

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN COUNCIL OF ROCKY HARBOUR

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4350**

January 1, 2024 – December 31, 2027

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Article 1 - Preamble

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

- (1) to maintain and improve 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 and employment as outlined in this Collective Agreement;
- (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 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.

Article 3 – Recognition and Negotiations

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 4350 as the sole and exclusive collective bargaining agency for all of its employees, save and except Town Clerk, non-working foremen, and those above the rank of non-working foremen, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 (a) 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.

(b) Town Manager

Notwithstanding the above, the Union recognizes that during the term of this Collective Agreement, the Town of Rocky Harbour may employ a Town Manager. The Town Manager will be able to assist bargaining unit members when

operationally necessary provided such assistance does not reduce the hours of work or pay of any bargaining unit employee.

3.03 No Other Agreements

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

Article 4 – No Discrimination

4.01 Employer Shall Not Discriminate

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

Article 5 – Union Membership Requirement

5.01 All Employees to 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, initiations, or assessments levied, in accordance with the Union Constitution and/or By-Laws and owing by the employee to the Union.

6.02 Deductions

Monthly deductions shall be made and forwarded to the CUPE National Secretary-Treasurer's Office, on a semi-annual basis, on January 15th and July 15th of each year.

6.03 Dues Receipts

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

6.04 The Union may from time to time request a list of names of its members along with each employee's mailing address, telephone number and classification in

electronic format and such information shall be provided to the Union by the Employer.

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 employee's Union Steward or Representative, who will provide the employee with a copy of the Collective Agreement.

Article 8 - Correspondence

8.01 Correspondence

(a) All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from Council's Town Clerk and the National Representative of the Union, with a copy to the Steward designated by the members employed by the Town of Rocky Harbour.

(b) CUPE shall notify the Town Clerk of Rocky Harbour of the name and address of the CUPE Representative or any changes in representation that may occur from time to time.

Article 9 – Labour Management Relations

9.01 Representation

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

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

9.03 Function of Bargaining Committee

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

9.04 Representative of Canadian Union of Public Employees

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, after receiving prior permission from the Employer.

9.05 Time Off for Meetings

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

9.06 Labour Management Committee

The Employer agrees that the current practice of one (1) Representative of the Union being paid to attend the Council meetings for the purpose of discussing Labour Management and other issues.

9.07 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 or following the regular working day.

Article 10 – Grievance Procedure

10.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect a Steward, whose duties shall be to assist any employee which the Steward represents, in preparing and in 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 the Steward before the Employer shall be required to recognize the employee as a Steward.

10.03 Permission to Leave Work

The Employer agrees that the Steward shall not be hindered, coerced, restrained or interfered with in any way in the performance of their Steward duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that the Steward is employed by the Employer and that the employee 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 from their Supervisor, which permission shall not be unreasonable withheld.

Notwithstanding the above, the Union shall endeavour in all instances where possible to process grievances during non-working hours.

10.04 Definition of Grievance

A grievance shall be defined as any difference or dispute regarding the interpretation, or application of this Agreement.

10.05 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) shall submit the grievance to their Steward within three (3) days of becoming aware of the occurrence of the grievance.

Step 2 – Within two (2) days of the Steward receiving the grievance, the Steward shall notify the Employer of the grievance with a general outline of the nature of the grievance.

Step 3 – If the Steward considers the grievance to be justified, the employee and the Steward shall seek to settle the dispute with the Employer within ten (10) working days of the notification to the Employer in Step 2.

Step 4 – The Employer shall have ten (10) working days after the expiration of the ten (10) day period outlined in Step 3 to render their decision.

Step 5 – Failing a satisfactory settlement being reached in Step 4, the Union may refer the dispute to Arbitration within ten (10) working days of receiving the Employer's decision as outlined in Step 4.

10.06 Policy Grievance

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

10.07 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.

10.08 Grievances on Safety

An employee or 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.

10.09 Replies in Writing

Grievances, replies to grievances, and notifications under this Article shall be in writing at all stages.

10.10 Facilities for Grievances

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

10.11 Supplementary Agreements

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

10.12 Time Limits

The time limits as set out in the grievance procedure may be varied by mutual consent of the parties.

10.13 Technical Objections to Grievances

No grievance shall be defeated or denied by a technical objection based on a clerical, typographical or similar technical error or by inadvertent omission of a step in the grievance procedure.

10.14 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, and 2 of the Grievance shall be omitted in such cases.

Article 11 - Arbitration

11.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail addressed to the other party of 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 (2) nominees shall then meet to 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 chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Environment and Labour 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 Chairman 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 Chairman 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 on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration, to reconvene the Board to clarify the decision, which it shall do within five (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 of the fees and expenses of the Chairman.

11.07 Amending of Time Limits

The time limits fixed in both 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.

11.09 Provision for Single Arbitrator

The parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Board, in which event the foregoing provisions of this Article shall apply equally to a single Arbitrator where reference is made to an Arbitration Board.

11.10 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time spent in grievance meetings with the Employer and in arbitration proceedings.

Article 12 – Discharge, Suspension and Discipline

12.01 Warnings

Whenever it is deemed necessary to censure an employee in a matter 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 employee involved.

12.02 Discharge Procedure

An employee who has completed their probationary period may be dismissed but only for just and reasonable cause and only upon the authority of the Employer. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

12.03 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 the employee's former position without loss of seniority and shall be compensated for all time lost in an amount equal to the employee's 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 a Board of Arbitration, if the matter is referred to such a Board.

12.04 Burden of Proof

In cases of discharge or discipline, the burden of proof and just cause shall rest with the Employer.

12.05 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. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

12.06 Adverse Report

An employee shall be notified in writing of any expression of dissatisfaction concerning the employee's 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 the employee at any time.

The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record.

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

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

12.07 Access to Personnel Files

An employee should have access to their employment record when requested. Upon written request to the Employer, an employee shall have the right to view their personnel file. The employee may request copies of documents contained in the file and such requests shall not be unreasonably denied.

Article 13 - Seniority

13.01 Seniority Defined

Seniority is defined as the length of service 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.

13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year and within thirty (30) days of the signing of this Agreement.

13.03 Probation of Newly Hired Employees

Newly hired employee(s) shall be on a probationary basis for a period of ninety (90) days worked 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 discrimination, as noted in Article 4, is claimed to be the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

13.04 Loss of Seniority

An employee shall not lose seniority rights if an 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 three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (4) The employee fails to return to work within five (5) 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 twelve (12) continuous months.

13.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent, which shall be in writing.

Article 14 – Promotions and Staff Changes

14.01 Job Postings

When a vacancy occurs or a new permanent position is created inside the bargaining unit, the Employer shall post notices of the position in 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 Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

14.03 No Outside Advertising

No outside advertising for additional employees shall be placed until present employees have had a full opportunity to apply. Notwithstanding the above, when additional employees are required, preference shall be given to residents of the Town of Rocky Harbour.

14.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (1) the principle of promotion within the service of the Employer;
- (2) that job opportunity should increase in proportion to length of service.

Therefore, in making 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.

14.05 Trial Period

The successful applicant shall be placed on trial for a period of up to two (2) 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, the employee shall be returned to the employee's 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 the employee's former position without loss of seniority, former wage or salary rate.

14.06 Union Notification

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

14.07 On the Job Training

The Employer will inaugurate and maintain a system of "on the job" training so that every employee shall have the opportunity to receive training in new skills or ability to operate new equipment as required by the Town as a condition of employment.

Article 15 – Layoffs and Recalls

15.01 Job Security

Both parties recognize that job security should 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 seniority.

15.02 Recall Procedure

Employees shall be recalled in the order of their seniority, provided 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 Lay-Off

Permanent employees shall receive ten (10) working days notice prior to effective date of lay-off. If the employee has not had the opportunity to work ten (10) days after notice of lay-off, the employee shall be paid in lieu of work for that part of ten (10) days during which work was not available. Part-time and seasonal employees shall receive advance notice of lay-off in accordance with the provisions of the Labour Standards Act.

Article 16 – Hours of Work

16.01 Standard Daily Hours

The normal workday shall not commence before 8:00 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.

Except hereinafter provided, the hours of work shall be:

8:00 a.m. to 12:00 p.m.

1:00 p.m. to 5:00 p.m.

Employees shall have the option of taking a reduced lunch hour of thirty (30) minutes and finish the workday at 4:30 p.m.

16.02 Standard of 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 Paid Rest or Relief Periods

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

16.04 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

(a) Employees from Monday to Friday may be requested to work up to eight (8) hours per day at straight time rates. Time and one half (1 ½) shall be paid to employees working beyond eight (8) hours in a workday. Overtime rates of time and one half (1 ½) shall be paid for all hours worked in excess of forty (40) hours per week or Saturday, Sunday or holidays.

