

**COLLECTIVE AGREEMENT**

**BETWEEN**

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

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1896**

**AND**



**Town Council of Marystown**

**January 1, 2023 to December 31, 2026**

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## **Article 1 – Preamble**

### **1.01 Preamble**

It is the purpose of both parties to this Agreement:

- a) to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c) to encourage efficiency in operations.
- d) to promote the morale, well-being, and security of all employees in the bargaining unit of the union, and

### **1.02 Collective Agreement**

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

## **Article 2 – Management Rights**

### **2.01 Management Rights**

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

### **2.02 Non-Discriminatory**

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

## **Article 3 – Recognition and Negotiations**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 1896 as the sole and exclusive bargaining agent for all of its employees save and except employees listed in Schedule “B” and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

### **3.02 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on jobs which are included in the bargaining unit, except in cases mutually agreed upon by the Parties.

### **3.03 Part-Time and Temporary**

This collective agreement is fully applicable to all part-time and temporary employees, unless otherwise specified.

### **3.04 No Other Agreements**

No employees shall be required or permitted to make a written or verbal agreement with the employer or any representative which may conflict with the terms of this collective agreement.

## **Article 4 – No Discrimination**

### **4.01 Employees 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 or ethnic origin, political affiliation or activity, religion, sexual orientation, gender, gender identity, marital or family status, place of residence, physical or mental disability nor by reason of membership or activity in the Union, or any other reason.

## **Article 5 – Union Membership Requirement**

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

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

## **Article 6 – Check-Off of Union Dues**

### **6.01 Check Off Payments**

The Employer shall deduct from every employee any monthly dues, initiation fees, or assessments levied in accordance with the Union Constitution and By-Laws, after being so notified of the amount of the deduction, in writing, by the Union.

### **6.02 Deductions**

Deductions shall be made from the first payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees on a monthly basis, accompanied by a list of names and addresses and classifications of employees from whose wage the deductions have been made.

### **6.03 Dues Receipt**

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

## **Article 7 – The Employer and The Union shall Acquaint New Employees**

### **7.01 New Employees**

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A representative of the Union shall be given the opportunity to meet with each newly hired employee to acquaint them with the terms and conditions of the Collective Agreement. Such

meeting shall take place during working hours and will not exceed thirty (30) minutes in duration.

## **7.02 Medical**

It shall be mandatory before employment is confirmed for new employees that a medical certificate shall be furnished to the employer. Also, at the expense of the employer, each employee, upon request, shall submit a medical certificate and/or chest X-ray to the employer.

The Employer shall also pay the medical bill from the Doctor or Hospital as a result of having to obtain medical documentation to retain or upgrade operator's licence, excluding any expenses that are covered by M.C.P. New employees shall be responsible for any cost incurred with supplying their first medical.

## **Article 8 – Correspondence**

### **8.01 Correspondence**

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the CAO and the Union President while copying the Recording Secretary of the Union. The Recording Secretary shall provide an email address to the CAO for any electronic correspondence.

## **Article 9 – Labour Management Relations**

### **9.01 Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **9.02 Union Bargaining Committee**

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

### **9.03 Function of Bargaining**

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

### **9.04 Representatives of Canadian Union**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to assist in the settlement of a grievance, after receiving prior approval of the Employer which shall not be withheld unreasonably.

### **9.05 Meeting of Committee**

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

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

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

### **9.07 Labour Management Committee**

The Union and the Employer jointly agree to establish a Labour Management Committee with equal representation. The Committee will discuss matters affecting the parties to this agreement that cannot be dealt with through existing Collective Agreement Committees. Meetings will be held every second month on a date to be mutually agreed upon and to commence between 8:00 a.m. and noon or at other mutually agreed upon times. Representatives of the union who are required to attend meetings outside their normal scheduled shift shall be paid for the time they are involved in such meetings at straight time rates. Minutes of meetings will be made available to the Union within one week after meeting dates. The union will inform the CAO of items it wishes to place on the agenda and the Employer will notify the Union President on the Friday prior to the meeting. Special meetings will be held as soon as possible, if mutually agreed.

Where the parties agree that action is required to be taken to address any Labour Management matter a mutually agreed to timeline shall be implemented to ensure the matter is resolved in a timely manner.

## **Article 10 – Grievance Procedure**

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

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and Union Stewards. The Steward shall assist any employee which the Steward represents in preparing and presenting the employee's grievance in accordance with the grievance procedure.

### **10.02 Names of Stewards**

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

### **10.03 Grievance Committee**

The Steward(s) and the Union Executive selected shall constitute the Grievance Committee.

### **10.04 Permission to Leave Work**

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

### **10.05 Definition of Grievance**

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

## **10.06 Settling of Grievances**

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

### **Step 1**

The aggrieved employee(s) will discuss the grievance with the appropriate Steward as soon as possible after the occurrence but not later than thirty (30) calendar days after the occurrence, or after the employee ought to be aware of the occurrence. If the employee's Steward is absent, the grievance may be submitted to the Steward and/or another member of the Grievance Committee. At each step of the Grievance Procedure the Griever shall have the right to be present.

### **Step 2**

If the Steward considers the grievance to be justified, an attempt will be made to first seek to settle the dispute with the employee's supervisor.

### **Step 3**

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the Steward will submit to the CAO a written statement of the particulars of the grievance and the redress sought. The CAO shall render a decision within four (4) working days after receipt of such notice.

### **Step 4**

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

## **10.07 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Steps 1, 2 and 3 of this Article may be by-passed.

## **10.08 Union May Institute Grievance**

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

#### **10.09 Grievance on Safety**

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

#### **10.10 Replies in Writing**

Replies to grievances stating reasons shall be in writing commencing at Step 3.

#### **10.11 Facilities for Grievances**

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

#### **10.12 Mutually Agreed Changes**

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

#### **10.13 Failure to Act Within Time Limits**

If the Union fails to process a grievance to the next step of the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration, providing this delay does not extend beyond thirty (30) days.

#### **10.14 Technical Objection to Grievances**

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which is deemed just and equitable.

### **Article 11 – Arbitration**

#### **11.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of this Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two arbitrators shall then meet to select an impartial chair. Unless otherwise mutually

agreed, the arbitrator must be from the Minister Responsible for Labour's list of arbitrators.

#### **11.02 Failure to Appoint**

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

#### **11.03 Board Procedure**

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representation. 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 ten days from the time the Chair is appointed.

#### **11.04 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair 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.

#### **11.05 Disagreement on Decisions**

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

#### **11.06 Expenses of the Board**

Each party shall pay:

- a) The fees and expenses of the arbitrator it appoints.
- b) One-half of the fees and expenses of the Chair.

### **11.07 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

### **11.08 Witnesses**

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

### **11.09 Single Arbitrator**

Where the parties mutually agree a sole arbitrator may be appointed in place of a Board of Arbitration. The sole arbitrator shall have all the rights and powers of a Board of Arbitration appointed under this Article. Each party shall pay one-half of the fees and expenses of the Arbitrator.

## **Article 12 – Discharge, Suspension and Discipline**

### **12.01 Warnings**

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

### **12.02 Discharge Procedure**

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

### **12.03 May Omit Grievance Steps**

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

### **12.04 Unjust Suspension or Discharge**

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated, without loss of seniority and shall be compensated for all time lost in an amount equal to the normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

### **12.05 Adverse Report**

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

This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record.

The records of employees shall not be used against them at any time in the following instances:

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

An employee shall have the right at any reasonable time during working hours and upon providing reasonable notice to have access to and to review his/her personnel file.

The employee shall have the right to make copies of any material contained in his/her file. An Employer representative shall be present at all times when files are being reviewed or copied.

#### **12.06 Right to Have Steward Present**

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.

### **Article 13 – Seniority**

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

Seniority is defined as date of hire with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recalls. Seniority shall operate on a bargaining-unit-wide basis.

Effective January 1, 2007 the parties agree to convert the method of recording seniority from accumulated service to a seniority date. All employees hired prior to January 1, 2007 will remain in the same place on the seniority list that they were in as of December 31, 2006 and will have a date of hire calculated based on months and days of service.

All newly hired employees shall be placed on the seniority list based on date of hire. Employees shall maintain their place on the seniority list in the event of any approved paid or unpaid leave of absence, or in the event of layoff. An employee shall only be removed from the seniority list in the event of resignation, retirement, termination of employment or any other reason specified in Article 13.04.

For clarity it is understood that benefits will be accumulated based on accrued service and the seniority list will also show the amount of service accrued by each employee in months and days.

### **13.02 Seniority List**

The Employer shall maintain a seniority list showing each employee's date of hire and accumulated service. An up-to-date seniority list is to be sent to the Union and posted on all bulletin boards in January of each year. All employees employed by Council as of July 2, 1975, shall have their length of service recognized by the Employer.

### **13.03 Probation for Newly Hired Employees**

A newly hired employee shall be on probation for a period of:

- a) Public Works employees 640 hours (16 weeks)
- b) Office Staff 560 hours (16 weeks)

from the date of hiring. During the probationary period, the employee shall be governed by the provisions of this agreement and probationary employees will be provided with a written evaluation no later than twelve (12) weeks from date of hire. In cases of discharge or discipline, a probationary employee shall not have access to the grievance and arbitration provisions of this agreement unless the Union alleges the Employer acted in bad faith or in a discriminatory manner.

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

### **13.04 Loss of Seniority**

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

An employee shall only lose seniority in the event:

- a) The employee is discharged for just cause and is not reinstated.
- b) The employee resigns in writing and does not withdraw within two (2) days.
- c) The employee is absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

- d) The employee fails to return to work within seven (7) calendar days following a lay-off after being notified by registered mail to do so, unless through sickness or other just cause. This shall also apply if the employee is recalled for work in a classification which differs and pays a lower rate from the employee's regular classification. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. An employee recalled for casual work or employment of short duration at a time when employed elsewhere shall not lose seniority rights for refusal to return to work.
- e) The employee is laid off for a longer period than sixteen (16) months.
- f) The employee is employed in a temporary non-bargaining unit position for a period longer than one (1) year or eighteen (18) consecutive months where the employee is replacing a non-bargaining employee availing of maternity/parental leave.

### **13.05 Transfers Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. An employee who is temporarily assigned to a position outside the bargaining unit or, who takes a permanent position outside the bargaining unit and is on a probationary period/trial period, shall continue to pay union dues and should the employee decide to return to the bargaining unit before the end of the probationary period/trial period, the employee will continue to accumulate seniority. Temporary positions outside the bargaining unit may be filled for up to a maximum of one year, and up to eighteen (18) months if the temporary position is to replace an employee availing of maternity/parental leave. Permanent positions may be filled for up to a maximum of six (6) months. Upon completion of the probationary period/trial period the employee shall surrender seniority and be removed from the seniority list.

An employee that accepts a permanent position outside the bargaining unit shall forfeit their seniority following four (4) months of service in the non-bargaining position.

The employer reserves the right to set the probationary period/trial period for the position, and the right to return the employee to the employee's former position in the bargaining unit, at any time during the probationary period/trial period, should the employee prove to be unsatisfactory for the position.

Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

### **13.06 Role of Seniority in Day-to-Day Assignments**

Seniority shall only play a role in the day-to-day assignments of duties at the moment of assignment, provided the employee has the ability and qualifications to perform the duties available.

## **Article 14 – Promotions and Staff Changes**

### **14.01 Job Posting**

When a vacancy occurs or a new position is created either inside or outside the bargaining unit, the Employer shall post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one week prior to posting externally, so that all members will know about the vacancy or new position. When the Employer wishes to simultaneously post a position internally and externally, it shall notify the Union President of the rationale for such a request and the Union will not unreasonably deny approval of such a request.

### **14.02 Information in Posting**

For positions inside the Unit, such notice shall contain the following information:

Nature of position, qualifications, required knowledge, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "Marystown is an equal opportunity employer."

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

Both parties recognize:

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

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 14.02.

#### **14.04 Trial Period**

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

#### **14.05 Promotions Requiring Higher Qualifications**

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

#### **14.06 Handicapped Worker Provision**

An employee unable through injury or illness to perform normal duties, shall be provided with alternate suitable employment providing such employment is available, and the applicable rate for the new position will apply. Such employee shall not displace an employee with more seniority.

#### **14.07 Older Worker Provision**

An employee who, through advancing years is unable to perform the employee's normal duties, shall be provided with alternate suitable employment provided such employment is available, and the applicable rate for the new position will apply. Such employee shall not displace an employee with more seniority.

### **Article 15 – Layoffs and Recalls**

#### **15.01 Role of Seniority in Lay-Off**

Both parties recognize that job security shall increase in proportion to seniority. Therefore, in the event of a lay-off, employees shall be laid off, within a department, in reverse order of their bargaining-unit-wide seniority providing the employees retained have the necessary qualifications to perform work required.

## **15.02 Recall Procedure**

- a) Employees shall be recalled in the order of their seniority providing the employees recalled have the necessary qualifications to perform the work required.
- b) The Employer may recall employees from layoff for snow clearing operations for periods of three (3) weeks or less without reassigning other employees within the bargaining unit.

## **15.03 No New Employee**

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

## **15.04 Advance Notice of Layoff**

Unless legislation is more favourable to the employee(s) the employer shall notify employee(s) who are to be laid off in accordance with the following provisions:

- a) where the employee has less than five years employment - 14 calendar days.
- b) where the employee has five years employment but less than ten years employment - 21 calendar days.
- c) where the employee has ten years employment but less than fifteen years employment - 28 calendar days.
- d) where the employee has more than fifteen years of employment - 42 calendar days.

If the employee has not had the opportunity to work the days as provided in this article, the employee shall be paid for the days for which work was not made available. The Employer will give employees working on temporary projects five (5) working days' notice of approximate date of lay-off. Employees shall give ten (10) working days, five (5) in the case of temporary employees, notice of their intention to terminate employment. All Notices of Lay-Off and any extension(s) shall be provided to the affected employee(s) in writing and copied to the Local Union.

### **15.05 Grievances on Layoffs and Recalls**

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

### **15.06 Bumping**

In the event of a layoff, a qualified senior employee may bump a less senior employee. An employee exercising their right to bump shall first request to bump within the employee's department before requesting to bump an employee of another department. Permanent employees may bump another permanent employee of another department. Permanent employees may bump another permanent, seasonal or temporary employee. A seasonal or temporary employee shall not have the ability to bump a permanent employee. All requests to bump shall be submitted within two (2) business days of an employee receiving notice of layoff, or of being notified that the employee is deemed unqualified for another position they requested to bump into.

## **Article 16 – Hours of Work**

### **16.01 Standard Daily Hours (Manual)**

The normal daily hours of work shall be 7:30 am to 4:00 pm with a one half (½) hour unpaid lunch break scheduled at 12 noon to 12:30 pm.

Changes to the working schedule shall be by mutual agreement between the employer and the union.

Standard Daily Hours – Water Treatment Plant (WTP):

The standard daily hours of work at the WTP shall be 7:30 a.m. to 4 p.m., Monday – Friday with ½ hour off for lunch.

### **16.02 Standard Daily Hours (Office Staff)**

- a) The normal workday for office staff shall not commence before 8:30 a.m. nor finish later than 4:30 p.m. A seven (7) hour shift shall not be spread over a period longer than eight (8) hours, with one (1) hour off for lunch. Except hereinafter provided, the hours of work shall be:

8:30 a.m. to 12:00 Noon and 1:00 p.m. to 4:30 p.m.

OR

8:30 a.m. to 1:00 p.m. and 2:00 p.m. to 4:30 p.m.

Notwithstanding the foregoing, the hours of work during the period from May 1st to November 30th of each year. Except hereinafter provided, the hours of work shall be:

8:00 a.m. to 12:00 Noon and 1:00 p.m. to 4:00 p.m.

OR

8:00 a.m. to 1:00 p.m. and 2:00 p.m. to 4:00 p.m.

- b) During the year, except for the vacation period of July and August, the current practice of having one (1) or two (2) employees of the Finance and Administration Department going to lunch at 12 noon and the remaining one (1) or two (2) employees going to lunch at 1:00 pm will continue.

In the event these minimum requirements cannot be maintained management will take the necessary steps to ensure the operational requirements of the Finance and Administration Department are being met.

#### **16.03 Standard or Average Weekly Hours (Manual)**

The normal work week shall consist of five (5) days from Monday to Friday inclusive for a total of forty (40) hours per week.

#### **16.04 Standard Weekly Hours (Office Staff)**

Except as hereinafter provided, the normal work week for office staff shall consist of five (5) days from Monday to Friday inclusive for a total of thirty-five (35) hours per week.

#### **16.05 Shift**

Notwithstanding Articles 16.01 and 16.03, the Employer retains the right to implement a shift system outside the normal work week and/or day for employees employed at the town dump and in other areas in emergencies.

#### **16.06 Working Schedule (Manual)**

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

## **16.07 Shifts**

### **a) Working Schedule (Manual)**

The employer may implement one, two, or three shift systems, in which event the shifts shall be:

- i. 7:30 a.m. Mon. to 4:00 p.m. Fri. (Day Shift)
- ii. 4:00 p.m. Mon. to 12:00 Midnight Fri. (Evening Shift)
- iii. 12:01 a.m. Mon. to 8:00 a.m. Fri. (Night Shift)
- iv. or such other shift which may be mutually agreed upon between the Employer and the Union.

### **b) Working Schedule (Manual) For Snow Clearing Only**

The Employer may implement a winter snow clearing shift as follows:

- i. 12 midnight (Sunday night) to 8:00 a.m. Friday morning.
- ii. 12:00 noon to 8:00 pm Monday to Thursday and 8:00 am to 4:00 pm Friday
- iii. 8:00 am to 4:00 pm Monday to Friday

Changes to the above shifts may be implemented by mutual agreement of both parties.

## **16.08 Change of Shift**

When regularly scheduled shifts are changed for employees on a given day, 24 hours notice shall be provided.

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 (1 ½) the regular hourly rate for the first shift worked. Shift employees will be rotated in their turn respecting classifications.

## **16.09 Paid Rest or Relief Periods**

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

## **16.10 Union Meeting Night**

On the day of each month on which the regular monthly, special, or deferred meeting of the Union is scheduled, work shall cease not later than 6:00 p.m. except in cases of emergency or when winter shifts are established. The

employer shall be provided one week's notice of such scheduled meetings, except in emergency situations. During winter shift schedule employees shall be permitted to attend such meetings subject to weather conditions.

#### **16.11 Paid Clean-Up or Clothes Changing Time**

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

#### **16.12 Training Compensation**

An employee who participates in employer required training, that is taken outside the Standard Daily Hours or Standard Weekly Hours shall be compensated at the applicable overtime rates.

### **Article 17 – Overtime**

#### **17.01 Overtime Defined**

All time worked beyond the normal and/or scheduled workday and/or shift, the normal and/or scheduled work week, or on a Holiday shall be considered as overtime.

#### **17.02 Compensation for Work After Daily Scheduled Hours**

Employees shall be paid time and one half (1 ½) for the first four (4) hours worked prior to or following the completion of the regular or scheduled shift. Double time shall apply for all hours worked beyond the first four (4) hours of overtime prior to or following the completion of the employee's regular or scheduled shift.

For time worked on the 6th day, time and one-half (1 ½) shall apply for the first eight (8) hours, double time will be paid for all time worked beyond eight (8) hours and double time will be paid for all hours worked on the 7th day.

For time worked on a paid holiday, time and one-half (1 ½) shall apply in addition to the regular holiday pay.

Any hours worked may be used only once for the calculation of overtime.

### **17.03 No Layoffs to Compensate for Overtime**

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

### **17.04 Overtime for Part-Time Employees**

Part-time employees working less than the normal hours per day, and who are required to work longer than the normal working day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the working day. Regular overtime rates shall apply after the normal hours in the working day and for all work performed on holidays and regular days off.

### **17.05 Sharing of Overtime**

The opportunity to work overtime and call back time shall be divided equally among employees, in a department, who are willing and qualified to perform the available work. For the purpose of this clause, the 'opportunity' will include hours worked by the employee and any hours that the employee was not available for.

### **17.06 Call Back Pay Guarantee**

An employee who is called into work outside normal working hours shall be paid a minimum of three (3) hours at the applicable overtime rate or the actual hours worked, if in excess of three (3) hours, at the applicable overtime rate and shall be paid from the time the employee leaves home to report for duty and ends when the employee is discharged by the Director of Operations and Public Works or designate, from the Public Works Depot. Such discharge may be made by telephone at the time the employee advises the requirement for the call-out has been completed.

### **17.07 Stand-By-Pay**

The requirement for employees to perform stand-by duty shall be based on a schedule provided at least one (1) week in advance of implementation. Any employee required to be immediately available for work on call during the period commencing at the end of a regular workday or scheduled shift and ending at the commencement of the next regular workday or scheduled shift shall be paid as follows:

Stand-By will be 6 hours pay at straight time rates on any of the following days: Saturdays, Sundays, and holidays.

For an employee working his/her regular and/or scheduled shift (Monday to Friday inclusive) Stand-By Pay will be 4 hours straight time

If an employee on stand-by is called in to work on any of the above-mentioned days, the employee shall be paid in accordance with clause 17.06.

Stand by Pay for employees at the Water Treatment Plant (WTP) shall be as follows:

- a) Monday to Thursday – 2.5 hrs per day at straight time rates.
- b) Friday, Saturday & Sunday – 2 hrs per day at straight time rates.
- c) Statutory Holidays – Additional 3 hrs at straight time rates.

The Stand-By schedule at the WTP shall afford the current employee with every fourth weekend off Stand-By duty. Qualified Public Works employees, not assigned for Public Works stand-by, shall be scheduled the WTP Stand-By every fourth weekend. During vacation period by the WTP employee, the Public Works employee assigned to WTP will not be eligible for Public Works Stand-By.

#### **17.08 Control of Overtime**

The Employer shall keep overtime to a minimum and shall, accordingly, supply the Union with a weekly list of all employees who have worked or have been offered overtime.

#### **17.09 Payment for or Supply of Meals**

An employee required to work three (3) or more hours of overtime shall be provided with a meal allowance of \$20.00 by the Employer. Should an employee work in excess of seven (7) consecutive hours of overtime a second meal allowance shall be provided. The Employer shall allow one-half hour meal break with pay. An additional one-half hour paid meal break will be allowed for each additional three (3) hours of overtime.

#### **17.10 Working Through Meal Break**

Subject to the approval of the Director of Operations and Public Works when an employee works through the designated meal period the employee will be paid for such period at time and one-half and will be provided a thirty-minute meal break upon the completion of such work.

## **Article 18 – Shift Work**

### **18.01 Definition of Shift Work**

In recognition of the undesirable features of shift work, shift premiums shall apply on all shifts in which any hours are worked between 4:00 p.m. and 8:00 a.m. Shift premium shall not apply to any hours worked on the 7:30 a.m. to 4:00 p.m. shift.

Changes to the above shifts can be implemented by the mutual agreement of both parties.

### **18.02 Shift Premium**

Employees shall receive additional compensation for all shift work hours worked at the rate of two dollars and fifty cents (\$2.50) per hour. Shift premium shall not be payable for hours worked between 8:00 am and 4:00 pm or for employees scheduled to work from 7:30 am to 4:00 pm.

### **18.03 Rest Between Change of Shifts**

Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such rest period.

### **18.04 No Split Shifts**

There shall be no split shifts.

## **Article 19 – Holidays**

### **19.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day  
Good Friday  
Easter Monday  
Queen's Birthday  
Discovery Day  
Canada Day  
Labour Day

National Day for Truth and Reconciliation  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
Civic Holiday  
Three floating holidays

In order to qualify for the above-mentioned holidays, the employee must have worked or be on approved leave the regular working day before and the regular working day after the holiday. A minimum of three (3) days' notice, or less, at the discretion of the applicable Department Head, on the Town's approved vacation request form, is required from any employee requesting a floating holiday.

Employees with six (6) months continuous service will be entitled to two (2) floating holidays, after one-year continuous service employees will be entitled to three (3) floating holidays. Scheduling of floating holidays will be scheduled so as to accommodate operational needs. Notwithstanding the forgoing, the employer will make every effort to accommodate employees request for scheduling of floating holidays.

Floating holidays will be included in the maximum vacation carry over as noted in clause 20.09 and will be recorded the same as annual leave (combined carry over of 10 days). Only in special circumstances can an employee's carry over exceed ten (10) days or paid out if unable to be taken.

#### **19.02 Compensation for Holidays Falling on Saturday**

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

#### **19.03 Compensation for Holidays Falling on Sunday**

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

#### **19.04 Compensation for Holidays Falling on Scheduled Day Off**

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

### **Article 20 – Vacations**

#### **20.01 Length of Vacations**

An employee shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

a)	Less than one year	1 ¼ working days for each month
b)	One year or more	15 working days
c)	In the calendar year of the 10th anniversary and each year thereafter	20 working days
d)	In the calendar year of the 15th anniversary and each year thereafter	25 working days
e)	In the calendar year of the 20th anniversary and each year thereafter	30 working days

Temporary employees shall receive vacation pay on a pro rata basis, in an amount equivalent to 2% for each week of vacation that the employee would be entitled to in accordance with the above noted scale, on their gross bi-weekly income and the amount shall be incorporated into their bi-weekly pay cheques. When an employee occupies a temporary position in excess of six (6) months the employee shall have the option of accumulating vacation leave.

#### **20.02 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls on or is observed during an employee's vacation period, an additional day's vacation shall be provided at a time to be mutually agreed.

#### **20.03 Vacation Pay on Termination**

An employee terminating employment at any time during the year and prior to taking vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, provided notice has been provided as outlined in Article 15.04; otherwise, the amount paid shall be the minimum required under government regulations.

#### **20.04 Preference in Vacation**

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

#### **20.05 Vacation Schedules**

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed by the employee and the Employer. Vacations

shall commence immediately following an employee's regularly scheduled days off unless otherwise mutually agreed.

A minimum of three (3) days' notice, or less at the discretion of the applicable Department Head, on the Town's approved vacation request form, is required for any vacation requests not included in the annual May 1st posted vacation list.

#### **20.06 Unbroken Vacation Period**

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

Outside (Manual) - during the months of July and August the minimum number of employees allowed vacation at any one time shall be three (3) for a maximum of three (3) consecutive weeks. Approval of vacation for more than three (3) employees at one time shall be at the discretion of the employer.

Inside (Office) - during the months of July and August the vacation schedule will provide for a minimum of two (2) Clerk Typists remaining in the office. Vacation will be limited to a maximum of three (3) consecutive weeks during this period.

In the event these minimum requirements cannot be maintained management will take the necessary steps to ensure the operational requirements of the Finance and Administration Department are being met.

#### **20.07 Accumulation of Vacation Credits**

An employee shall be eligible to accumulate vacation credits while on paid leave or LTD to a maximum of one (1) year.

An employee shall accumulate vacation credits during leave without pay providing that leave without pay is not in excess of twenty (20) days in total in the calendar year.

#### **20.08 Month of Service**

For the purpose of this Article, "month of service" shall mean any calendar month where the employee is paid at the rate of full salary for not less than 2/3 of the number of working days in that month.

### **20.09 Carry Forward Vacation**

An employee may carry forward to another year a maximum of two (2) weeks of vacation not taken in the current or previous year. Subject to operational requirements, if an employee has carried vacation over, the carry over vacation shall only be scheduled after all other employees have scheduled their vacation.

### **20.10 Payment of Vacation for Employees on Extended Leave**

Any employee on extended sick leave from June 1st to December 31st in any year will have the right upon written request to be paid out the amount of untaken vacation as of December 31st.

### **20.11 Cancellation of Leave**

An employee who is called back to work while on approved leave shall have the leave reinstated. Further the employee shall be reimbursed for all expenses incurred by virtue of the recall subject to submission of all receipt and the employee shall be paid at the rate of time and one-half (1.5x) for all hours worked during the previously approved period of vacation.

## **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, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Worker's Compensation Act.

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

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1 ½) days for each month of service.

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

The unused portion of an employee's sick leave shall accrue to a maximum accumulation of 240 days. When an employee uses the maximum accumulation of accrued sick leave, the employee may exercise the option to access whatever annual leave is accrued or take sick leave without pay.

