

# **COLLECTIVE AGREEMENT**

**Between**

**The Town of St. Anthony**

Party of the First Part

**And**

**The Canadian Union of Public Employees, Local 1762**

Party of the Second Part

January 1, 2023 – December 31, 2026

mw/cope491

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## **ARTICLE 1 LOCAL 1762**

1.01 Whereas it is the desire of both parties of this Agreement:

- (1) to maintain and improve harmonious relations and settle 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, service, 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, and

1.02 Whereas 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. Now, therefore, the parties agree as follows:

## **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 may be decided through the grievance and arbitration procedure.

2.02 NOT 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 present employees of their 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 1762 as the sole and exclusive collective bargaining agency for all its employees save and except Town Manager, Town Clerk, Confidential Secretary, non-working Foreman, and those above the rank of non-working Foreman, casual employees employed for less than one (1) month and students employed during the vacation period, such period not to exceed three (3) months.

3.02 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 for the purpose of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the performing

of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

**3.03 NO OTHER AGREEMENTS**

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

**ARTICLE 4 NO DISCRIMINATION**

**4.01 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, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of their membership or activity in the Union, or for any other reason.

**ARTICLE 5 UNION MEMBERSHIP REQUIREMENT**

**5.01 ALL EMPLOYEES SHALL BE MEMBERS**

All employees of the Employer, 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 future 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, or assessments levied, in accordance with the Union Constitution and/or By-Laws and owing by the employee to the Union.

**6.02 DEDUCTIONS**

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

**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.

7.02 COPIES OF AGREEMENT

On commencing employment, the employee's immediate supervisor shall introduce the new employee to the Union Steward or representative, who will provide the employee with a copy of the Collective Agreement.

**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 Town Manager, and the Secretary of the Union.

**ARTICLE 9 LABOUR MANAGEMENT RELATIONS**

9.01 (a) 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.

(b) ESTABLISHMENT OF COMMITTEE

A Labour/Management Committee will be established as set out below. This Committee shall meet once per year and such meetings shall be held on a date mutually agreed upon. The said committee shall consist of two (2) members representing the Town and two (2) members of Local 1762 who will also serve as the Union Bargaining Committee.

(c) FUNCTION

The function of the Committee shall be to discuss matters of mutual concern of the parties. It is understood and agreed that the Committee will not discuss grievances. Suggestions concerning more efficient use of Town labour, materials and equipment may be given by either side at any time, or as mutually agreed, and shall be discussed at such meeting. Agenda items and information on agenda items shall be exchanged forty-eight (48) hours prior to meeting.

(d) SCHEDULE OF MEETING

Since Labour/Management meetings are primarily concerned with improving services to the Town of St. Anthony, all such meetings shall be held during regular working hours of employees covered by this agreement without any loss of pay, and normal working attire shall be adequate and appropriate for such meetings.

**ARTICLE 10 GRIEVANCE PROCEDURE**

10.01 ELECTION OF STEWARDS

In order to provide an orderly and speedy procedure for the settling of grievance, the Employer acknowledges the right of the Union to appoint or elect Stewards, in addition to the Chief Steward, who shall be the Local Union President, whose duties shall be to 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) they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.

10.03 GRIEVANCE COMMITTEE

The Stewards so 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 by the Employer and that they will not leave their work during 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 not be arbitrarily denied.

10.05 DEFINITION OF GRIEVANCE

A grievance shall be defined as any difference or dispute between the Employer and the Employee(s) or the Union, or a case where the Employer, the Employee, or the Union is alleged to have acted unjustly.

10.06 SETTLING OF GRIEVANCE

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

STEP 1 The aggrieved employee(s) shall submit the grievance to their Steward within ten (10) working days of the occurrence.

STEP 2 If the Steward considers the grievance to be justified, the employee(s) concerned, together with their Steward, shall first seek to settle the dispute with the employee's Supervisor within five (5) working days of Step 1.

STEP 3 Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the employee(s) concerned, together with the Chief Steward, will submit to the General Foreman a written statement of the (particulars of the grievance and redress sought. The General Foreman shall render their decision within four (4) working days.

STEP 4 Failing satisfactory settlement being reached in Step 3, the employee(s) concerned, together with the Grievance Committee, shall submit the grievance to the Town Manager, who shall render their decision within five (5) working days after receipt of such notice.

**STEP 5** Failing a satisfactory settlement being reached in Step 4, 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 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.

**10.09 GRIEVANCES ON SAFETY**

An employee, or a group of employees, who are required to work under alleged 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**

Grievances and replies to grievances shall be in writing at all stages.

**10.11 FACILITIES FOR GRIEVANCES**

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

**10.12 SUPPLEMENTARY AGREEMENTS**

Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

**10.13 TECHNICAL OBJECTIONS TO GRIEVANCES**

No grievance shall be denied by any formal or technical objection and an 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 by either party, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

**ARTICLE 11 ARBITRATION**

**11.01 COMPOSITION OF BOARD OR ARBITRATION**

When either party requests that a grievance be submitted to arbitration, the request shall be made by traceable mail/email, addressed to the other party of the Agreement, indicating the name of its nominee to any Arbitration Board. Within five (5) days thereafter, the other party shall answer by traceable mail/email indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then select an impartial chairperson.

11.02 FAILURE TO APPOINT

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

11.03 BOARD PROCEDURE

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson 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 Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration 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 discharge or a discipline grievance by any arrangement which it deems just and equitable.

11.05 DISAGREEMENT OF 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.

11.06 EXPENSES OF THE BOARD

Each party shall pay:

- (1) the fees and expenses of the arbitrator it appoints,
- (2) one-half (½) of the fees and expenses of the Chairperson.

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 may have the assistance of the 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.

**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 their work up to a required standard by a given date, the Employer shall have 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 their three (3) 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, the employee 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.

**12.03 MAY OMIT GRIEVANCE STEPS**

An employee considered by the Union to be unreasonably or unjustly discharged or suspended shall be entitled to a hearing under Article 10, Grievance Procedure. Steps 1, 2, and 3 of the Grievance Procedure shall 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 in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period 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 BURDEN OF PROOF**

In cases of discharge or discipline, the burden of proof and just cause shall rest with the Employer. Evidence must be limited to the case at hand.

**12.06 CROSSING OF PICKET LINES DURING STRIKE**

Employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a labour dispute except in emergencies when it is necessary to maintain essential services. For the purpose of this Article, essential services shall be defined as broken storm of flood. Failure to cross a picket line, with the members of this Union, shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

**12.07 ADVERSE REPORT**

An employee shall be notified in writing of any expression of dissatisfaction concerning their work within thirty (30) working days of 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 employee's 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 in the following instances, similar and/or any other infraction:

- (a) When 18 (eighteen) months of employment have elapsed since a suspension, provided there has been no recurrence of a similar and/or any other infraction.
- (b) When 12 (twelve) months of employment has elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar and/or other infraction.

## 12.08 DISCIPLINARY ACTION

In the event that an employee fails to carry out assigned tasks without just cause, insubordination and/or failing to respect safety concerns as per the Occupational Health and Safety Act; the Employer reserves the right to discipline in the following manner:

1. First Violation: Verbal Warning – The employee will be notified verbally by the supervisor/department head and will receive written confirmation of the verbal warning. Written confirmation of all verbal warnings shall be copied to the Union. The confirmation of the verbal warning shall remain on the employee's file for a period of six (6) months.
2. Second Violation: Written Warning – If the employee repeats behaviour that garners a verbal warning (such warning subsequently not successfully removed through the grievance procedure) within a six (6) month period of the original violation, the employee will be issued a written notice. Such notice shall be copied to the Union. This warning shall remain on the employee's file for a period of six (6) months.
3. Third and/or Subsequent Violations – If the employee repeats behaviour that garners both a verbal and written warning (such warnings subsequently not successfully removed through the grievance procedure) within a six (6) month period of the last warning, the employee may be disciplined further, up to and including suspension and/or termination.

## **ARTICLE 13 SENIORITY**

### 13.01 SENIORITY DEFINED

Seniority is determined by date of hire with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining unit wide basis, however, employees from the Council do not have the right to displace workers from the Stadium and employees from the Stadium do not have the right to displace workers from the Council.

### 13.02 SENIORITY LIST

The Employer shall maintain two (2) separate seniority lists, one for the Council workers and the other from the Stadium personnel. Each list shall indicate the date upon which each employee's service commended. The up-to date lists shall be sent to the Union and posted on all bulletin boards in January of each year and within thirty (30) days of the signing of this Agreement.

### 13.03 PROBATION FOR NEWLY HIRED EMPLOYEES

Newly hired employee(s) shall be on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all

rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

A seasonal employee shall be allowed to accumulate periods of employment in order to complete a probationary period.

