

COLLECTIVE AGREEMENT

BETWEEN

BOTWOOD
"EN AVANT"

THE TOWN OF BOTWOOD
Party of the First Part:

AND

CUPE / Canadian Union
of Public Employees

LOCAL 1349-03
Party of the Second Part

EFFECTIVE JUNE 1, 2023 TO MAY 31, 2026

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Article 1 – Preamble

1.01 Purpose

WHEREAS it is the desire of both parties to this Agreement:

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

1.02 Collective Agreement

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

NOW, THEREFORE, the parties agree as follows:

Article 2 – Recognition

2.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent in respect to rates of pay, hours of work and all other conditions of employment for all employees coming within the Bargaining Unit in respect of which the Union was certified as Bargaining Agent by an Order of the Newfoundland Labour Relations Board issued by the Board the 17th day of May 1978.

2.02 Exclusions

NOW, THEREFORE, it is hereby ordered by the Labour Relations Board that Canadian Union of Public Employees Local 1349 be, and it is hereby certified to be, the Bargaining Agent for a unit of employees of the Town of Botwood comprising all employees save and except Town Manager, Town Clerk/Treasurer, Engineer/Works Superintendent, Office Staff, Non-working Foreperson and all those above the rank of non-working Foreperson.

2.03 Work of the Bargaining Unit

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

2.04 No Other Agreements

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

Article 3 – No Discrimination

3.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation sex or marital status, family relationship, nor by reason of their membership or activity in the Union.

Article 4 – Union Security

4.01 All Employees to be Members

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

4.02 Hiring of Non-Union Employees on Government Make Work Projects

Council appreciates the co-operation of C.U.P.E. in the past with respect to the hiring of non-union employees on government make work projects. Council is prepared to give every reasonable assurance that hiring on government funded projects where possible will be done at a time when union employees are employed and will not engage workers on these projects in work normally done by union employees while union employees are on layoff. Council agrees to notify

the union when personnel are to be engaged under government funded projects. This advice will cover the number of people engaged, the nature and location of the projects to be undertaken.

Notwithstanding the foregoing it is agreed that management reserves the right to employ workers under government grants to perform work which is not normally performed by union members.

4.03 Guarantee of Work

The Town agrees that the five senior men in the bargaining unit shall not have their regular hours of work reduced during the term of this agreement. The number of bargaining unit employees will not be reduced below six (6) full-time permanent workers.

Article 5 – Check-Off of Union Dues

5.01 Check-Off Payments

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

5.02 Deductions

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

5.03 Dues Receipt

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

Article 6 – The Employer and the Union Shall Acquaint New Employees

6.01 New Employees

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

6.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Unit Chairperson or Representative. The Unit Chairperson or Representative will provide them with a copy of the Collective Agreement.

Article 7 - Correspondence

7.01 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Town Manager and the CUPE Representative with copies to the Recording Secretary of the Local and the Botwood Unit Chairperson. Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Council which affect the members of this Union are:

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

Article 8 – Labour Management Committee

8.01 Establishment of Committee

A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

8.02 Function of Committee

The Committee shall concern itself with the following general matters:

1. considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
2. improving and extending services to the public.
3. promoting safety and sanitary practices.
4. reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
5. correcting conditions causing grievances and misunderstandings.

8.03 Meetings of Committee

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

8.04 Chairperson of the Meeting

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

8.05 Minutes of Meeting

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

8.06 Jurisdiction of Committee

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

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

Article 9 – Labour Management Bargaining Relations

9.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

9.03 Function of the Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

9.04 Representative of Canadian Union

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

9.05 Meetings of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

9.06 Time Off for Meeting

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

9.07 Technical Information

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

Article 10 – Management Rights

10.01 Management Rights

The Union acknowledges that it is exclusively the function of the Council to:

1. Maintain order, discipline and efficiency, and
2. Hire, direct, classify, transfer, promote, and for just cause only to demote, lay-off, discharge, suspend or discipline employees subject to the provisions of this Agreement.
3. Put into effect and enforce reasonable rules and regulations not inconsistent with the provisions of this Agreement governing the conduct of employees.

Article 11 – Grievance Procedure

It is understood that where the words "Union Grievance Committee", "Lead Steward" and "Steward" are used they apply as follows: Union Grievance Committee is comprised of the Unit Chairperson and the Steward is the Assistant Unit Chairperson.

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards.

The Steward shall assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

11.02 Names of Stewards

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

11.03 Grievance Committee

The Stewards selected shall constitute the Grievance Committee.

11.04 Permission to Leave Work

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

11.05 Definition of Grievance

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

11.06 Settling of Grievances

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

STEP 1 The aggrieved employee(s) will submit the grievance to their Steward. If the Steward considers the grievance to be justified, they will first seek to settle the dispute with the Works Superintendent, who shall render their decision within four (4) working days after receipt of such notice.

- STEP 2** Failing settlement being reached in Step 1, the Shop Steward will submit the grievance to the Town Manager who shall render their decision within four (4) working days after receipt of such notice.
- STEP 3** Failing settlement being reached in Step 2, the Shop Steward will submit the written grievance to Council which shall render its decision within five (5) working days after receipt of such notice.
- STEP 4** Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

11.07 Policy Grievance

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

11.08 Union May Institute Grievances

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

11.09 Grievance on Safety

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

11.10 Replies in Writing

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

11.11 Facilities for Grievances

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

11.12 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.

11.13 Failure to Act Within Time Limits

The time limits set in the grievance procedure may be changed by mutual agreement and any mutually agreed changes shall not be deemed to have prejudiced a grievor's position in arbitration.

11.14 Technical Objection to Grievances

No grievance shall be defeated by any formal or technical objections and the Arbitration Board 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 the giving of a decision according to equitable principles and the justice of the case.

11.15 Expedited Arbitration

Subject to agreement of both parties, a form of expedited arbitration 1 or 2 may be used following Step 4 of the Grievance Procedure. The particulars are as follows:

Expedited 1

1. In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief only detailing the arguments of the respective parties to a single arbitrator within fifteen (15) calendar days of the written response of the Mayor and Councillors in Step 4 of the Grievance Procedure.
2. The single arbitrator must be agreed to by both parties within seven (7) calendar days of the Mayor and Councillors written response and the appointed arbitrator must be willing to render a verbal decision within two (2) calendar days following receipt of the written brief from each party.
3. Decisions will be non precedental and without prejudice for any subsequent grievance of a similar nature.

Expedited 2

1. In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief and present oral arguments to a single arbitrator within twenty (20) calendar days of the written response of the Mayor and Councillors in Step 4 of the grievance procedure.
2. The single arbitrator must be agreed to by both parties within seven (7) calendar days of the Mayor and Councillor's written response and the appointed arbitrator must be willing to render a written decision within ten

(10) calendar days following presentation of written briefs and oral arguments of each party.

3. The single arbitrator may, for the purpose of their clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the arbitrator.

Both parties retain access to the complete arbitration process as described in Article 12 of the Collective Agreement where they do not wish to implement expedited arbitration 1 or 2.

Decisions of the arbitrator will be binding on both parties within the guidelines of the Newfoundland Labour Relations Act. Cost will be shared on a 50/50 basis.

Article 12 – Arbitration

12.01 Composition of Board of Arbitration

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

12.02 Failure to Appoint

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

12.03 Board Procedure

The Board shall determine its own procedure but shall follow a lay person's procedure as much as possible, giving full opportunity to all parties to present evidence and make representations, and render a decision within fifteen (15) days from the time the Chairperson is appointed, the said decision to be binding upon both parties to this agreement.

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. Unless notice of appeal is given by either party within thirty (30) days to a court of law, the decision of the Board of Arbitration shall be final, binding and enforceable on all parties.

The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

12.05 Disagreement on Decision

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

12.06 Expenses of the Board

Each party shall pay:

1. The fees and expenses of the arbitrator it appoints;
2. One-half of the fees and expenses of the Chairperson.

12.07 Amending of Time Limits

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

12.08 Witness

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

Article 13 – Discharge, Suspension and Discipline

13.01 Warnings

Whenever the Employer deems it 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 their work up to a required standard by a given date, the Employer shall, within five (5) working days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

13.02 Discharge Procedure

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

Cause for Immediate Dismissal or Other Disciplinary Action:

1. Bringing intoxicants on the job
2. Reporting for duty under the influence of intoxicants
3. Leaving place of work without permission
4. Deliberate removal or destruction of the Town's property
5. Disobedience
6. Disorderly conduct
7. Neglect of duty
8. Dishonesty
9. Sleeping on duty
10. Failure to comply with safety regulations
11. Repeated late reporting for work.

Nothing contained in these rules shall be deemed to restrain or limit the Town's right to discharge employees for just cause.

13.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

13.04 Crossing of Picket Lines During Strike

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

13.05 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning their work within five (5) working days of the event of the complaint with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed such expression of dissatisfaction shall not become part of their record for use against them at any time. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to their work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

The record of an employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

Article 14 – Seniority

14.01 Seniority Defined

Seniority is defined as the length of service in the Bargaining Unit with the Town of Botwood, accumulated from the date upon which the employees service commenced. Subject to Article 5 all new employees shall pay union dues from the date they are hired.