(b) Instead of cash payment for overtime, an employee may receive time off at the appropriate overtime rate, at a time to be mutually agreed upon by the employee and the Town. No overtime bank shall exceed eighty (80) hours. Any overtime in excess of eighty (80) hours shall be paid out at the appropriate overtime rate.

17.02 Flex Hours

Between Monday and Friday, employees may be requested to take time off during the regular workweek once an employee has reached forty (40) hours in any one (1) week.

17.03 Saturday and Sunday Work

Time and one-half (1 ½) shall apply for all hours worked on Saturday and Sunday.

17.04 Overtime on Statutory Holiday

Time and one half (1 ½) shall apply for all hours worked on Statutory Holidays in addition to holiday pay. Any hours worked may be used only once for the calculation of overtime.

17.05 Meal Breaks

The Employer agrees to provide a one (1) hour meal break after every five (5) hours worked following the lunchtime meal break.

17.06 Lay-off to Compensate for Overtime

Employees may be required to take time off during regular hours to equalize overtime worked during the regular workweek as expressed in Article 17.02.

17.07 Overtime for Part-time Employees

Part-time employees shall work up to full time hours at straight time rates. All other overtime provisions shall be the same as expressed in this Article for permanent employees.

17.08 Call Back Pay Guarantee

An employee who is called in to work outside the employee’s normal working hours shall be paid for a minimum of three (3) hours at straight time rates from midnight Sunday night until midnight Friday night. Callback from midnight Friday night until midnight Sunday night shall be paid at three (3) hours time and one half (1½). Employees shall be paid from the time the employee leaves their home until such time as work is completed.

17.09 Callback/Standby for Adverse Weather Conditions

Standby means any period of time during which, on the instruction of the Town Clerk-Manager, an employee is required to be available for recall to work.

- (i) An employee required to perform standby duty shall be paid one (1) hour’s wages for each eight (8) hour shift to a maximum of three (3) hours standby pay per day.
- (ii) If an employee is required to work, the employee will be paid one and one half (1 ½) hours’ wages for each hour worked.
- (iii) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.
- (iv) On-call duty shall be equally divided among the qualified employees.

In cases where an employee is required to work on a callback beyond 0200 hours, and who has not had a sufficient rest period, the employee will be entitled to up to an eight (8) hour rest period without loss of pay before commencing the employee’s regular scheduled shift.

An employee shall not receive any payment for transportation expenses where transportation is provided by the Employer. Where transportation is not provided, an employee shall be paid the applicable Government Rate for mileage.

Article 18 - Holidays

18.01 The Employer recognizes the following as paid holidays:

- | | |
|------------------------------|--|
| New Year’s Day (January 1) | Orangeman’s Day (July) |
| St. Patrick’s Day (March 17) | Labour Day (September) |
| Good Friday (March/April) | National Day for Truth & Reconciliation (Sept. 30) |
| St. Geroge’s Day (April) | Thanksgiving Day (October) |
| Commonwealth Day (May 24) | Remembrance Day (November 11) |
| Discovery Day (June) | Christmas Day (December 25) |
| Memorial Day (July 1) | Boxing Day (December 26) |

In addition to those holidays listed above, there shall be two (2) floating holidays. The scheduling of these two (2) floating holidays shall be agreed upon by the parties.

To qualify for such holidays, the employee shall be available for work on the regular working day preceding and the regular working day following that holiday.

18.02 Compensation for Statutory Holidays Falling on Scheduled Day Off

When any of the aforementioned 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 19 - Vacations

19.01 Length of Vacation

Employees 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 year	- .83 working days for each month
One to five years	- two (2) weeks
Six to Eight years	- three (3) weeks
Nine to fourteen years	- four (4) weeks
Fifteen to nineteen years	- five (5) weeks
Twenty years until retirement	- six (6) weeks

19.02 Compensation for Holidays Falling Within Vacation Schedule

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

19.03 Vacation Pay on Termination

An employee terminating their employment at any time in the employee's 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.

19.04 Preference in Vacations

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

19.05 Vacation Schedule

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

19.06 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.

19.07 Part-time Workers, Vacation

All part-time workers will receive vacation pay entitlement every payday.

19.08 Maximum Accumulation of Vacation

Unused vacation days may be carried over to the following calendar year, up to a maximum of one (1) year's worth of accrued vacation days. Unused vacation days that expire shall be compensated to the employee at their regular rate of pay at the end of the calendar year.