#### 13.04 LOSS OF SENIORITY

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

An employee shall only lose their seniority in the event:

- (1) The employee is discharged for just cause and is not reinstated.
- (2) The employee resigns in writing.
- (3) The employee is absent from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible.
- (4) The employee fails to return to work within seven (7) calendar days following a lay-off 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.
- (5) The employee is laid off for a period longer than twenty-four (24) continuous months.

### **ARTICLE 14 PROMOTIONS AND STAFF CHANGES**

#### 14.01 JOB POSTING

When a vacancy occurs or a new permanent position is created, either inside or outside of the bargaining unit, the Employer shall notify the Union in writing and post notices of the position on the Employer's work depot, lunchrooms and on all bulletin boards erected for the purpose, for a minimum of one (1) week, so that all members will know about the vacancy or new position.

#### 14.02 INFORMATION IN POSTING

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

#### 14.03 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 changes, transfers, or promotions, appointment shall be made of the Applicant with the greatest seniority and having sufficient qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

- 14.04 TRIAL PERIOD  
The successful applicant shall be placed on trial for a period of up to three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position without loss of seniority, former wage or salary rate. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority, former wage or salary rate.
- 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 qualifications prior to filling a vacancy. Such employee will be given an opportunity 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.
- 14.06 UNION NOTIFICATION  
The Union shall be notified of all appointments, hirings layoffs, transfers, recalls and terminations of employment.
- 14.07 DISABLED WORKER PROVISION  
An employee, who has become incapacitated by injury or illness, will be employed in other work, which the employee can do providing such work is available. Such employee may not displace an employee with more seniority.
- 14.08 OLDER WORKER PROVISION  
An employee, who, through advancing years or temporary disablement is unable to perform their regular duties, will be employed in other work, which they can do providing such work is available. Such employee may not displace an employee with more seniority.

## **ARTICLE 15 LAYOFFS AND RECALLS**

- 15.01 ROLE OF SENIORITY IN LAYOFF  
Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. When an employee is promoted to a higher classification, the junior employee in that classification shall be the first to be returned to their original position.
- 15.02 RECALL PROCEDURE  
Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.
- 15.03 NO NEW EMPLOYEES  
No new employees will be hired until those laid off have been given an opportunity of recall.

**15.04 ADVANCE NOTICE OF LAYOFF**

Permanent employees shall receive fifteen (15) working days notice prior to effective day of layoff. If the employee has not had the opportunity to work fifteen (15) days after Notice of Layoff, the employee shall be paid in lieu of work for that part of fifteen (15) days during which work was not available.

Temporary employees shall receive ten (10) working days notice prior to effective date of layoff.

Permanent employees shall also give the Employer three (3) weeks' notice of impending resignation.

**15.05 GRIEVANCE ON LAY-OFFS**

Grievances concerning lay-offs due to a reduction in the working force shall be initiated at Step 4 of the Grievance Procedure.

**ARTICLE 16 HOURS OF WORK**

**16.01 STANDARD DAILY HOURS**

The normal workday shall not commence before 7:30 a.m. nor finish later than 5:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours, with one (1) hour off for lunch.

**16.02 STANDARD OR AVERAGE WEEKLY HOURS**

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

**16.03 WORKING SCHEDULE**

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 (2) weeks in advance. The Employer shall set forth the working schedule of each department, hereinafter referred to as the "Work Schedule". For employees on evening and night shifts, one-half (½) hour mealtime shall be included as part of the regularly scheduled work period.

All employees being called in to work, shall be given a minimum of three (3) hours notice whenever practical.

**16.04 PAID REST OR RELIEF PERIODS**

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

**16.05 PAID CLEAN-UP OR CLOTHES CHANGING TIME**

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

## **ARTICLE 17 OVERTIME**

- 17.01 OVERTIME DEFINED  
All time worked beyond the normal workday, the normal work week, or on a holiday shall be considered as overtime.
- 17.02 COMPENSATION FOR WORK AFTER DAILY SCHEDULED HOURS (DAY WORKER ONLY)  
Overtime rates shall apply as follows:  
Time and one-half for all hours worked from 5:00 p.m. to 12:00 midnight – Monday through Saturday.  
Time and one-half shall apply for all hours worked on Saturday.  
Double time shall apply for all hours worked on Sunday.  
Time and one-half shall apply for all hours worked on statutory holidays in addition to holiday pay.  
Employees doing shift work shall receive time and one-half for the first day of rest and double time for the second day of rest.
- 17.03 NO LAY-OFF TO COMPENSATE FOR OVERTIME  
Employees shall not be required to be laid-off during regular hours to equalize 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  
Overtime and call back time shall be divided equally among employees who are willing and qualified to perform the available work.
- 17.06 CALL BACK PAY GUARANTEE  
An employee who is called in to work outside the normal working hours shall be paid for a minimum of three (3) hours at overtime rates until such time as work is completed.
- 17.07 TIME OFF IN LIEU OF OVERTIME  
Employees shall be permitted to bank overtime hours, to be paid out at the employee's request. All overtime is to be paid out prior to December 31<sup>st</sup> of each year. Seasonal workers will be permitted to bank two (2) days maximum from overtime worked, which are to be taken when mutually agreed upon between Employer and employee. Time is to be taken prior to December 31<sup>st</sup> of the year accumulated or will be paid out in salary at that time.