14.02 Seniority List

The Employer shall maintain three (3) seniority lists, one (1) for Public Works and one (1) for Parks and Recreation and one (1) for Waste Management showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

14.03 Loss of Seniority

An employee shall only lose their seniority in the event:

1. They are discharged for just cause and is not reinstated.
2. They resign in writing.
3. They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address. An employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work.
4. They are laid off for a period longer than eighteen (18) months.

14.04 Transfers and Seniority Outside Bargaining Unit

Notwithstanding Article 14.01, no employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain and accumulate their seniority up to a maximum of one year from the date of leaving the unit. An employee shall have the right to return to a position in the bargaining unit during this period. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

Article 15 – Promotions and Staff Changes

15.01 Job Postings

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

15.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or

range. Such qualifications may not be established in an arbitrary or discriminatory manner. All Job Postings shall state "This position is open to all applicants".

15.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

1. The principle of promotion within the service of the Employer.
2. That job opportunity should increase in proportion to length of service.
Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02.

15.04 Trial Period

The successful applicant shall be placed on trial for a period of two months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

The trial period may be extended by mutual agreement between the Union and the Employer.

15.05 Promotions Requiring Higher Qualifications

Lack of qualifications may not exclude a senior employee from consideration for promotion should the individual be prepared to obtain all required qualifications in a time that is satisfactory to the Employer. Such employee may be given a trial period to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

Subject to Article 14.02, employees shall have the right to bump within their respective seniority list and shall also have the right to use their seniority to apply for a position on the other seniority list provided they have sufficient qualifications to do the job.

15.06 Notification to Employee and Union

The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

15.07 Workers with Disability Provision

A permanent employee through injury, illness or advancing years who is unable to perform their normal duties shall be provided with alternate suitable employment if such work is available. Such employee shall not displace an employee with more seniority. It is the right of management to determine suitable employment.

15.08 On-the-Job Training

Employees of the bargaining unit shall be given the opportunity to receive any on-the-job training as deemed appropriate and necessary by the employer. Such training shall be allocated according to seniority, regular job duties, and need as identified by the employer.

15.09 Off-the-Job Training

Employees of the bargaining unit may from time to time be given the opportunity to undergo off-the-job training to upgrade their qualification and skills. Such training shall be allocated according to seniority, regular job duties and need as identified by the employer. Council will undertake to pay for the cost of textbooks, course fees, travel and accommodations. Salary will only be paid if the training is required during normal working hours. Employees taking such upgrading courses will be given preference over employees not on course or not qualified when promotions are considered. The employer shall provide leave of absence to any employee who wishes to upgrade their skills in order to qualify for a vacant position. Upon completion of such training the employee shall be awarded the position for which they applied for, and or applies for following completion of such training.

Article 16 – Layoffs and Recalls

16.01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority provided that those employees being retained have sufficient qualifications to perform the work required.

16.02 Recall Procedure

Employees shall be recalled in the order of their seniority provided that those employees being recalled have sufficient qualifications to perform the work required.

16.03 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall. provided that those eligible to be recalled have sufficient qualifications to perform the work required.

16.04 Advance Notice of Layoffs

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

16.05 Grievances on Layoffs and Recalls

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

Article 17 – Hours of Work

17.01 Hours (May 1st to December 14th)

The normal work week for Public Works shall consist of five (5) eight (8) hour days from Monday to Friday inclusive, for a total of forty (40) hours per week. The normal day shall not commence before 8 a.m. nor finish later than 4 p.m. No eight (8) hour shift shall be spread over a period longer than eight (8) hours and shall include a paid twenty (20) minute lunch period which shall commence at the beginning of the fifth hour in all shifts. Where possible, the lunch period will be taken at the job site.

17.02 Hours of Work (Parks and Recreation, Waste Management, General Labour Positions)

The hours of work for Parks and Recreation, Waste Management, General Labour (including temporary/part-time/call-in positions), shall be the hours dictated by the need/public demand and scheduled by the employer in conjunction with the employee(s). During the operation of the Arena, employees are to work 40 hours per week before overtime is paid. Operation of the waste transfer site and other required work may be scheduled as regular work for weekends. All hours worked outside the operation of the arena shall be subject to Article 18.

17.03 Shift Work

The Employer recognizes the Union's desire to keep shift work to the usual shift periods, that is 8:00 a.m. – 4:00 p.m.; 4:00 p.m. – 12:00 midnight; and midnight to 8 a.m. This, however, is not always possible given the scope of the services provided by the Employer, especially in regard to snow clearing. Therefore, the Employer has the right to establish shifts. The Employer assures the Union that insofar as is possible the usual shift periods will be observed and advance notice will be given prior to the establishment of a new shift. When a new shift is established, employees working the new shift shall not work beyond eight (8) hours while regular shift employees are available.

17.04 Minimum Hours

Seasonal employees requested to work will get pay at the regular rate with a minimum of four (4) hours regular pay.

17.05 Shift Premium

Employees whose scheduled shifts require them to work hours that fall between 5 pm and 8 am the following day will receive a shift differential of \$1.00 per hour. This premium will not apply to employees who are in receipt of overtime hours.

17.06 Break Period

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift. Where possible, the rest period will be taken at the job site. The existing practice of employees working 8:00 a.m. to 4:00 p.m. with a 10 minute rest period in the first half of the shift and a 20 minute paid lunch break shall continue for the life of this agreement.

17.07 Union Meeting Night

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

Article 18 – Overtime

18.01 Overtime Defined

Hours worked in excess of eight hours per day or forty hours per week or on a holiday shall be considered as overtime. Overtime for Parks and Recreation Waste Management, General Labour shall be subject to Article 17.03.

18.02 Overtime Rates – Public Works (Permanent Full-Time Employees)

Overtime rates shall apply for work as follows:

1. On a regular work day - time and one-half for all time worked in excess of eight (8) hours in a shift.
2. Time and one-half for all hours worked on Saturday and the first eight (8) hours worked on Sunday. Double time for all hours worked in excess of eight (8) hours on Sunday.
3. Statutory Holidays - double time; or straight time plus another day off with pay at a time mutually agreeable between the employee and the Employer.

18.03 No Layoff to Compensate for Overtime

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

18.04 Minimum Call Back Time

A full-time employee who is called in and required to work outside their regular working hours shall be paid for a minimum of 2.7 hours at time and one-half. If the employee works more than 2.7 hours, they shall be paid time and one-half for all remaining hours.

An unscheduled part-time or seasonal employee called in to work shall be paid a minimum of four (4) hours at the regular rate. Time and one-half shall apply for any hours worked in excess of eight (8) hours per day.

18.05 Request to Work Overtime

When overtime is required employees on time off shall be called in the order of their seniority provided that those employees called have sufficient qualifications to perform the work required. However, if a worker shall decline to work overtime, the employer shall have the right to ask the next senior qualified employee to perform the work.

18.06 Live Sewer Premium

Employees required to work in live sewers shall receive double time their regular rate for all sewer work done. Employees who are required to work in live sewers on Sunday and Statutory Holidays shall receive double time and one-half their rate of pay for all hours worked. A minimum of one (1) hour shall be paid for sewer work. Two employees will perform all work done in live sewers.

18.07 Sharing of Overtime

- a) Overtime shall be shared equally among full time employees, except the Foreperson or designate, who will equally share overtime with one another, provided that those employees have sufficient qualifications to perform the work required.
- b) An employee who is unavailable for overtime, unable to accept overtime or declines overtime shall be considered as having worked the overtime and it shall be recorded as such as per Article 18.09(c).
- c) The Employer shall maintain up to date records of all overtime hours. For this purpose, the record period shall be the calendar year unless otherwise mutually agreed between the local Union and the Employer. The records shall be made accessible to employees on a quarterly basis. The number of hours recorded as overtime hours shall be equal to the applicable overtime rate times the hours worked by the employee who accepted the overtime.

18.08 Time Off in Lieu

Employees shall be permitted to bank overtime to a maximum eighty (80) hours, on a calendar year basis, for use at a later date as time off, or if time off is not taken employees can receive a payout of banked overtime. Requests for payment must be submitted in time for payroll to process on the normal payday. All accumulated time off must be used, scheduled to be used or paid out by the end

of December unless mutually agreed otherwise. Annual Leave will be granted ahead of lieu time should a conflict arise.

Article 19 – Holidays

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Remembrance Day
Good Friday	Christmas Day
Christmas Eve Day	Boxing Day
Commonwealth Day	June Holiday
2 Bonus Days	Labour Day
National Day for Truth and Reconciliation	

Plus 1 civic holiday as proclaimed by the Town.

Plus any other day proclaimed by the Provincial Government.

A half day leave with pay may be granted on New Year's Eve Day to each employee. These holidays are not to be considered as statutory holidays and will only be granted if all work for that particular day is completed.

19.02 Holiday Falling on Regular Day Off

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

19.03 Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal days pay. Employees who are required to work shall be paid in accordance with Article 18.02.

19.04 Seasonal Employees

Any seasonal employee who has worked one week shall be entitled to a full days pay for the aforementioned holidays provided that such an employee worked on the day preceding the holiday and the first working day after the holiday. Absence

because of illness or other just cause on the day preceding the holiday or the first working day after the holiday will not result in the loss of holiday pay.

Article 20 – Vacations

20.01 Length of Vacations

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

Less than one year	- 6%
1-5 years	- 3 weeks
6-10 years	- 4 weeks
11-20 years	- 5 weeks
20 years & over	- 6 weeks

Seasonal and part time employees shall receive annual vacation with pay on a pro-rata basis.

20.02 Compensation for Holidays Falling Within Vacation Schedule

An employee shall receive an additional days paid vacation for each paid holiday that occurs during their vacation period.

20.03 Vacation Schedule

The schedule of vacation periods for all employees shall be compiled and posted before April 30th in each year.

20.04 Vacation Pay on Termination

Vacation shall be deemed an earned benefit and on termination of employment an employee shall receive all vacation pay due them in accordance with the table of vacation credits set forth in Section 20.01 of this Article. Part-time employees may be paid vacation pay weekly at their request.

20.05 Vacation Period

The vacation period shall commence Monday morning at 8:00 a.m. and terminate on Monday at 8:00 a.m.

20.06 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave during their period of vacation, provided the sick leave is documented, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

20.07 Vacation Accumulation for Seasonal and Part-Time Employees

Employees hired on a part-time/seasonal basis shall receive paid vacation pay on a pro rata basis.

Article 21 – Sick Leave Provisions

21.01 Sick Leave Defined

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

21.02 Annual Paid Sick Leave

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

21.03 Accumulation of Sick Leave

Sick leave may be cumulative up to but not exceeding one hundred and fifty (150) days.

21.04 Deductions from Sick Leave

The Town agrees that a deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

21.05 Proof of Illness

To ensure sick leave pay, an employee shall produce, upon the request of the Chief Administrative Officer, a doctor's certificate showing the employee's necessity for their absence from work for the full period claimed against sick leave in excess of two calendar days.

21.06 Extension of Sick Leave

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

21.07 Sick Leave Records

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

21.08 Sick Benefits Clarified

Effective June 1, 2006, employees going on sick leave will be paid full pay for the waiting period as per the insurance program. After the waiting period has expired Council will make up the difference between the amount paid by the insurance program and full salary for the period covered by the accumulated sick leave. Following expiry of the accumulated sick leave the employee will be covered by insurance only. Under this policy an employee can receive full pay for a maximum of 150 days or the accumulated sick leave whichever is the lesser. Deductions from employee's sick leave bank shall be deducted at the rate of 1/3 day for every day on short and long term disability.

Article 22 – Leave of Absence

22.01 Negotiation Pay Provisions

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

22.02 Grievance and Arbitration Pay Provisions

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

22.03 Leave of Absence for Union Functions

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

22.04 Paid Bereavement Leave

An employee shall be entitled to bereavement leave as follows:

- a) In the case of the death of an employee's father, father-in-law, stepfather, mother, mother-in-law, stepmother, foster parents, brothers, sisters, husband, wife, children, grandchildren and grandparents – three (3) consecutive working days.
- b) In the case of the death of an employee's aunt, uncle, brother-in-law and sister-in-law – one (1) working day.
- c) Where extensive travel is involved, paid leave may be granted up to a maximum of five (5) days.
- d) The employer shall grant an employee two (2) additional days with pay when required for special circumstances.

22.05 General Leave

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

22.06 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

22.07 Family Leave

Employees shall be allowed leave of absence with pay and without loss of seniority for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Serious fire or flood in one's home	One (1) day

22.08 Optional Layoff

In the event that a permanent full time employee requests a layoff and provided that the employer can replace such an employee, the employer shall issue a layoff notice to the employee so they may qualify for EI benefits. This would be subject to mutual agreement between the employee and the employer and subject to current EI benefit regulations.

22.09 Family Violence Leave

An employee shall be granted leave with pay, not exceeding ten (10) days in the aggregate in a calendar year, where the employee or a person to whom the employee is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or witnessed family violence by:

- (i) a person who is or has been a family member;
- (ii) a person who is or has been in an intimate relationship or who is living or has lived with the employee;
- (iii) a person who is the parent of a child with the employee; or
- (iv) a person who is or has been a caregiver to the employee.

Confidentiality

All personal information concerning domestic violence will be kept confidential in compliance with relevant Legislation. An employee who wishes to take a leave of absence under this Clause may be required to provide the Employer with reasonable verification of the necessity of the leave.

Article 23 – Payment of Wages and Allowances

23.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. Wages for all time worked shall be paid bi-weekly on Friday before noon. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

23.02 Equal Pay for Equal Work

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

23.03 Pay During Temporary Transfer

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

23.04 Vacation Pay

An employee may, upon giving at least five (5) days' notice, receive on the last office day preceding commencement of their annual vacation any pay cheques which may fall due during the period of vacation.

23.05 Severance Pay

When an employee with one (1) year or more of continuous service retires or is laid off for reasons other than discharge for just cause, they shall receive severance pay equal to two weeks pay for each year of service at the rate of pay of the position last held to a maximum of twenty (20) weeks pay.