Article 20 – Sick Leave Provisions

20.01 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 Workplace Health, Safety and Compensation Act.

20.02 Annual Paid Sick Leave

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of 1½ days for each month an employee is employed.

20.03 Maximum Accumulation of Annual Sick Leave

Sick leave may be accumulated up to and including one hundred and twenty (120) days. Any/All sick leave accumulated beyond one hundred and twenty (120) days will be paid out in the last pay period of December in the current year equal to fifty percent (50%) of the rate of pay.

20.04 Illness in the Family

(a) In case of illness of an immediate member of the family of an employee where no one, other than the employee can provide for the family member's needs, the employee shall be entitled after notifying their superior, to use a maximum of five (5) accumulated sick leave days per calendar year for this purpose.

(b) For the purpose of this Article, immediate member of the family is defined as spouse or common-law equivalent, children, mother, father, or infirm relative living in the employee's home.

20.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave to the nearest half (½) day.

20.06 Proof of Illness

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

20.07 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 not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

20.08 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 fifteen (15) days. This sick leave extension shall be repaid by the employee upon the employee's return to duty through the employee's normal monthly accumulation, but should the employee terminate their employment with the Employer, the balance of sick leave extension shall be recovered by payroll deduction or other methods.

20.09 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 the employee's credit.

20.10 Payment for Unused Sick Leave on Termination of Employment

An employee having accrued sick leave to the employee's credit shall, on severance or retirement, receive a salary grant in lieu thereof equal to fifty (50%) per cent of such credit at the rate of pay effective immediately prior to severance or retirement. In the event of death, the value of all accrued sick leave shall be paid to the employee's beneficiary.

20.11 Workplace Health, Safety and Compensation Pay Supplement

- (a) All employees shall be covered by the Workplace Health, Safety and Compensation Act.
- (b) An employee receiving payment for a compensable injury under Workplace NL shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on Workplace NL, the Employer shall continue to pay the Employer's share of all premiums for employee benefit plans, including the pension plan.
- (c) An employee who is no longer deemed to have a compensable injury shall be placed in the employee's former or equivalent position with the Employer.

- (d) Employees shall have thirty (30) days after receipt of final pay to bring forward any payroll discrepancies.

Article 21 – Leave of Absence

21.01 Negotiation Pay Provision

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.

21.02 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 contract.

21.03 Leave of Absence for Union Functions

Employees shall be granted leave of absence, not to exceed six (6) days per annum without pay or loss of seniority, upon request to the Employer, to represent the Union at Union sponsored functions.

21.04 Paid Bereavement Leave

An employee shall be granted a minimum of five (5) consecutive workdays 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, sister-in-law, brother-in-law. Where the burial occurs outside the Province, such leave shall be five (5) consecutive workdays with pay.

21.05 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 as requested by the Employer as a condition of employment.

21.06 General Leave

The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Subject to operational requirements of the Employer, such approval shall not be unreasonably withheld.

21.07 Family Leave

Employees shall be awarded three (3) days paid Family Leave in each calendar year. This leave shall be utilized for the following:

- (a) Attend to the temporary care of a sick family member;
- (b) Attend to the needs related to the birth of the employee's child;
- (c) Accompany a family member on a medical or dental appointment;
- (d) Attend to meetings with school authorities;

- (e) Attend to the needs related to the adoption of a child;
- (f) Attend to needs related to home or family emergencies.

Article 22 – Payment of Wages and Allowances

22.01 Pay Days

The Employer shall pay salaries and wages every week in accordance with Schedule 'A' attached hereto and forming part of this Agreement. On each payday, an employee shall be provided with an itemized statement of the employee's wages, overtime and other supplementary pay and deductions.

22.02 Equal Pay for Equal Worth

The principle of equal pay for equal worth shall apply, regardless of sex.

22.03 Pay on Temporary Transfer, 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, the employee 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 the employee's former rate of pay.

22.04 Pay of Temporary Transfer, Lower Rated Job

When an employee is assigned to a position paying a lower rate, the employee's rate shall not be reduced.

22.05 Vacation Pay

An employee may, upon giving at least three (3) days' notice, receive on the last office day preceding commencement of the employee's annual vacation any pay cheques which may fall due during the period of vacation. Advance pay cheques shall be post dated and may not be cashed until regular payday.

22.06 Mileage Allowances

Employees, when required by the Employer to use their own automobile for the Employer's business and travel on Employer's business, shall be paid the prevailing Provincial Government Rate and travel provisions.

22.07 Premium Pay

Employees, while providing direction or supervision to other employees when required, shall receive a ten cent (\$0.10) per hour premium rate for acting in the role of lead hand.

22.08 Legal Fees

The Employer shall pay all legal costs arising out of the defence of an employee charged in any court as a result of performing the employee's job within the scope of their duties for the Employer.

22.09 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.

22.10 RRSP

All full-time and seasonal employees will receive a RRSP contribution by the Employer.

- (i) For all full-time employees, this will be equivalent to one (1) week's wages/salary. The employee will have the option to match the RRSP contribution.
- (ii) All seasonal employees will receive a RRSP contribution, but it will be prorated based on the number of weeks worked in the calendar year. The employee will have the option to match the RRSP contribution.

Article 23 – Job Classification and Reclassification

23.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent.

23.02 No Elimination of Present Classifications

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

23.03 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 feel the employee is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the classification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

Article 24 – Safety and Health

24.01 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.

24.02 Union - Employer Safety Committee

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

24.03 Safety Measures

- (a) Safety hats and safety boots with steel toes shall be worn by all employees covered by this Agreement as required by Occupational Health & Safety Legislation and Regulations.
- (b) Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing.
- (c) The Employer agrees to provide to each employee three hundred and fifty dollars (\$350.00) annually to be used as an allowance for the purchase of steel toe boots, coveralls, or rain gear.

24.04 Injury Pay Provision

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.

24.05 Transportation of Accident Victims

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

24.06 Pollution Control

The Employer and the Union agree to limit all forms of environmental pollution. Therefore, the parties affirm, according to their respective responsibilities, their joint objective to take whatever action is possible to achieve an environment, both at work and in the community, which is pollution free.

24.07 First Aid Kits

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

24.08 Sanitary Conditions

Where employees are required to be transported from one job site to another during the working day, they shall not be required to travel in a vehicle that is unsanitary or unhealthy.

24.09 Excavation Work

Excavation work is to be done in compliance with Provincial Occupational Health and Safety Legislation and Regulations.

24.10 Right to Refuse or Stop Unsafe Work

Employees have the right to refuse work according to the Occupational Health & Safety Legislation and Regulations.

Article 25 – Job Security

25.01 Restrictions on Contracting Out

The Town agrees, in respect of work or services not currently contracted out, to endeavour to perform or carry out such work or services with their own employees and equipment wherever it can be so done in a reasonably efficient and cost-effective manner. The Union recognizes the right of the Town to continue to contract out work or services currently being contracted out. If the Town decides to contract out work or services not currently being contracted out, they shall do so in such a manner as to not adversely affect the employment of bargaining unit members.

Article 26 - General

26.01 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.

Article 27 – Term of Agreement

27.01 Duration

This agreement shall be binding and come into effect from January 1, 2024 to December 31, 2027 and shall continue from year to year thereafter unless either party gives the other party notice in writing at least two (2) months prior to December 31, 2027 in that it desires its termination or amendment.

27.02 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.

27.03 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed.

27.04 Agreements to Continue in Force

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

- (a) the notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto unless the parties otherwise mutually agree.
- (b) both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and, if negotiations extend beyond the anniversary date of the Agreement any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

27.05 Strikes or Lockouts

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

Article 28 – Severance Pay

28.01 Severance Pay

Upon the death of an employee with five (5) or more years of service, the Employer agrees to pay to the employee's beneficiary severance equal to one week's pay for each year of service at the rate of the position last held to a maximum of six thousand dollars (\$6,000.00).

Article 29 - Definitions

- (a) "Permanent Employee" means a person who has completed their probationary period and is employed without reference to any specific date of termination.
- (b) "Seasonal Employee" means a person who works up to full time hours for a defined seasonal period.
- (c) "Probationary Employee" means a person who has worked less than the prescribed probationary period.

