Members listed in Appendix "A" and their spouses and beneficiaries until such time as all Members listed in Appendix "A" and their spouses and beneficiaries have received all of their benefits and entitlements under the Plan, except with the unanimous, written consent of all Members listed in Appendix "A" and their spouses and beneficiaries. Amendments which do not detract from the rights, privileges, interests, and benefits of Members listed in Appendix "A" shall be permitted. Local 569 and Local 1289 shall receive a copy of any planned amendment thirty (30) days prior to the approval of any amendment by the City of St. John's and prior to the filing of such amendment with the Superintendent of Pensions. A dispute whether any proposed change in the Pension Plan detracts or does not detract from the rights, privileges, interests, or benefits of any Members shall be subject to the "dispute resolution mechanism" as identified in paragraph 4. No amendment shall be filed with a Superintendent of Pensions if either Local 569 or Local 1289 give notice to the City of their intent to invoke the "dispute resolution mechanism" as identified in paragraph 4. Only after the results of the dispute resolution mechanism are determined shall any amendment be filed subject to the terms of the dispute resolution.

- (i) Notwithstanding Section 14.03 of the Plan or any other provision of the Plan or the *Pension Benefits Act* to the contrary, in the event the Plan is wound up, in whole or in part, by action of some person other than the City, including the Superintendent of Pensions, the City shall pay into the Plan Fund such amount as is required to fully fund all of the benefits provided under the Plan to all affected Members listed in Appendix "A" and their spouses and beneficiaries as if the Plan continued to operate until the death of the last Member in Appendix "A" or their spouse or beneficiary. In the event the Plan is wound up, in whole or in part, benefits shall not be reduced.
 - (j) This amendment to the Plan shall be effective as of the date of signing the Collective Agreement.
2. The City agrees that it will not wind up or terminate the Plan, in whole or in part until all individuals listed in Appendix A and their spouses and beneficiaries have received their full benefits and entitlements under the plan as defined therein. Notwithstanding the foregoing, the City does have the right to wind up or terminate the plan after all the members listed in Appendix "A" have retired provided that the City finds an alternate funding method to guarantee the benefits under this MOU. Any alternate funding plan shall be reviewed by the actuary of both CUPE Local 569 and 1289 and if the actuary certifies that there is no negative impact on the proposed change by the City on the members in Appendix "A" and their spouses and beneficiaries then the City may make the changes proposed.
 3. Prior to the above amendment to The Retirement Benefit Plan for the Employees of the City of St. John's being submitted for registration under the *Income Tax Act* and the *Pension Benefits Act*, it shall be subject to the approval of the Union for compliance with this Article.
 4. The City agrees to file the amendment under both the *Pension Benefits Act* and the *Income Tax Act* for approval and registration within 30 days of the Collective Agreement being ratified by the parties. In the event that any action by the Superintendent of Pensions or CRA or future legislation should negatively impact this agreement, the parties shall immediately meet to discuss the impact of any decision by the foregoing. In the event that the parties are unable to resolve any difference which has arisen as a result of the foregoing, the actuary of the Plan and the actuary of both CUPE Local 569 and 1289 shall meet and mutually agree on whatever changes are required to the Plan text to accommodate the action of the Superintendent of Pensions, CRA or legislation and at the same time maintaining the expressed intent of the parties to a *guaranteed vested* lifelong benefit for all members in Appendix "A" and their spouses and beneficiaries. In the event that the actuaries are unable to agree the "dispute resolution mechanism" shall be as follows: The parties shall mutually appoint a third actuary whose fees shall be cost shared by the parties. The decision of the third actuary or the two actuaries together shall be final and binding and not subject to judicial review by either party.

Memorandum of Understanding # 14

Defined Contribution Pension Plan

Employees hired on or after January 1st, 2015, will be enrolled in a Defined Contribution Pension Plan, which will operate in accordance with the following parameters. Participation is mandatory.

- (1) A 50/50 matching plan

Member Contributions

Employees will contribute to the DC provisions as follows:

- 6% of earnings for the first three (3) years of cumulative service, increasing to 7% of earnings thereafter.