17.08 LIST OF OVERTIME WORKED

A list shall be submitted to the Union, on a monthly basis, indicating all overtime worked by each employee.

**ARTICLE 18 SHIFT WORK**

18.01 SECOND SHIFT PREMIUMS

Employees shall receive thirty-five (35) cents per hour additional compensation for all hours worked on the second shift (4-12) and the third shift (12-8).

**ARTICLE 19 HOLIDAYS**

19.01 PAID HOLIDAYS

The Employer recognizes the following as paid holidays:

PAID HOLIDAYS

New Year's Day	Commonwealth Day
Good Friday	Civic Holiday
Thanksgiving Day	Labour Day
Dominion Day	Remembrance Day
Discovery Day	Easter Monday
Christmas Day	Boxing Day
National Day for Truth and Reconciliation	

All employees will be entitled to a floating holiday in lieu of the civic holiday if the Town does not declare a holiday in the year.

The Employer agrees to provide National Day for Truth and Reconciliation as a Paid Holiday as long as the Province of Newfoundland and Labrador recognizes this day.

19.02 COMPENSATION FOR STATUTORY HOLIDAYS FALLING ON SCHEDULED DAY OFF

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

**ARTICLE 20 VACATIONS**

20.01 LENGTH OF VACATION

(a) Employees hired prior to September 22, 2015 and working full-time hours shall receive an annual vacation with pay in accordance with credited prior to the commencement of the vacation period as follows:

- Less than one (1) year - 1 ¼ days for each month
- One (1) year or more - four (4) weeks

Ten (10) years or more - five (5) weeks

(b) Employees hired after September 22, 2015 and working full-time hours shall receive an annual vacation with pay in accordance with credited seniority prior to the commencement of the vacation period as follows:

Less than one (1) year - .81 day for each month  
One (1) year or more - two (2) weeks  
Five (5) years or more - three (3) weeks  
Ten (10) years or more - four (4) weeks  
Fifteen (15) years or more - five (5) weeks

(c) Should the work hours of an employee described in 20.01 (a) and (b) above fall below those of full-time hours (with the exception of those hired into part-time positions), the employee's vacation shall be prorated.

**20.02 COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULE**

If a holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional day's vacation.

**20.03 (a) VACATION PAY**

Any employee may, upon giving at least three (3) days, notice, receive on the last office day proceeding commencement of the employee's annual vacation, any pay cheque which may fall due during the period of vacation.

**(b) VACATION PAY ON TERMINATION**

An employee terminating their employment at any time in their vacation year, before the employee has had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

**(c) PART-TIME WORKERS**

Vacation pay entitlement shall be paid every pay period for E.I. purposes.

**20.04 PREFERENCE IN VACATIONS**

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 1<sup>st</sup> of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off unless otherwise mutually agreed.

20.06 UNBROKEN VACATION PERIOD  
An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer. Employees may, however, upon mutual agreement with the Employer, take more than two (2) periods of vacation per year.

20.07 CARRY OVER OF VACATION  
A full-time employee may carry forward to another year a maximum of two (2) weeks vacation not taken in the current or previous year upon mutual agreement with the Town Manager.

## **ARTICLE 21 SICK LEAVE**

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 contagious disease, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

21.02 ANNUAL PAID SICK LEAVE  
Sick leave shall be earned by an employee at the rate of two (2) days for every month of service, accumulating to one hundred and eighty (180) days for their future benefits.

21.03 DEDUCTION FROM SICK LEAVE  
A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent from sick leave. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half (½) day.

21.04 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 working days, certifying that the employee is unable to carry out their duties due to illness. An employee with greater than six (6) sick leave occurrences annually shall be required to provide a medical certificate from a medical practitioner for every occurrence after six (6). Employees must notify Employer on their first day of sickness, or sick leave may be denied.

21.05 SICK LEAVE DURING LEAVE OF ABSENCE  
When a regular employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., the employee shall retain existing sick leave credits but shall not continue to accumulate sick leave credits for such leave or lay-off.

21.06 EXTENSION OF SICK LEAVE  
(a) 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 maximum of fifteen (15) working days. This sick leave extension shall be recovered by payroll deduction or other methods.

- (b) When an employee has used the maximum amount of sick leave which may be awarded to them in accordance with this agreement the employee may elect, if they are still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if the employee is eligible to receive such leave and if not, on special leave without pay to a maximum of one (1) continuous year unless a longer period is mutually agreed upon between the employee and the Employer. Medical certificates shall be submitted as required by the Employer.

**21.07 SICK LEAVE RECORDS**

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

**ARTICLE 22 LEAVE OF ABSENCE**

**22.01 NEGOTIATION PAY PROVISIONS**

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer.

**22.02 GRIEVANCE AND ARBITRATION PAY PROVISIONS**

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in connection with the grievance or arbitration procedures arising under this collective agreement.

**22.03 LEAVE OF ABSENCE FOR UNION FUNCTIONS**

Employees shall be granted leave of absence with pay, not to exceed fifteen (15) days per annum, without loss of seniority, upon request of the employee, to represent the Union at Union Conventions. Leave of absence without pay shall be granted to employees to attend executive and committee meetings of CUPE, its affiliated or chartered bodies to a maximum of ten (10) days per annum.

**22.04 PAID BEREAVEMENT LEAVE**

An employee shall be granted a minimum of three (3) consecutive working days leave without loss of salary or wages for the purpose of attending any funeral in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents. When the burial occurs a minimum of 400 kms distance outside of town, such leave shall include an extra two (2) days with pay travelling time. Where the burial occurs outside the province, such leave shall include as well reasonable traveling time, the latter not to exceed seven (7) days, but without pay.

**22.05 FAMILY/ILLNESS IN THE FAMILY LEAVE**

- (a) An employee who is required to:
- i) attend to the temporary care of a sick family member (spouse or child);
  - ii) attend to the needs relating to the birth of an employee's child or grandchild;
  - iii) accompany a dependent family member (spouse or child) on a dental or medical appointment;
  - iv) attend to the needs relating to the adoption of a child;

- v) attend to the needs related to home or family emergencies;
- vi) attends to the needs of a dependant family member for the purpose of school/post-secondary education meetings, transportation, etc.

shall be awarded up to three (3) paid days family/illness in the family leave in any calendar year, provided the employee is the only person that can provide for child's or spouse's needs.

- (b) In order to qualify for family/illness in the family leave, the employee shall:
  - i) provide as much notice to the Employer as reasonably possible;
  - ii) provide to the Employer valid reasons why such leave is required; and
  - iii) where appropriate and in particular with respect to Clause 22.05 (iii) and (iv) of (a) have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family/illness in the family leave but shall be entitled to change family/illness in the family leave to bereavement leave or sick leave.
- (d) A temporary employee shall only be granted family/illness in the family leave if they report to work following a recall and subsequently qualifies for family/illness in the family leave during that period for which they were recalled. Seasonal workers will have all time-off provisions of this Article reduced by fifty percent (50%).

#### 22.06 EDUCATION LEAVE

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the Employer's service.

#### 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 (12) consecutive months. Employees may be entitled to a cumulative maximum of twelve (12) months leave of absence during every subsequent period of three (3) 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.

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

#### 23.01 PAY DAYS

Pay period shall end at 5:00 p.m. on every second Sunday and Employer shall pay salaries and wages before noon of the following Friday. 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 WORTH

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

- 23.03 PAY ON TEMPORARY TRANSFERS, HIGHER RATED JOB  
When an employee is required to perform temporary work in a classification paying a higher rate of pay than the employee is receiving at the time, they shall be paid such higher rate of pay only during the continuance of such temporary employment and on the discontinuance of such temporary employment such employee shall revert to their former rate of pay.
- 23.04 PAY ON TEMPORARY TRANSFERS, LOWER RATED JOB  
When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.
- 23.05 MILEAGE ALLOWANCE  
When an employee is authorized to use their own car for the Employer's business, the employee shall be paid mileage at the prevailing Provincial Government rate.
- 23.06 PART-TIME EMPLOYEES  
Regular part-time employees shall receive the wage rates, conditions of employment and prerequisites specified in this agreement on a pro rata basis according to their hours of work.
- 23.07 LEGAL FEES  
The Employer shall pay all legal costs in the defence of any action initiated against the employee by virtue of the performance of their legitimate employment duties, however, should the legal action determine that the incident occurred as a result of the employee's negligence or intentional, unlawful action, the total cost of the defence shall be borne by the employee.

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

- 24.01 JOB DESCRIPTION  
It is the responsibility of the Employer to draw up position descriptions for all positions within the bargaining unit. These position descriptions shall be presented to the Union and the parties shall have the advantage of a period of two (2) weeks in which the parties may have the benefit of consultation. Following that period, the position description shall be considered to be official.
- Where the addition of duties creates a requirement for additional training or skills for existing employees, the affected employees shall be provided with the necessary training by the Employer.
- Further, non-bargaining unit work shall not be added to bargaining unit positions to the extent that it would result in the position being excluded.
- 24.02 NO ELIMINATION OF PRESENT CLASSIFICATION  
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 CO-OPERATION ON SAFETY**

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

**25.02 UNION-EMPLOYER SAFETY COMMITTEES**

The Employer agrees to hold meetings with two (2) designated representatives of the Union to the Occupational Health & Safety Committee to deal with alleged unsafe, hazardous or dangerous working conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings.

**25.03 SAFETY MEASURES**

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing. These tools, equipment, and protective clothing shall be checked out and returned to the Employer after completion of the unsanitary or dangerous work. It is understood by both parties that the protective clothing referred to in this Article will be rubber suits, rubber boots, face masks, and safety helmet.

**25.04 INJURY PAY PROVISIONS**

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 the employee's 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 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.

**ARTICLE 26 JOB SECURITY**

**26.01 JOB SECURITY**

The Employer shall provide each of the three (3) most senior public works employees in the bargaining unit with a minimum of 2080 regular hours of work in each year during the life of this collective agreement.

**26.02 REPLACEMENT**

Upon approval of any leave for the three (3) most senior Public Works employees in the Bargaining Unit, the Employer shall endeavour to replace those positions with the next most senior employee having the qualifications to do the work.

Upon approval of any leave for the senior position at the Arena, the Employer shall endeavour to replace this position with the next most senior employee having the qualifications to do the work so that the safety and security of the Arena will be maintained.

**ARTICLE 27 GENERAL CONDITIONS**

**27.01 PROPER ACCOMMODATION**

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

**27.02 BULLETIN BOARDS**

The Union shall have the right to post notices of Union meetings and such other notices as may be of interest to the employees on bulletin boards provided by the Employer. Such notices may also be placed at the work's depot and other lunchrooms so that all employees will have access to them.

**27.03 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.

**27.04 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 representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, but only in the presence of an administrative representative.

**ARTICLE 28 PRESENT CONDITIONS AND BENEFITS**

**28.01 PRESENT CONDITIONS TO CONTINUE**

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

**28.02 EDUCATION ON THE JOB**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employees' lunch period.

## **ARTICLE 29 GENERAL**

### **29.01 Plural Term May Apply**

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

### **29.02 (a) CLOTHING ALLOWANCE**

The Employer shall provide one (1) pair of coveralls and one (1) pair of CSA approved leather or rubber safety work boots to each employee who elects to take advantage of this provision. Each employee shall hand in worn coveralls and boots for replacement by the Employer. An arctic type parka, selected by the Employer, shall be provided by the Employer every three (3) years, to each employee who elects to take advantage of this provision.

### **(b) CLOTHING ALLOWANCE FOR PART-TIME WORKERS**

Part-time employees shall be entitled to all benefits contained in this clause. Parkas will also be provided for workers who have continuous employment for the winter months.

### **(c) BOOT ALLOWANCE**

Boot allowance shall be one hundred-fifty dollars (\$150.00) per year.

## **ARTICLE 30 PENSION AND SEVERANCE**

### **30.01 PENSION PLAN (R.R.S.P.)**

In addition to the Canada Pension Plan, every employee shall join a mutually agreeable pension (R.R.S.P.) plan. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

### **30.02 WORKER'S COMPENSATION PROTECTION**

All employees shall be covered by the Workplace Health, Safety and Compensation Act. No employee shall have their employment terminated as a result of absence from work with a compensable accident except in such case as the accident has resulted in a total and permanent disability as determined by the WorkplaceNL.

### **30.03 WORKER'S COMPENSATION PAY SUPPLEMENT**

(a) An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by WorkplaceNL as compensable within the meaning of the Workplace Health, Safety and Compensation Act, shall receive compensation in accordance with the applicable legislation.

(b) An employee off work on WorkplaceNL compensable leave will receive their benefit payment directly from WorkplaceNL. Should, for any reason, WorkplaceNL question the validity of the claim that results in an extended waiting period, the Employer shall pay the WorkplaceNL percentage of net salary from sick leave accumulation until such time as WorkplaceNL resolves the issue and starts payment. If the claim is denied by WorkplaceNL, the Town shall reimburse the additional percentage to bring the net

salary up to 100% and continue the net salary payment from sick leave accumulation until sick leave is depleted.

(c) It is understood and agreed by the parties to this Collective Agreement that an employee retains and continues to accumulate sick leave credits while off work on WorkplaceNL benefits.

(d) It is understood and agreed by the parties to this Collective Agreement that an employee retains and continues to accumulate annual vacation credits and shall have the right to carry forward one (1) year's vacation entitlement from one year to the next.

#### 30.04 SEVERANCE PAY

(a) Employees, after ten (10) years accumulated employment, shall be entitled to severance pay equal to an amount obtained by multiplying the number of accumulated years of employment by weekly salary, allowing one (1) week per year of employment, not to exceed an absolute maximum of twenty (20) weeks.

(b) When permanent employees have not given the required notice of an impending resignation as per Article 15.04, they shall be deducted five (5) days from the above-mentioned salary grant.

### **ARTICLE 31 SNOWCLEARING**

31.01 Employees shall receive time and one half (1 ½) for all hours worked over eight (8) hours.

31.02 Time and one half (1 ½) shall apply for all hours worked on first day of rest.

31.03 Double (2) time shall apply for all hours worked on second day of rest.

31.04 Time and one-half (1 ½) shall apply for all hours worked on Statutory Holidays in addition to holiday pay.

31.05 In recognition of the above, the Town agrees to provide the necessary training for all employees who may be employed in the snow clearing operations.

31.06 A \$2.00 per hour on-call allowance for all hours of on call per day for normal workdays, weekends and holidays as scheduled by the Employer. On call fees will not be paid for hours employees are paid salary during a day which the employee is on call.

### **ARTICLE 32 TERM OF AGREEMENT**

#### 32.01 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.

#### 32.02 STRIKES OR LOCKOUTS

The Union agrees there will be no strikes and the Employer agrees that there will be no lockouts of employees for the duration of this Agreement.

**32.03 TERM OF AGREEMENT**

This agreement shall be in effect from January 1, 2023 to December 31, 2026 and thereafter from year to year unless either party gives notice, in writing, of termination, or amendment of not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of expiration.

**32.04 RETROACTIVITY**

The enclosed provisions are retroactive to January 1, 2023 to include salary, overtime and call-back.

**SCHEDULE "A"**

**SALARY SCHEDULE**

**PUBLIC WORKS STAFF**

CLASSIFICATION	HOURLY WAGES – EFFECTIVE DATE			
	JANUARY 1, 2023	JANUARY 1, 2024	JANUARY 1, 2025	JANUARY 1, 2026
Utilities & Installation/ Maintenance Person	\$23.85	\$24.45	\$25.05	\$25.65
Temporary Utilities & Installation/Maintenance Person (<3yrs accumulated service)	\$22.19	\$22.79	\$23.39	\$23.99
Temporary Utilities & Installation/Maintenance Person (3yrs and more accumulated service)	\$23.85	\$24.45	\$25.05	\$25.65
Casual or Temporary Labourer	\$18.10	\$18.70	\$19.30	\$19.90

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**RECREATION DEPARTMENT STAFF**

CLASSIFICATION	HOURLY WAGES – EFFECTIVE DATE			
	JANUARY 1, 2023	JANUARY 1, 2024	JANUARY 1, 2025	JANUARY 1, 2026
Recreation Security Guard	\$21.14	\$21.74	\$22.34	\$22.94
Summer Maintenance	\$21.14	\$21.74	\$22.34	\$22.94

Signed in good faith this 20<sup>th</sup> day of December 2023. Signed on behalf of:

St. Anthony Town Council:

CUPE and its Local 1762:

B. J. [Signature]

Mr. [Signature]

[Signature]

[Signature]

[Signature]  
Witness

[Signature]  
Witness

Job Descriptions

**Number 5 – Job Descriptions Union Language Agreed**

TOWN OF ST. ANTHONY

SUMMER MAINTENANCE POSITION  
Parks and Recreation Department  
(Seasonal Position – May-September Annually)

Duties and Responsibilities

Prepare and oversee the setup and take down of recreation facilities, which include: swimming pool, basketball and tennis courts, benches, softball field, day use parks, playgrounds, soccer pitch, etc.

Prepare facilities for concerts, bingos and other special events.

Complete daily janitorial duties and ensure check list is completed.

Complete daily checks on all playground equipment and other recreation facilities.

Maintain regular upkeep and maintenance of facilities and equipment.

Maintain security for all recreation facilities.

Supervise personnel working in support of arena summer and winter recreation activities.

Complete all other related duties as assigned by the Director of Parks and Recreation and the Town Manager.

TOWN OF ST. ANTHONY

RECREATION SECURITY GUARD  
Parks and Recreation Department  
(Seasonal Position – October-April – Annually)

Duties and Responsibilities

Prepare and oversee the setup and removal of winter activities (Ice Arena).

Completion of regular ice cleaning duties and zamboni maintenance.

Administration of ice usage in consultation with Director of Parks and Recreation Director.

Administration of Hall of Fame Room Bookings.

Complete daily janitorial duties and ensure check list is completed.

Complete daily assigned maintenance duties.

Maintain security for all recreation facilities.

Supervise personnel working in support of arena activities (score keeper, ticket agent, etc.).

Complete all other related duties as assigned by the Director of Parks and Recreation and the Town Manager.

TOWN OF ST. ANTHONY

UTILITIES & INSTALLATION/MAINTENANCE PERSON PUBLIC WORKS DEPARTMENT

Duties and Responsibilities

Collection and disposal of residential garbage weekly and landfill site maintenance.

Winter snow removal and road cleaning.

Heavy equipment operations, excavator, backhoe, loader, salt and sander, etc.

Tool and equipment operation and maintenance (saws, steam jenny, sewer equipment, water equipment, etc.)

Clean and repair equipment.

Maintain and repair Town's infrastructure buildings, roads, ditches, sidewalks, etc.

Maintain a safe and effective workplace for themselves and area users of the Town's infrastructure.

Completion of sign and guide rail repairs and installation.

Maintain and inspect water system for breakdown and effectiveness, including: chlorination facilities, source, residual checks, chlorine installation, etc. maintain records for such activities. (Water line flushing).

Maintain, install, repair and inspect sewer system and maintain records for such. (Sewer Flushing).

Complete all other related duties as assigned by the Town Foreman and the Town Manager.

**Letter of Understanding**

Mr. Paul Saunders  
President - CUPE Local 1762  
St. Anthony, NL  
AOK 4SO

September 24, 2008

Dear Mr. Saunders:

**Re: Polar Centre**

In order to maintain consistency between the Town of St. Anthony and local members 1762, the parties agree to the following:

Subsequent to the ratification of the present Collective Agreement and during the life of this agreement, should the new Polar Centre be ready for operation before the expiry of this Collective Agreement, we agree that the provision for negotiations will commence if new unionized positions are created and/or the transition of existing unionized positions from the old arena, and that this agreement will be adjusted accordingly.

Sincerely,

Curtis Richards  
Town Manager

## **Letter of Understanding**

Mr. Paul Saunders  
President - CUPE Local 1762  
St. Anthony, NL  
AOK 4SO

September 24, 2008

Dear Mr. Saunders:

**Re: Pension Plan**

The Town of St. Anthony will endeavour to carry out all necessary research of the Newfoundland and Labrador Municipal Employee's Benefit's Inc. Pension Plan in an effort to provide a 50/50 cost sharing Defined Benefit Plan. Council reserves the right to accept or refuse such plan.

Both parties agree to meet to discuss any issue arising from the research conducted.

Sincerely,

Curtis Richards  
Town Manager

**Letter of Understanding**

October 14, 2015

CUPE Local 1762  
Town of St. Anthony  
St. Anthony, NL  
AOK 4SO

**Re: Janitor at Polar Centre**

Dear Local 1762 members,

Please be advised that our Manager, Mr. Scott Coish, has been tasked with doing a full review of the janitorial requirements at the Polar Centre. Once he has completed his review, he will be making representation to his Employer on his findings and future recommendations.

Once this is completed, we will make the Local 1762 aware of its findings.

Thanks

Curtis Richards  
Town Manager

## **NOTICE**

**Arena closes at 11:00 p.m. nightly.**

**Users are required to vacate the property prior to 11:00 p.m.**

**Those who fail to comply will be asked to leave. If necessary, the RCMP will be called to assist with vacating the building.**

**St. Anthony Town Council**