SCHEDULE 'A'

WAGES

January 1, 2024 – 4% - except Labourer III & Depot Attendant Assistant to receive \$1.00
January 1, 2025 – 4%
January 1, 2026 – 2%
January 1, 2027 – 2%

Retroactive to January 1, 2024

<u>CLASSIFICATION</u>	<u>CURRENT Dec. 31, 2023</u>	<u>EFFECTIVE Jan. 1, 2024</u>	<u>EFFECTIVE Jan. 1, 2025</u>	<u>EFFECTIVE Jan. 1, 2026</u>	<u>EFFECTIVE Jan. 1, 2027</u>
Labourer I (formerly Utility Worker)	\$21.77	\$22.64	\$23.55	\$24.02	\$24.50
Labourer II (formerly Seasonal Labourer)	\$19.49	\$20.27	\$21.08	\$21.50	\$21.93
Labourer III (formerly Casual Labourer)	\$15.60	\$16.60	\$17.26	\$17.61	\$17.96
Landscaper	\$16.61	\$17.27	\$17.97	\$18.32	\$18.69
Depot Attendant	\$19.99	\$20.79	\$21.62	\$22.05	\$22.49
Depot Attendant Assistant	\$15.60	\$16.60	\$17.26	\$17.61	\$17.96
Loader Operator	\$24.04	\$25.00	\$26.00	\$26.52	\$27.05
Part-time Office Asst.					

Letter of Agreement which is understood by the parties to form part of the Collective Agreement:

CUPE Local 4350 recognizes and supports the Town of Rocky Harbour in their efforts to apply for Job Development Grants. Grant employees may perform work for the Employer provided such work does not adversely affect the hours of work or pay of bargaining unit employees.


CUPE Local 4350 agrees that the current practice of citizens providing service to the Employer in lieu of paying tax bills may continue as long as such service does not adversely affect the hours of work or pay of bargaining unit employees.

Ms. Donna Ryan
National Representative
Canadian Union of Public Employees
Commerce Court
17-50 Main Street
Corner Brook, NL
A2H 1C4

Dear Ms. Ryan:

This will confirm that employees are not responsible for any problems which may arise from the water (i.e. E.coli, etc.) while the employee is on lay-off.

Yours truly,

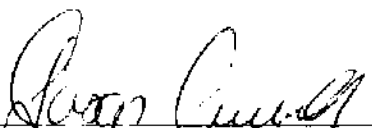

On behalf of the
Town of Rocky Harbour

Ms. Donna Ryan
National Representative
Canadian Union of Public Employees
Commerce Court
17-50 Main Street
Corner Brook, NL
A2H 1C4

Dear Ms. Ryan:

The Employer agrees that they will check into the feasibility of having a group benefit plan for employees. In the event that this is not feasible, the Employer will, in lieu of providing a group benefit plan, pay the amount of \$850.00 per year for the life of the agreement to all employees who work six (6) months or more in the calendar year.

Yours truly,


On behalf of the
Town of Rocky Harbour

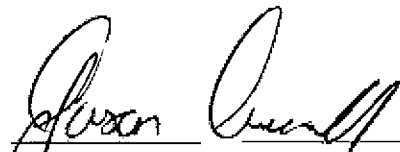
Ms. Donna Ryan
National Representative
Canadian Union of Public Employees
Commerce Court
17-50 Main Street
Corner Brook, NL
A2H 1C4

Dear Ms. Ryan:

The provisions of Article 17.08 shall be waived with respect to the scheduled weekend water test only and in the following manner:

Employees shall accumulate one (1) hour per day for performing the scheduled weekend water test and shall take that time off at a time mutually agreed upon between the employee and Employer; preferable during the week following the scheduled weekend water test.

Yours truly,



On behalf of the
Town of Rocky Harbour

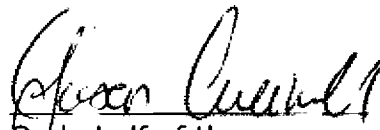
National Representative
Canadian Union of Public Employees
Commerce Court
17-50 Main Street
Corner Brook, NL
A2H 1C4

Dear Ms. Ryan:

The provisions of Article 22.04 shall be waived with respect to the pay of Temporary Transfer for Lower Rated Job only, and in the following manner:

A Labourer II worker (William Ellsworth) transferred to the Depot Attendant Assistant position shall retain their Labourer II position until retirement, at which time the wage for the Depot Attendant Assistant position will revert to the negotiated wage, as per the Collective Agreement.

Yours truly,



On behalf of the
Town of Rocky Harbour

SIGNED ON BEHALF OF THE TOWN
OF ROCKY HARBOUR

Jason Cullihall
Jason Cullihall

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4350

David French
David French

Tracy Reid
Witness – Tracy Reid

Tracy Reid
Witness – Tracy Reid

Donna Ryan
Donna Ryan
National Representative

Megan Weiss
Witness – Megan Weiss

Dated this 19 day of Sept, 2024.