When an employee with nine (9) years or more of continuous service resigns they shall receive severance pay equal to two weeks pay for each year of service at the rate of pay of the position last held to a maximum of twenty (20) weeks pay

For the purpose of this Article, service for a seasonal employee shall be the actual period of employment with the Employer provided that where a break in

employment exceeds twelve (12) consecutive months, service shall commence from the date of re-employment.

Severance pay will be paid in bi-weekly instalments equivalent to the maximum earnings the Unemployment Insurance law allows, without reduction of the employee's U.I.C. benefit beginning on the third week of lay-off.

Employees who never before worked for the Employer prior to May 1995 will earn this benefit at the rate of one (1) week of pay for each year of service at the rate of pay of the position last held to a maximum of twenty (20) weeks.

23.06 Severance Pay Paid to Estate

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

Article 24 – Job Classification and Reclassification

24.01 Job Descriptions

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

24.02 No Elimination of Present Classification

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

24.03 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels they are unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

Article 25 – Safety and Health

25.01 Cooperation on Safety

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

25.02 Safety Measures

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

25.03 No Disciplinary Action

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

25.04 Copies of Accident Reports

The Union shall receive copies of all accident reports sent to the Workers' Compensation Board.

25.05 Payment for Time Lost for Treatment

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

25.06 Transportation of Accident Victims

The Town agrees that transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

25.07 Environmental Pollution

The Employer and the Union agree to limit all forms of environmental pollution. Therefore, the parties affirm, according to their respective responsibilities, their

joint objectives to take whatever action is possible to achieve an environment, both at work and in the community, which is pollution free.

25.08 First Aid Kits

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

25.09 Covered Transportation

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

25.10 Safety Measures in Excavation Work

When employees are employed in excavation work and when, in the opinion of the Foreperson, a hazard exists, there shall be an employee 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.

25.11 Workers' Compensation Pay Supplement

- a) An employee who is absent from work due to an on the job injury for which Workers Compensation Pay is provided shall continue to be paid by the employer and shall assign their Worker's Compensation Benefits to the employer. The employer shall pay the employee at the rate assigned by Workers Compensation.
- b) While an employee is entitled to benefits under 25.11(a), the employee shall be maintained on all group benefit plans in which the employee participated prior to the injury provided the employee pays their portion of all premiums due. Such premiums shall be deducted as if the employee was still in receipt of full salary, notwithstanding 25.11(a).
- c) The present employee benefit plan shall be maintained for the life of this agreement.
- d) In the event of a legal work stoppage as part of the process of collective bargaining, it is agreed that group benefits shall be maintained. In order to facilitate this process, the Employer agrees to forward to the insurer the total premiums for such coverage for members of the bargaining unit upon

receipt from the Union, in advance, of an amount equal to the total of the premiums for such benefits for the members of the bargaining unit.

It is further agreed that the Employer will, upon request, advise the Union of the amount of the premiums to be paid in such an instance. The Employer accepts no responsibility for payment of any portion of this premium.

25.12 Inspection of Heavy Equipment

All heavy equipment must be inspected annually for defects which may be dangerous for employees required to operate such vehicles.

Article 26 – Technological Change

26.01 Notice of Technological Changes

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

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

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

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

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

Article 27 – Restrictions on Contracting Out

27.01 Restrictions on Contracting Out

The Union recognizes the responsibility and duty of Council to arrange for the performance of public services as efficiently and economically as possible. Subject to this requirement, Council will not contract out work or services which would affect employees on Council payroll as of January 1 of each year.

27.02 Equipment Rental

Should the Council decide to rent their equipment then the Council shall rent same manned and equipment included shall be heavy equipment, trucks, pumps, compressors, steam engines, (qualified welders) and welding machines.

Article 28 – Clothing

28.01 Clothing

The Council shall furnish or loan and replace without charge at its discretion the following clothing for employees: face masks, rubber boots, and complete rubber oil suit including gloves. Employees shall be reimbursed for the purchase of safety footwear, to a maximum of two-hundred dollars (\$200) plus HST, on an annual basis. Replacement, including safety footwear, shall be at the discretion of the Town Manager and shall be conditional on surrender of the unserviceable article and an adequate reason for replacement.

28.02 Coveralls

The Council may issue coveralls to any employee should they be satisfied of a legitimate need. Should the Council see the need to issue coveralls to its employees all such coveralls may plainly indicate that the wearer is a Council employee and an employee, as a condition of employment, may be required to wear such coveralls.

28.03 Parkas

Permanent employees shall be provided with Parkas where required. Replacement shall be on an as required basis but not more often than once annually.

Article 29 – General Conditions

29.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and store and change their clothes. This shall include sufficient chairs, a stove and a fridge. The parties agree that these would be available (i.e., chairs, stove, fridge) within thirty (30) days of the signing of this Agreement.

29.02 Bulletin Boards

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

29.03 Allowance for Tools

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

29.04 Plural or Feminine Terms May Apply

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

29.05 All Benefits to be Pro-Rated

All benefits of the collective agreement shall be pro-rated for all employees working less than full time hours on a daily, weekly, monthly and/or yearly basis.

Article 30 – Present Conditions and Benefits

30.01 Present Conditions to Continue

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

30.02 Continuation of Acquired Rights

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

30.03 Pension Plans

In addition to the Canada Pension Plan, the parties agree that eligible employees will participate in the Multi-Sector Pension Plan (MSPP) as per the participation agreement between the Town of Botwood and the MSPP. Contribution rates will 5% - Employer and 5% - Employee.

30.04 Amalgamation, Regionalization and Merger Protection

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

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

Article 31 – Copies of Agreement

31.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall print, at its own expense, sufficient copies of the Agreement.

Article 32 – Strikes and Lockouts

32.01 Strikes and Lockouts

During the term of this Agreement the Council agrees that there will be no lockouts and the Union agrees that there will be no strikes or other collective action which will stop, curtail or interfere with the work required.

Article 33 – Term of Agreement

33.01 Duration

This Agreement shall be binding and remain in effect from the 1st day of June 2023 to the 31st day of May 2026 (3 year agreement) and shall continue from year to year thereafter unless either party gives to the other party notice in writing not more than ninety (90) days and not less than thirty (30) days prior to the termination date in any year that it desires its termination or amendment.

33.02 Changes in Agreement

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

33.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of 30 and 90 days prior to the termination date, give notice in writing to the other party of the changes proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

33.04 Agreement to Continue in Force

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

- a) The notice shall state specifically the revision requested and bargaining negotiations shall be restricted thereto unless the parties otherwise mutually agree.
- b) Both parties shall adhere to the terms of this Agreement during the collective bargaining. If negotiations extend beyond the termination of the

agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

33.05 Retroactivity

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

Signing Page

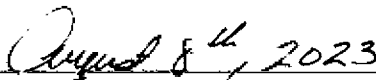
SIGNED on behalf of the Canadian
Union of Public Employees Local 1349:



Ken Turner, National Representative

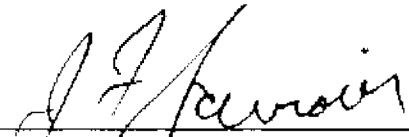


Dennis Butler (Shop Steward)

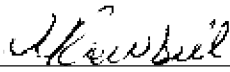


(Date)

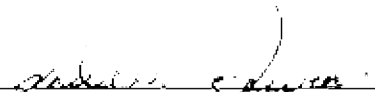
SIGNED on behalf of
The Town of Botwood



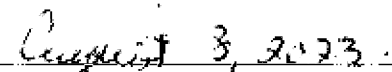
Jim Sceviour (Mayor)



Audrey Rowsell (Town Clerk)



Scott Sceviour (Chair of Finance)



(Date)

***Schedule A**

Wage Rates

Classification	Present	June 1/23	June 1/24	June 1/25
		\$1.00	\$1.00	\$1.00
Foreperson	30.05	31.05	32.05	33.05
Operator/Labourer	27.45	28.45	29.45	30.45
Stadium Attendant I	21.97	22.97	23.97	24.97
Stadium Attendant II	21.30	22.30	23.30	24.30
Labourer I	20.30	21.30	22.30	23.30

Note: When stadium attendant I & II are finished at the arena and employed with public works as general labourers, they will both receive labourer I salary or their present rate of pay whichever is greater. They shall assume the same hours of work Monday thru Friday for the duration of their employment in the public works department provided their presence is not required at recreation and parks facilities for events hosted or sponsored by the town. The Employer will endeavour to balance work schedules of all employees during special events.

The Town will agree to putting into position 2 Labourer/Operators for call out replacement for Labour/Operator duties.

Waste Management Driver classification to remain in agreement for the duration of this contract at which time the parties will discuss the viability of Central Waste Services maintaining garbage collection for the town, and if the classification should be removed permanently as that time.

Schedule B

Employee Benefits Plan

Life Insurance

200% of annual earnings (Minimum of \$20,000 - Maximum \$100,000)

Dependent Life

\$10,000 for spouse, \$5,000 for children six months and over

Accidental Death and Dismemberment

An amount equal to the amount of Life Insurance under the plan

Extended Health

Drug Plan

100% reimbursement

Dental Care

Maximum \$1,000 per person per year
Annual deductible \$10.00 single coverage
\$25.00 dependant coverage

Vision Care

Eye glass frames and lenses (or contact lenses selected in place of lenses or frames) up to a maximum of \$100.00 in any two year period provided it is the first pair or prescription has changed.

One eye examination in any one period for dependant under 18 years or any two year period for any other dependant. (If not covered under Medicare) provided such examination is performed by an Optometrist.

Major Medical

Most other services not covered by Medicare. See booklet for specific details.

Weekly Indemnity

66 2/3% of weekly earnings to greater of \$500.00 or the UIC maximum for a maximum of 17 weeks.

Long Term Disability

60% of monthly earnings with maximum of \$3000 (non taxable) up to two years or until age 65 if unable to be retained or educated to do another job.

Eligibility of Seasonal Workers to Join Insurance

The insurance company advises that seasonal employees who are rehired within six (6) months from the date of lay-off do not have to serve the three (3) month waiting period.

If the lay-off is for more than six (6) months the three (3) months waiting period will apply. However, employees on lay-off may maintain the insurance by paying the total premium.

Council agrees to assist employees who experience problems in receiving payments under the insurance plans. Employees will notify the Employer in the event of a delay and the Employer agrees to advance the employee portions of their pay in cases where their insurance payments are overdue. In such cases the employee agrees to assign the insurance cheque to the Employer.

The Employees benefit plan in effect June 1, 2006, shall remain in effect for the life of the Collective Agreement and shall not have any of its benefits reduced or discontinued.

Effective June 1, 2006, cost sharing shall be 35% by the employee and 65% by the employer.

Effective June 1, 2007, cost sharing shall be 25% by the employee and 75% by the employer.

Effective June 1, 2008, cost sharing shall be 15% by the employee and 85% by the employer.

The employer shall reimburse all employees the equivalent amount due to each employee currently on staff retroactively to June 1, 2006.

Letter of Understanding
Request to Work Overtime

The Union recognizes the employer's right to utilize call-in union operators/labourers to endeavour to reduce overtime costs and allow full-time operator/labourers quality time off beyond their normal 40 hours of work per week. Such employees shall be covered by the collective agreement and receive all rights and benefits afforded to full time employees.

Memorandum of Understanding
Multi Sector Pension Plan

The Town of Botwood and CUPE Local 1349 hereby agree to schedule a presentation regarding the Multi-Sector Pension Plan (MSPP). The Union will make initial contact with the MSPP to determine potential dates for the presentation.

Within thirty (30) of the presentation the Union will conduct a vote of its members to determine if there is a desire to enroll in the MSPP. Should the majority of Union members be in favor of enrolling in the MSPP the Town and the Union will enter into negotiations to determine an implementation date and applicable contribution rates.

Memorandum of Understanding
After-Hours Premium (Public Works Foreperson)

The Public Works Foreperson (or Acting Public Works Foreperson) shall be paid an after-hours premium for being available to receive phone inquiries and/or respond to urgent needs outside of regular hours. The premium is also intended to compensate the Public Works Foreperson for checking road conditions during winter months

The week day premium will be equivalent to two (2) hours of paid time. A maximum of one premium will be paid daily. Should the Public Works Foreperson (or Acting Public Works Foreperson) physically respond to an urgent need, a 4-hour minimum call out will be paid instead of the after-hours premium. Checking road conditions will not be considered or be eligible for a call out.

On weekend days the Public Works Foreperson (or Acting Public Works Foreperson) will be required to report drinking water chlorine residuals for designated locations. The premium for this responsibility shall be equivalent to a 4-hour minimum call out. This will not be considered overtime.

Memorandum of Understanding

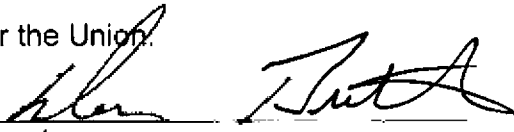
Re: Waste Management Driver Reclassification

Union agrees that incumbent currently in Waste Management Driver classification shall be moved into the Seasonal Labourer I classification upon the Waste Management Driver position becoming redundant.

Union further agrees that the incumbent does not have the ability to bump upon layoff in accordance with the current collective agreement language contained in Article 15.05.

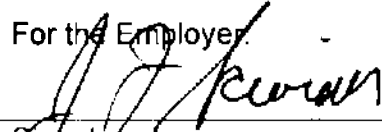
The incumbent will be placed at the top of the seniority list for part time call in and shall not be able to bump full time employees upon layoff but is still subject to Article 16 with respect to layoff and recall. The incumbent shall be able to apply for any new positions posted by the Employer in accordance with the provisions under Article 15 of this agreement.

For the Union:


Signature

Date Aug 8 / 23

For the Employer:


Signature

Date Aug 8 / 2023