#### **21.04 Notification of Sick Leave**

Whenever possible, the applicable Director shall be notified of an employee being absent on sick leave at least one (1) hour prior to the scheduled commencement of their workday/shift.

#### **21.05 Proof of Illness**

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

The employer also has the right to request a medical certificate for aggregate in excess of eight (8) occurrences annually and at any time when a pattern seems to be established.

#### **21.06 Sick Leave Records**

Immediately after the close of each calendar year, the Employer shall advise each employee of the amount of sick leave accrued, should the employee request that information.

#### **21.07 Medical Plan**

Effective January 1, 2011 the weekly indemnity plan will be discontinued. The employee will access sick leave benefits in accordance with the provisions of this agreement. In situations whereby an employee is off sick and has exhausted all banked sick leave (up to and including the qualifying period for LTD) they may borrow up to a maximum of two weeks sick leave to cover the qualifying period for Employment Insurance Benefits as long as they retain 10 days vacation until this sick leave has been re-paid.

#### **21.08 Month of Service**

For the purpose of this Article, a month of service shall mean any calendar month where an employee is paid at the rate of full wages for not less than 2/3 of the number of working days in that month.

#### **21.09 Sick Leave**

An employee shall be eligible to accumulate sick leave credits while on paid leave of absence. However, this shall not apply where an employee is on long-term disability.

### **21.10 Sick Leave Accumulation During Unpaid Leave of Absence**

An employee shall be eligible to accumulate sick leave credits while on leave without pay providing that leave without pay is not in excess of twenty (20) days in the calendar year.

### **21.11 Payment of Doctor's Fees**

An employee returning to work from injury or illness that requires an accommodation may be required to have a Functional Abilities Assessment performed by their family physician or by a qualified independent third party and any cost associated with the provision of such an assessment shall be the responsibility of the Employer.

### **21.12 Illness in the Family**

Where no one other than the employee can provide for the needs during illness of a mother, father, spouse or child, or no one other than the employee can accompany their mother, father, spouse, or child to a medical appointment, an employee shall be entitled, after notifying the supervisor, to use a maximum of six (6) accumulated sick leave days per year, subject to verification where appropriate. Any extension of the above noted time period is subject to the Employer's approval.

### **21.13 Medical Appointments**

Employees requesting Sick Leave for Medical appointments shall submit a Sick Leave Request and provide a minimum of three (3) days' notice, whenever possible, prior to the date of the appointment. Completion of the Sick Leave Request will be done after returning from the medical appointment. Exception to this requirement, due to extenuating circumstances, may be approved by the applicable Department Head.

All medical appointments for which Sick Leave has been used will require confirmation of the employee's attendance at such appointments. Any charge for confirmation of attendance at medical appointments will be reimbursed by the Employer upon presentation of a receipt. No reimbursement will be made to employees in the event they do not request confirmation while in attendance and the charge is levied for the fee after the visit.

A deduction shall be made from accumulated sick leave of all time absent for medical appointments.

## **Article 22 – Leave of Absence**

### **22.01 Negotiation Pay Provision**

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. Each member of the Union Bargaining Committee shall be granted a maximum of one-half (½) day without loss of pay and benefits for the purpose of preparing bargaining proposals. The Union shall request such time, in writing, at least five (5) working days prior to the requested leave.

### **22.02 Grievance and Arbitration Pay Provision**

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

### **22.03 Leave of Absence for Union Functions**

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits. This shall be limited to two (2) employees one (1) from inside workers, one (1) from outside workers at any one time and shall be limited to ten (10) person days per year. Leave of absence without pay without loss of benefits shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies. This shall be limited to one employee at any one time.

### **22.04 Paid Bereavement Leave**

- a) An employee shall be granted a minimum of three (3) regularly scheduled consecutive days leave without loss of pay and benefits in the case of death or serious illness of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, former guardian, fiancé, and any relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities. Where burial occurs outside the Burin Peninsula such leave shall also include reasonable travelling time, not to exceed five (5) days in total.
- b) In the case of death of an employee's aunt, uncle, niece or nephew the employee shall be granted one (1) day of leave. Where burial occurs outside the Burin Peninsula such leave shall also include reasonable

travelling time, not to exceed three (3) days in total for aunt, uncle, niece or nephew, with pay providing the employee attends the funeral and provides proof of same if requested.

#### **22.05 Paid Jury or Court Witness Duty Leave**

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

#### **22.06 Education Leave**

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade employment qualifications.

#### **22.07 General Leave**

Subject to operational requirements an employee with more than five (5) years accrued service may be entitled to leave of absence without pay and without loss of accumulated benefits to a maximum of twelve consecutive months. Employees may be entitled to a cumulative maximum of twelve months leave of absence following every subsequent period of five (5) calendar years. An employee requesting leave under this provision shall provide written notice at least thirty (30) calendar days prior to the requested commencement date of the leave. While on a leave of absence, an employee can remain in the pension and group benefits plans, but the employee is responsible for paying the employee share when off or benefits will discontinue.

#### **22.08 Maternity, Parental and Adoption Leave**

- a) **Maternity, Parental, and Adoption Leave as a Right**  
Maternity, Parental and Adoption 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) weeks notice of intention to return to work. Such notice may be given at the commencement of maternity leave. The employee shall continue to accrue service and seniority.

Leave of absence as provided herein shall apply in the event of the necessity of clinical abortion.

- c) **Parental Leave**  
Birth fathers and mothers shall be granted Parental Leave without pay upon written request to the Employer accompanied by written confirmation of birth of the child. Parental Leave shall be up to sixty-one (61) weeks duration and may be taken at any time provided that the leave shall be completed prior to the child's first birthday. The employee shall continue to accrue service and seniority.
- d) **Adoption Leave**  
When an employee seeks leave due to legal adoption, the foregoing provisions shall apply. In cases of adoption the restriction with respect to completing the leave before the child's first birthday shall not apply. The employee shall continue to accrue service and seniority.
- e) **Return to Work**  
On return from any maternity, parental or adoption leave an employee will be classed in the employee's former position or in a position consistent with the seniority provisions of this Agreement if the employee's former position no longer exists.
- f) **Payment of Employee Benefits During Maternity, Parental and Adoption Leave**  
During the period of maternity, parental and/or adoption 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 seventy-eight (78) weeks as long as the employee continues to pay the employee's share for the duration of leave. Prior to proceeding on such leave employees may opt to pay additional premiums to lessen or eliminate the amount payable while on leave.

## **22.09 Family Leave**

- a) i. attend to the needs related to the birth of the employee's child  
ii. attend meetings with school authorities

- iii. attend to needs related to the adoption of a child
- iv. attend to needs related to home or family emergencies
- v. attend the marriage of an employee's child
- vi. attend the post-secondary graduation of the employee's child

shall be awarded up to two (2) days paid family leave in any calendar year.

- b) In order to qualify for family leave, the employee shall:
  - i. provide as much notice to the Employer as is reasonably possible;
  - ii. provide to the Employer valid reasons why such leave is required; and
  - iii. where appropriate, and in particular with respect to (2) and (3) of 22.09 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
  - iv. Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave.
  - v. A temporary employee shall only be granted family leave if the employee reports to work following a recall and subsequently qualified for family leave during the period in which the recall occurred.

An employee shall only be eligible for family leave once the employee has accrued a total of six (6) months cumulative service.

Employees that are employed for less than six (6) months in a calendar year shall only be entitled to one (1) day family leave and employees that are employed in excess of six (6) months in a calendar year shall be entitled to two (2) days family leave.

#### **22.10 Change of Leave**

- a) An employee who is admitted to hospital while on vacation may change the status of his/her leave to sick leave with effect from the date that he/she was admitted to hospital. The remaining vacation leave shall be taken at a time mutually agreed between the employee and the employer.
- b) Any employee who qualifies for bereavement while on vacation shall be granted such leave and be credited with the appropriate number of days to vacation leave to be taken at a time mutually agreed between the employee and the employer.

## **Article 23 – Payment of Wages**

### **23.01 Pay Days**

The Employer shall pay salaries and wages weekly and Friday shall be known as payday. Pay shall be by direct deposit to a bank account designated by each employee. On each payday each employee shall be provided with an itemized statement of wages and deductions. The Employer shall endeavour to have the direct deposit for each employee in their designated bank account by 12.01 AM on payday. The rate of pay for all employees covered by this Agreement shall be as set forth in Schedule "A" attached hereto. The Employer will endeavour to have an itemized statement of wages and deductions available prior to the end of the day/shift on the evening immediately before payday.

### **23.02 Equal Pay for Equal Work**

Employees shall receive equal pay for equal work, regardless of gender.

### **23.03 Pay of Temporary Transfers, Higher Rated job**

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

### **23.04 Pay on Temporary Transfer, Lower Rated job**

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

### **23.05 Vacation Pay**

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

### **23.06 Mechanic's Tools**

Any employee hired in the classification of Mechanic shall be required to provide normal hand tools for the performance of the work with the exception of ¾" drive tools which shall be provided by the Employer and replaced as needed.

### **23.07 Electricians Tools**

Any employee hired in the classification of Electrician shall have any personal tools that may be damaged while performing their duties replaced by the Employer.

### **23.08 Severance Pay**

An employee who has ten (10) or more years of employment with the Employer is entitled to be paid severance pay, pro-rated based on the employee's completed years of service, upon termination of employment due to retirement, disability, death, resignation or layoff, to a maximum of twenty (20) weeks pay.

For employees on the seniority list as of Jan 1, 1998, the twenty (20) week cap shall not apply where the employee had more than twenty (20) years service as of that date. In this case the severance shall be capped at the service as of Jan 1, 1998.

## **Article 24 – Job Classification and Reclassification**

### **24.01 Job Descriptions**

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent within eight (8) weeks of the signing of this Agreement. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within 30 days.

### **24.02 Changes in Classifications**

Where a dispute arises over whether an employee is correctly classified, both parties shall meet and attempt to resolve the matter. If the parties are unable to agree on the proper classification, either party may refer the dispute to arbitration.

Where a position not covered by Appendix "A" is established during the life of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the rate of pay for the job in question cannot be agreed upon, either party may refer the dispute to arbitration. The new rate shall become effective at the time the position was first filled by the employee.

## **Article 25 – Workers' Compensation**

### **25.01 Workers' Compensation**

a) Continuation of Pay

While off on Workers' Compensation, an employee shall be advanced an amount of money equal to the estimated earnings to be received from WHSCC, less applicable deductions, but shall authorize the Employer to receive the funds from WHSCC. Should the WHSCC claim be denied, the Employer shall recover the monies paid out, through deduction from the Employee's Sick Leave bank. In the event this bank has been depleted, the Employer may recover this amount through any outstanding payment due to the employee.

b) Accumulation of Benefits

While on Workers' Compensation an employee shall continue to accumulate sick leave, vacation, paid holidays, floaters, service pay and severance pay for one continuous year at the same rate as if the employee had not been injured. (Subject to conforming to legislation)

d) Benefit Premiums and Pension Contributions

While in receipt of workers' compensation benefits, an employee shall remain eligible for participation in the Employer's Benefits and Pension Plans provided the employee continues to pay the employee's portion of the associated premiums and contributions.

## **Article 26 – Health and Safety**

### **26.01 Cooperation on Safety**

The Union and the Employer shall cooperate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

### **26.02 Union-Employer Health and Safety Committee**

A Health and Safety Committee(s) shall be established in accordance with the provisions of the Occupational Health and Safety Act and Regulation. Each Committee shall be composed of an equal number of Union and Employer

representatives, but with a minimum of two Union members, appointed by the Union, and two Employer representatives. The Health and Safety Committee shall hold meetings quarterly, or more often if requested by either the Union or the Employer co-chair for jointly considering, monitoring, inspecting, investigating accidents, reviewing health and safety conditions and practices and performing such other duties as may be required under the Act and Regulations. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. Meetings shall be held during normal working hours and employees shall suffer no loss of pay or benefits for time spent in performing their duties under the Act.

#### **26.03 Health and Safety Committee Pay Provision**

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this agreement. Time spent by members of the Committee shall not exceed that as provided in Article 26.02.

#### **26.04 Health and Safety Clothing, Tools and Equipment**

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools and protective equipment as prescribed by the Provincial Health and Safety Legislation. These shall be maintained and replaced, where necessary, at the Employer's expense.

#### **26.05 Compliance with Health and Safety Legislation**

The Employer shall comply with all applicable federal, provincial, and municipal health and safety legislation and regulations. All standards under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union-Employer Health and Safety Committee.

#### **26.06 Disclosure of Information**

The Employer recognizes the need for disclosure of information on the identification of all the biological agents, compounds, substances, by-products and physical hazards associated with the environment. In order to provide maximum protection to its employees, the Employer will co-operate with the Health and Safety committee in an effort to disclose all information that the Committee deems necessary.

#### **26.07 Safety and Health Records, Reports and Data**

The Employer shall provide the Union all accident reports and other health and safety records in the possession of the Employer, including records, reports and

data provided to and by the Worker's Compensation Board and other government departments and agencies.

#### **26.08 Access to the Workplace**

Union staff or Union health and safety advisors or consultants shall be provided access to the workplace if required to attend Health and Safety Committee meetings, or for inspecting, investigating, or monitoring the workplace.

#### **26.09 Time Off for Health and Safety Training**

Union members of the Health and Safety Committee shall be entitled to a maximum of five (5) person days per year off from work with no loss of seniority or earnings to attend seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters.

#### **26.10 Right to Refuse and No Disciplinary Action**

No employee shall be discharged, penalized, or disciplined for refusing to work on a job or in any workplace or to operate any equipment where there is reasonable grounds to believe that it would be unsafe or unhealthy to an employee, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial, or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. Where action has been taken by a worker to exercise the right to refuse to work under the Occupational Health and Safety Act, the Employer shall not assign any other worker to perform those duties unless the substitute worker has been informed of the prior refusal and the reason for that refusal.

#### **26.11 Proper Training**

No employee shall be required to work on any job or operate any piece of equipment until proper training and instructions have been provided.

#### **26.12 Union Health and Safety Committee**

In order to promote the occupational health and safety of employees, the Employer acknowledges the right of the Union to establish a Health and Safety Committee and appoint Health and Safety Representatives in each Department. The Union shall notify the Employer in writing of the names of each Representative and the department(s) represented by each. Union Health and Safety Representatives shall have the right to participate in the monitoring of the workplace and to accompany government inspectors on inspection tours.

### **26.13 Health and Safety Expenditure Fund**

The Employer agrees to contribute \$0.02 for each regularly scheduled hour worked by each employee in the bargaining unit to a special Health and Safety Fund to be administered and used by the Union to promote the occupational health and safety of employees.

### **26.14 Injury Pay Provision**

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

### **26.15 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

### **26.16 Health and Safety Grievance**

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and steps 1 and 2 of the grievance procedure may be by-passed.

### **26.17 Early and Safe Return to Work**

The parties agree that it follow early and safe return to work provisions of the Worker's Compensation Act and may also apply similar provisions to an employee returning to work from sick leave in excess of three (3) months.

### **26.18 First Aid Kits**

A First Aid Kit shall be supplied by the employer to each mobile unit of the employer, in washrooms, and in other appropriate locations of the employer.

### **26.19 Covered Trucks**

All trucks used for transportation of employees shall be covered and heated.

## **26.20 Excavation Work**

When workers are employed in excavation work in excavations to a depth of thirty (30) inches or greater, there shall be a worker assigned on the surface of the ground to ensure the safety of employees engaged in the trench and to assist in the carrying out of the work.

## **Article 27 – Pension and Benefits**

### **27.01 Pension Plan**

The Employer agrees to provide permanent employees with a pension plan provided through Municipalities Newfoundland and Labrador's pension plan provider(s) as established by TRIO, or any successor groups acting on its behalf. The terms and conditions of the pension plan are as outlined by the plan provider and the options chosen are as established or as jointly negotiated between the employer and the Union through the establishment of a Joint Insurance, Pension and Benefits Committee. Pension benefits are subject to the limits and requirements of the Newfoundland and Labrador Pension Benefits Act and the Income Tax Act (Canada).

### **27.02 Pension Plan Contribution Formula**

The contribution formula for the employee pension plan will be cost shared on a 50/50 basis between the employer and the employees, and the employer shall remit the required deductions on behalf of all qualified employees. The unfunded liability special payment will continue to be paid 100% by the employer.

### **27.03 Group Insurance and Health Plan**

The Employer shall provide employees with a Group Insurance and Health Plan provided through Municipalities Newfoundland and Labrador's group insurance and health provider(s) as established by TRIO, or any successor groups acting on its behalf. This plan will be provided to all Employees who have successfully completed probation. The benefits and conditions of the health plan are as established or as jointly negotiated between the Employer and the Union. The cost-share of these benefits shall be 2/3 – Employer and 1/3 Employee of premiums.

### **27.04 Group Insurance, Pensions and Benefits**

#### **Establishment of Committee**

All matters pertaining to Employee Benefits and the Pension Plan shall be referred to the Labour Management Committee.

## **Article 28 – Job Security**

### **28.01 Restriction on Contracting Out**

In order to provide job security for members of the bargaining unit, it is agreed that any services currently provided by members of CUPE Local 1896 will not be contracted out in such a way as to result in lay-off or termination of any employee having seniority under the terms of this agreement with the exception of circumstances that may be beyond the Employer's control (such as the implementation of a Regional Waste Management Authority). In such instances the Employer and Union agrees to enter into discussions with such an Authority to have current Town employees that may be adversely affected provided with employment with such an Authority.

### **28.02 Amalgamation, Regionalization and Merger Protection**

In the event that the Employer merges or amalgamates with any other body, the Employer will make every reasonable attempt to protect the positions, wages and rights of its unionized employees under any new employee working agreements or merger agreements.

## **Article 29 – General Conditions**

### **29.01 Bulletin Boards**

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

## **Article 30 – General**

### **30.01 No Strikes or Lockouts**

The Union and the Employer agree that there shall be no strikes and no lockouts during the term of this Agreement.

### **30.02 Protective Clothing**

As needed, but not more than once in a calendar year, and between January 1 and February 28 in each year, the Employer shall supply to each employee (and upon completion of three (3) months service to each new employee) protective and safety clothing as follows: one (1) pair of safety rubbers, two (2) pairs of

coveralls, two (2) pairs of gloves, one (1) rubber suit, one (1) hard hat. Items shall be replaced that have been damaged as the result of performing duties. This clause does not apply to office staff. Damaged items shall be returned to the employer at the time of replacement.

The Employer agrees to provide two (2) pairs of coveralls (mechanics – four (4) pairs of coveralls) on a calendar year basis.

Temporary employees shall only be eligible for a second or subsequent issue of clothing upon completion of each twelve (12) months of cumulative service.

Eligible employees shall be provided with a purchase order by the employer for the purchase of safety footwear to a maximum of \$200 per calendar year. Employees shall be required to provide receipts for such purchases.

Where applicable all Public Works employees requiring prescription eyewear shall be provided with up to \$100 every two years towards the cost of prescription safety glasses upon providing a receipt.

The Water Treatment Plant Operator and applicable Public Works employees that are required to fill-in in the absence of the WTPO shall be provided with up to \$100 every two years towards the cost of a protective face shield with prescription lenses upon providing a receipt.

Employees assigned to work with live sewer shall be provided with disposable coveralls when so assigned.

### **30.03 Lockers**

The Employer shall provide lockers at the Municipal Depot for use by employees.

## **Article 31 – Term of Agreement**

### **31.01 Duration**

This Agreement shall be binding and remain into effect from January 1, 2023 to December 31, 2026, and shall continue from year to year thereafter unless either party gives to the other party notice in writing in the period one hundred and eighty (180) days prior to December 31, 2026 or the 31st day of December of subsequent years.


### **31.02 Changes in Agreement**

The Letters of Understanding appended to this Agreement form part of the Agreement and any future changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

## Signing Page


Signed on this 18<sup>th</sup> day of April 2023 in the province of Newfoundland and Labrador.

Signed on behalf of the Canadian Union of Public Employees Local 1896:

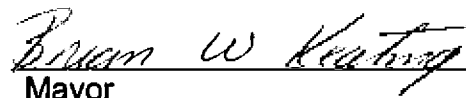
  
\_\_\_\_\_  
President, Local 1896


  
\_\_\_\_\_  
Bargaining Committee Member

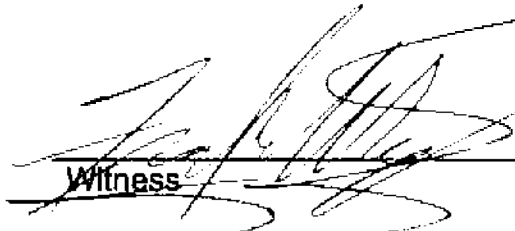
  
\_\_\_\_\_  
Bargaining Committee Member

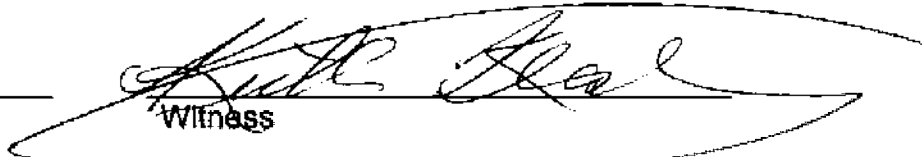
  
\_\_\_\_\_  
Witness

Signed on behalf of the Town of Marystown:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

## Schedule A

### Rates of Pay

CLASSIFICATION	Current	Jan 1/23	Jan 1/24	Jan 1/25	Jan 1/26
Labourer	24.51	25.25	25.75	26.52	27.05
Sanitation Worker	24.88	25.63	26.14	26.92	27.46
Waste Disp. Operator	27.66	28.49	29.06	29.93	30.53
Truck Driver	26.33	27.12	27.66	28.49	29.06
Maintenance	27.29	28.11	28.67	29.53	30.12
Maintenance/Operator	28.54	29.40	29.98	30.88	31.50
Foreperson/Lead Hand	32.27	33.24	33.90	34.92	35.62
Admin Clerk Operator 35hr	29.53	30.42	31.02	31.95	32.59
Mechanic	29.92	30.82	31.43	32.38	33.02
Mechanic Helper	28.88	29.75	30.34	31.25	31.88
Clerk Typist I	24.06	24.78	25.28	26.04	26.56
Clerk Typist II	27.18	28.00	28.56	29.41	30.00
Water Treatment Operator	31.10	32.03	32.67	33.65	34.33
Electrician	29.92	30.82	31.43	32.38	33.02

Note 1: A premium of \$5.00 per hour shall be paid to employees who are required to work in live sewers. Live Sewer Premium does not apply to the excavator/backhoe operator, truckdriver or flag-persons, unless they and/or their equipment becomes contaminated with live sewer.

## **Schedule B**

- a) Chief Administrative Officer
- b) Town Clerk
- c) Town Engineer
- d) Director of Finance and Administration
- e) Director of Operations and Public Works
- f) Director of Planning and Development Control
- g) Manager of Emergency Operations, Health and Safety and Fire Chief
- h) Executive Clerk
- i) Administrative Assistant
- j) Director of Recreation and Community Services
- k) Arena Staff
- l) Recreation Staff
- m) Manager of Outside Operations

# Letter of Understanding #1 Federally Sponsored Programs

## LETTER OF UNDERSTANDING #1

### Federally Sponsored Programs

It is understood and agreed that the Collective Agreement between the Town of Marystown and the Canadian Union of Public Employees Local 1896 does not apply to persons employed to work on Federally and Provincially sponsored programs.

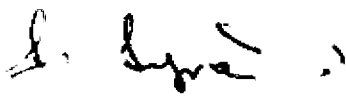
It is further understood and agreed that Union members who are on lay-off shall have first recall rights to work on Capital Works Projects that are cost-shared by the Town, and these persons only shall be covered under the terms of the Collective Agreement between the parties.


This letter to form part of the Collective Agreement between the parties effective January 1, 2020 to December 31, 2022.

Dated at Marystown, this 22<sup>nd</sup> day of May 2020.

For the Employer:


For the Union:

  
\_\_\_\_\_  
Mayor


  
\_\_\_\_\_  
President

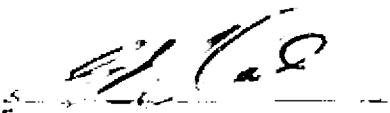
  
\_\_\_\_\_  
Chief Administrative Officer (Acting)

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

**Letter of Understanding #2  
Capital Works Project**

**LETTER OF UNDERSTANDING #2**

**Capital Works Projects**

It is understood between the parties that bargaining unit members who are transferred to Capital Projects shall remain in the bargaining unit and retain the rights to which they would otherwise be entitled under the Collective Agreement except Article 17, Overtime.

The working week to consist of twelve (12) hours per day, five (5) days per week, while daylight hours permit, after which the work week will consist of six (6) days.

It is also understood that projects undertaken on an accounts receivable basis which employ persons not normally employed by the Town, shall not be subject to the terms of the Collective Agreement.

Should a statutory holiday occur, as per Article 19.01 of the Collective Agreement, during a Capital Project, scheduled employees will be paid in accordance with the provisions of the Labour Standards Act.

The letter forms part of the Collective Agreement between the parties effective January 1, 2020 to December 31, 2022.

Dated at Marystown, this 22<sup>nd</sup> day of May, 2020.

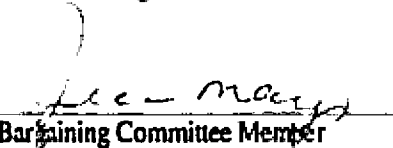
For the Employer:

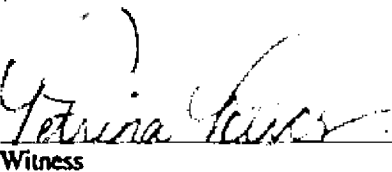
For the Union:

  
\_\_\_\_\_  
Mayor

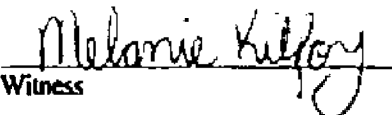
  
\_\_\_\_\_  
President

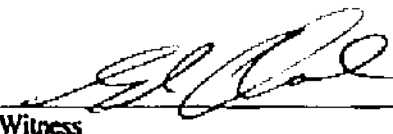
  
\_\_\_\_\_  
Chief Administrative Officer (Acting)

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

**Letter of Understanding #3  
Benefits for Retirees**

**LETTER OF UNDERSTANDING #3**

**Benefits for Retirees**

The Employer agrees to extend health benefits for retirees up to Age 70 in accordance with the MNL benefit plan subject to the following conditions and based on the following cost shared basis:

- (a) 5 years of cost share after retirement to maximum age of 70. Employees that retire prior to age 65 can opt to maintain coverage beyond five years subject to paying 100% of premiums up to age 70.
- (b) 10 Years of Cumulative Service with The Employer - 25% Employer/75% Employee  
15 Years of Cumulative Service with The Employer - 35% Employer/65% Employee  
20 Years of Cumulative Service with The Employer - 50% Employer/50% Employee

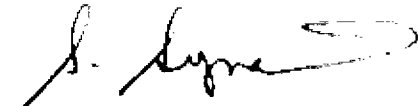
This will be based on worked service and not on pensionable service and will apply to future retirees currently employed by the Town and hired prior to December 31, 2010 and current retirees shall continue to be eligible subject to the provisions at their respective time of retirement.

For employees hired after December 31, 2010 this benefit will not apply. However, these employees may opt to maintain coverage after retirement to age 70 subject to paying 100% of the cost of premiums.

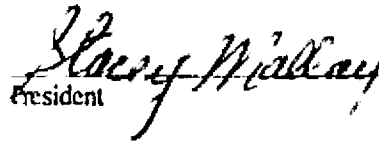
Dated at Marystown, this 22<sup>nd</sup> day of May, 2020.

For the Employer:

For the Union:



Mayor



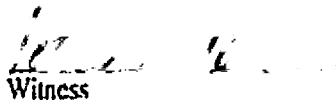
President



Chief Administrative Officer (Acting)



Bargaining Committee Member



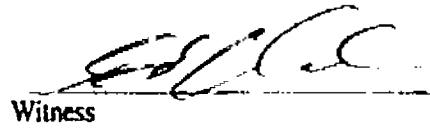
Witness



Bargaining Committee Member



Witness



Witness