*For the purpose of the above, cumulative service is defined as three (3) years of cumulative full time equivalent service as recognized by the applicable collective agreement.

City Contributions

The City shall match the required Member contributions as described above. The City agrees that the rates of 6% and 7% identified above will be the minimum percentages for the life of the DC plan.

- (2) Voluntary Contributions

Employees have the option to make additional voluntary contributions under the DC Plan, subject to the maximum annual contribution amount as outlined by applicable legislation. These additional voluntary contributions will not be matched by the City.

Two (2) representatives of each Union local will work with the City to set up and maintain the plan.

Letter of Understanding # 1 - Apprenticeship Program

This is to confirm that agreement has been reached between CUPE Local 569 and the City of St. John's regarding Article 31 of the Collective Agreement – Apprenticeship Program.

Notwithstanding the provisions of Article 31, Apprenticeship program, the City of St. John's and CUPE Local 569 agree to meet as a committee with the aim of amending the provisions of that Article.

Such work of the committee shall be completed by December 31st, 2022.

Should the committee be unable to reach an agreement, the provisions of Article 31 of the current Agreement shall remain intact.

Letter of Understanding # 2 - Clothing

This is to confirm that agreement has been reached between CUPE Local 569 and the City of St. John's regarding the implementation of Schedule C and MOU #10 - Clothing of the Collective Agreement.

Notwithstanding the provisions of the above, the City of St. John's and CUPE Local 569 agree to meet as a committee with the aim of amending the provisions of the clothing allocation to the members of the Local.

The agenda of the committee shall include:

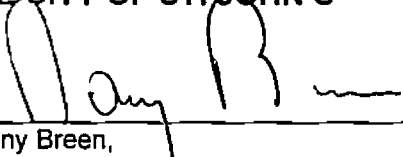
- **The immediate availability of gender specific clothing to female workers of the Local, which includes parkas and coveralls. Such allocation shall occur no later than October 31st, 2022.**
- **The implementation of a new procedure for boot allowance, which would provide a taxable benefit of \$450 per year for full-time and equivalent employees and prorated for employees working less than full-time or equivalent hours. For the purpose of this article, full-time equivalent would include an employee holding two (2) seasonal positions. This implementation will occur July 1st, 2023.**
- **Finalize the committee's Terms of Reference by December 31, 2022.**

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

SIGNED, SEALED, AND DELIVERED FOR

THE CITY OF ST. JOHN'S

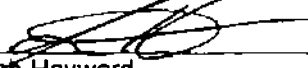
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 569



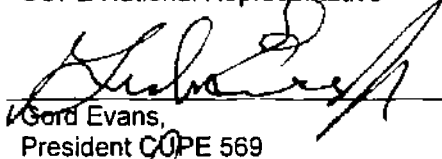
Danny Breen,
Mayor



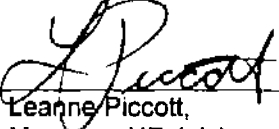
Ed White
CUPE National Representative



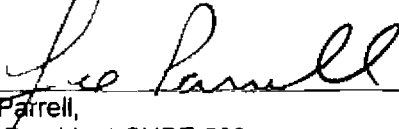
Sarah Hayward,
Director, Human Resources



Gord Evans,
President CUPE 569



Leanne Piccott,
Manager, HR Advisory Services



Leo Farrell,
Vice President CUPE 569



Lynnann Winsor,
Deputy City Manager, Public Works




Michelle Mahoney,
Chief Shop Steward CUPE 569



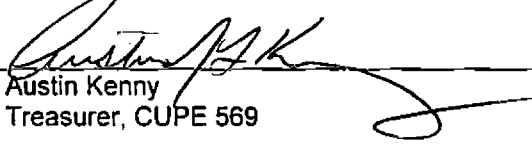
Derek Coffey,
Deputy City Manager, Finance and Administration



Wayne Furlong
Recording Secretary, CUPE 569



David Crowe,
Manager, Roads



Austin Kenny
Treasurer, CUPE 569



Karen Dinn
HR Advisor- Public Works

Witness:

Date:



