



COLLECTIVE AGREEMENT

BETWEEN

THE TOWN COUNCIL OF LA SCIE

Hereinafter called the Employer

PARTY OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1567-01

Hereinafter called the Union

PARTY OF THE SECOND PART

January 1, 2026 – December 31, 2029

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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, employment, services, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02

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 1567-01 as the sole and exclusive collective bargaining agent for all of its employees, save and except Town Clerk, casual employees employed for a period of less than thirty (30) calendar days, non-working foremen, and those above 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 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 representative 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 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 affiliations, sex or marital status, nor by reason of their 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 Bylaws of the Union. All future employees shall, as a condition of continued employment, become and remain members in good standing in the Union after being employed for a period of more than thirty (30) calendar days.

ARTICLE 6 – CHECK OFF 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 Bylaws and owing by them 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 15th day of the following month, accompanied by a list of the names, classifications and addresses of the employees from whose wages the deductions have been made.

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.

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 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 their Union Steward or Representative, who will provide them with a copy of the Collective Agreement.

7.03 Interviewing Opportunity

A Representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence

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

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 Cooperation Committee, who is in the employ of the Employer, shall have the right of attending meetings held within working hours without loss of remuneration.

ARTICLE 10 – RESOLUTIONS AND REPORTS OF THE BOARD

10.01 Copies of Resolutions

Copies of all Motions, Resolutions and Bylaws or Rules and Regulations adopted by the Council, which affect the members of this Union, are to be posted on all bulletin boards.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 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 two (2) Stewards, whose duties shall be to assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

11.02 Names of Stewards

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

11.03 Grievance Committee

The Stewards so selected shall constitute the Grievance Committee.

11.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement.

Therefore, no Steward shall leave their work without obtaining the permission from their Supervisor, which permission shall not be unreasonably withheld.

11.05 Definition of Grievance

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

11.06 Settling of Grievances

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

Step 1 – The aggrieved employee(s) shall submit the grievance to their Steward within five (5) 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 Town Council of La Scie a written statement of the particulars of the grievance and the redress sought. The Town Council of La Scie shall render its decision within four (4) working days after receipt of such notice.

Step 4 – Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

11.07 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, Step 1 and 2 of this Article may be bypassed.

11.08 Union May Institute Grievance

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

11.09 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.

11.10 Replies in Writing

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

11.11 Facilities for Grievances

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

11.12 Supplementary Agreements

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

11.13 Failure to Act Within Time Limits

If the grievor or the Union fail to process a grievance to the next Step in the grievance procedure within the time limits specified, it shall be deemed to be abandoned and they shall not be deemed to have prejudiced their positions on any future identical grievance.

11.14 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 justice of the case.

ARTICLE 12 – ARBITRATION

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by traceable mail/email or any other written means provided written receipt of application is acknowledged, 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 traceable mail/email or any other written means provided written receipt of application is acknowledged, indicating the name and address of its appointee to the Arbitration Board. The two (2) Arbitrators shall then meet to select an impartial Chairperson.

12.02 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 Labour upon the request of either party.

12.03 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.

12.04 Decision of the Board

The decision of the majority shall be 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 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.

12.05 Disagreement on Decision

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

12.06 Expenses of the Chairperson

Each party shall pay:

1. The fees and expenses of the nominee it appoints.
2. One-half (1/2) of the fees and expenses of the Chairperson.

12.07 Amending of Time Limits

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

12.08 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.

The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in grievances, arbitration, or any other matter, except in accident matters

that could be detrimental to employees or to the Union. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Warnings

Whenever 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 Secretary of the Union, with a copy to the employee involved. The employee shall sign the warning slip indicating that they received a copy of same.

13.02 Discharge Procedure

An employee who has completed their one (1) month 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. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

13.03 Cause for Immediate Dismissal or Other Disciplinary Action

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

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

13.04 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 11 – Grievance Procedure. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.

13.05 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 a Board of Arbitration, if the matter is referred to such a Board.

13.06 Burden of Proof

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

13.07 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.

13.08 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 not 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 the employee's work. 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 them at any time in the following instances:

1. When eighteen (18) months have elapsed since a suspension, provided there has been no recurrence of a similar and/or any other infraction.
2. 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.

ARTICLE 14 – SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit 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.

14.02 Length of Service Defined

It is agreed that the interpretation of length of service shall be any period of employment in respect of which an employee is in receipt of salary or wages from the Employer. However, this shall not affect the seniority of employees who have already been credited with seniority as per the latest seniority list. (1976)

14.03 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.

14.04 Probation of Newly Hired Employees

Newly hired labourer employee(s) shall be on a probationary basis for a period of thirty (30) days from the date of hiring. Newly hired skilled employee(s) shall be on a probationary basis for a period of sixty (60) days from the date they perform the duties they were hired to perform.

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.

14.05 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, 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 sufficient cause or 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 layoff and after being notified to do so by traceable mail/email or any other written means provided written receipt of application is acknowledged, 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.

14.06 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent, which shall be in writing. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority acquired at the date of leaving the Unit but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, the employee shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs or a new 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.

15.02 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.

15.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

1. The principle of promotion within the service of the Employer.
2. That job opportunity should increase in proportion to length of service.

Therefore, in making 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.

15.04 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 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.

15.05 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.

15.06 Union Notification

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

15.07 Handicapped Worker Provision

An employee who has become incapacitated by injury or illness 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.

15.08 Older Worker Provision

An employee who, through advancing years or temporary disablement, is unable to perform their 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 16 – LAYOFFS AND RECALLS

16.01 Layoffs

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 reverse order of their seniority.

16.02 Recall Procedure

Employees shall be recalled in the order of their seniority, providing they are qualified to do the work. Notwithstanding the foregoing, in cases of emergency when regular employees on layoff cannot be located, or if so, cannot work within a reasonable period of time, the Employer shall have the right to hire other employees to carry out the emergency operations.

16.03 No New Employees

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

16.04 Advance Notice of Layoff

Permanent employees shall receive fifteen (15) working days notice prior to effective date 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 the fifteen (15) days during which work was not available.

16.05 Grievances on Layoffs

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 17 – HOURS OF WORK

17.01 Standard Daily Hours

The normal workday shall not commence before 7:00 a.m. nor finish later than 4:00 p.m. No shift shall be spread over a period longer than nine (9) hours.

Except hereinafter provided, the hours of work shall be:

October 1 – mid-May	7:00 am - 12:00 pm and 1:00 pm - 4:00 pm (one (1) hour lunchbreak)
Mid-May – September 30	7:00 am – 4:00 pm (work and go lunchbreak)

17.02 Standard of Average Weekly Hours

- (a) The normal work week shall consist of:
- i. five (5) days from Monday to Friday inclusive, for a total of forty (40) hours per week (October 1st – mid-May).
 - ii. four (4) days from Monday to Thursday 7:00 am – 4:00 pm and (1) day Friday 7:00 am – 11:00 am inclusive, for a total of forty (40) hours per week (mid-May to September 30th).

(b) Shift work:

Notwithstanding the foregoing, the Union hereby acknowledges the right of the Employer to institute a special shift for snow clearing which will operate as follows:

The employee(s) assigned to snow clearing shall work the regular hours of work (8-5) Monday through Friday. For all hours beyond 5:00 p.m., including hours worked midnight, the employee(s) shall be compensated at the overtime rate of time and one-half (1 ½).

However, if and when an employee assigned to snow clearing commences snow removal any time after midnight Sunday through Thursday, that shall be the commencement of the employee's regular day's work and they shall receive straight time for all hours worked up to and including eight (8) hours. Time and one-half (1 ½) rates shall apply after eight (8) hours.

Employees shall receive time and one-half (1 ½) for all work performed on Saturday and double time for all work performed on Sunday.

17.03 Paid Rest or Relief Periods

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

17.04 Union Meeting Night

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

17.05 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 18 – OVERTIME

18.01 Overtime Defined

All time worked beyond the normal workday, the normal work week, or on a holiday, shall be considered as overtime.

18.02 Compensation for Work after Daily Scheduled Hours (Day Workers Only)

Overtime rates shall apply as follows:

- Time and one-half (1 ½) for all hours worked after daily scheduled hours, Monday to Friday.
- Time and one-half (1 ½) shall apply for all hours worked on Saturday.
- Double time (2) shall apply for all hours worked after midnight Saturday to midnight Sunday.
- 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.

18.03 Payment for or Supply of Meals

Employees required to work more than one (1) hour overtime shall be given one (1) hour off for a meal period or be provided with a meal by the Employer.

18.04 No Layoff to Compensate for Overtime

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

18.05 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 working 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.

18.06 Sharing of Overtime

Overtime and call back time shall be divided equally among employees who are willing and qualified to perform the available work. No employee will be required to work foreseen overtime when there are available and qualified employees on layoff. Documentation shall be provided by the lead hand detailing the name of anyone on layoff who refused to work with reasons given for their refusal and date and time of their refusal.

18.07 Call Back Pay Guarantee

An employee who is called in to work outside their normal working hours shall be paid for a minimum of three (3) hours at overtime rates and shall be paid from the time the employee leaves their home to report for duty until such time as work is completed.

ARTICLE 19 – HOLIDAYS

19.01 The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Commonwealth Day
Labour Day	Discovery Day
Thanksgiving Day	Memorial Day
Remembrance Day	Christmas Day
Boxing Day	Easter Monday
Three (3) Floaters	Truth and Reconciliation Day

Plus, one (1) other floating holiday after five (5) years of service, and an additional floating holiday after ten (10) years of service.

To qualify for such holidays, the employee shall have worked either the regular working day preceding or following that holiday.

Employees shall also be granted four (4) hours off on Christmas Eve and four (4) hours off on New Year's Eve, unless emergency circumstances otherwise dictate. In the event that the employee is required to work under these emergency circumstances, it shall be at the regular rate of pay.

Seasonal workers to be granted their floaters during their recall period.

Commencing June 1, 2012, employees shall receive a wage increase of nine cents (9¢) per hour in place of the third statutory holiday.

19.02 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 20 – VACATIONS

20.01 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 (1) year | - | 5/6 working day for each month |
| One (1) year | - | Two (2) weeks |
| After five (5) years | - | Three (3) weeks |
| After eight (8) years | - | Four (4) weeks |
| After fifteen (15) years | - | Five (5) weeks |
| After twenty (20) years | - | Six (6) weeks |

20.02 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.

20.03 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.

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 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. Vacation claims submitted after May 1st of each year will be granted at the Employer’s discretion. Such approval shall not be unreasonably withheld.

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.

20.07 Seasonal/Temporary Workers' Vacation

Five percent (5%) of gross earnings shall be paid to seasonal/temporary workers on a weekly basis in lieu of vacation time off after the employee has worked for the Employer for five (5) years.

Six percent (6%) of gross earnings shall be paid to seasonal/temporary workers on a weekly basis in lieu of vacation time off after the employee has worked for the Employer for fifteen (15) years.

ARTICLE 21 – SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workplace Health, Safety and Compensation Act or to attend medical appointments.

21.02 Annual Paid Sick Leave

- (a) Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1 ½) days for each month an employee is employed.
- (b) Any seasonal/temporary employees who are called into work outside their regular call back will accumulate sick days on a pro-rated basis.

21.03 Maximum Accumulation of Annual Sick Leave

Sick leave may be accumulated up to and including seventy-five (75) days.

21.04 Illness in the Family

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

21.05 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.

21.06 Proof of Illness

An employee is eligible for sick leave when the employee is unable to perform duties because of illness, injury or other disability provided the necessary sick days have been accumulated.

The Employer may request a medical certificate after an employee has claimed in excess of two (2) consecutive working days at any time or in excess of seven (7) working days in aggregate in any calendar year. In any case where the Employer is satisfied that it is not possible for the employee to secure a medical certificate, a certificate of a registered nurse or licensed practical nurse may be accepted in place of a medical certificate. The Employer will work with the employee to acquire a sick note in a timely manner (up to one (1) week).

In cases of an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness.

21.07 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 layoff.

21.08 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 their return to duty through their 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.

21.09 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 their credit.

21.10 Payment for Unused Sick Leave on Termination of Employment

An employee having accrued sick leave to their credit shall, on severance or retirement, receive a salary grant in lieu thereof equal to 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.

Any new employee hired on or after January 1, 2006, shall receive benefits from Article 21.10 based on years of service as follows:

Up to five (5) years	-	No payment of accumulated sick leave
Six (6) to fifteen (15) years	-	Fifty percent (50%) payout
Sixteen (16) to twenty-five (25) years	-	Seventy-five percent (75%) payout
Twenty-six (26) years and up	-	One hundred percent (100%) payout

NOTE: Definition of year being a minimum of fourteen (14) weeks or four hundred and twenty (420) hours.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 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.

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 contract. However, notwithstanding the generality of the foregoing, only one (1) day per year with pay shall be allowed for an employee to attend any one (1) arbitration case.

22.03 Leave of Absence for Union Functions

Any two (2) employees shall be granted leave of absence, not to exceed five (5) days per annum without loss of seniority, upon request to the Employer, 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 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, grandparent. Where the burial occurs outside the province, such leave shall include, as well, reasonable travelling time, the latter not to exceed seven (7) days but without pay.

22.05 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 in the Employer’s service.

22.06 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. Such approval shall not be withheld unjustly.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.01 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 pay day, an 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

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

23.03 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 they are receiving at the time, the employee shall be paid such higher rate 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 of Temporary Transfer, Lower Rated Job

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

23.05 Vacation Pay

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

23.06 Mileage Allowance

Employees required to use their own automobile for the Employer's business shall be paid the prevailing Government Rate.

23.07 Rates for Lead Hand

An employee who agrees to act in the capacity of Lead Hand shall receive the following premium in excess of the highest rated classification supervised up to and including the classification of truck drivers. This rate is applicable while the employee is performing the duties of that classification. A Lead Hand does not have the authority to hire, fire, discipline or discharge a member of the bargaining unit and is responsible to report to the Town Clerk who then reports to the Mayor or Designate. A Lead

Hand is one who, over and above their regular work, supervises one (1) or more employees. A Lead Hand is one who performs duties as set forth by Council.

January 1, 2022 - \$3.25
January 1, 2023 - \$3.50
January 1, 2024 - \$3.75
January 1, 2025 - \$4.00
January 1, 2026 - \$5.00

An employee who decides to discontinue performing the duties of Lead Hand position shall give Council four (4) weeks notice.

23.08 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 their duties for the Employer.

ARTICLE 24 – JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Job Descriptions

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

ARTICLE 25 – SAFETY AND HEALTH

25.01 Cooperation on Safety

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

25.02 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.

25.03 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 their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee 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.

25.04 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.

25.05 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.

25.06 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.

25.07

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.

25.08 Excavation Work

When employees are employed in excavation work, there shall be an employee on the surface of the ground to ensure the safety of employees engaged in the trench and to assist in the carrying out of the work.

25.09 Safety Clothing

The Employer agrees to provide the following items of safety clothing to permanent employees:

- 6" CSA approved safety work boots with steel toe and shank – two hundred and seventy-five dollars (\$275.00)
- Rain Gear
- Hard Hat
- Gloves
- Summer and Winter Coveralls

These items shall be replaced on an exchange basis once per year. Safety glasses shall be replaced as required on an exchange basis.

25.10 Open Sewage Premium

For an employee who is required to handle sewage, protective equipment will be provided for health purposes, as defined in the OH&S Act and Regulations and shall receive an additional premium of three dollars (\$3.00) per hour worked on live sewer.

25.11 Twinrix

The Union agrees that the Employer will provide the Twinrix vaccine to employees who request the vaccine. The Employer shall not be responsible for any employee who does not request the vaccine.

ARTICLE 26 – JOB SECURITY

26.01 Restrictions on Contracting Out

The Union recognized the right and duty of Management to arrange for the performance of public services as efficiently and economically as possible. However, the functions of Management in this respect shall not be exercised where it is feasible and reasonably economical for the Town in terms of its equipment and work force to perform maintenance and service, in such manner as to adversely affect the employment of Union members who have seniority under the terms of this Agreement as of May 1, 1987.

ARTICLE 27 – GENERAL

27.01 Plural Terms May Apply

Wherever 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 28 – TERM OF AGREEMENT

28.01 Duration

This Agreement shall be binding and come into effect from January 1, 2026 to December 31, 2029 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, 2029 in that it desires its termination or amendment.

28.02 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.

28.03 Notice of Changes

Either party desiring to propose changes or amendments in 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.

28.04 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.

28.05 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 29 – PENSIONS

29.01 Pensions

The Employer agrees that the current pension plan is the Newfoundland and Labrador Municipal Employee Benefits Inc. Pension Plan Option 1.

29.02 RRSP – Full-time Permanent Employees

The Employer agrees to contribute to RRSP for permanent full-time employees at sixty cents (60¢) per hour and the permanent full-time employee agrees to match this contribution at sixty cents (60¢) per hour.

29.03 Severance Pay

When a regular employee with five (5) or more years of service resigns or is permanently laid off for reasons other than just cause, the employee shall receive severance pay equal to one (1) week's pay for each year's service at the rate of the position last held to a maximum of six thousand dollars (\$6000.00).

Seasonal/Temporary employees shall be entitled to severance pay after six (6) years which will be calculated on a pro-rated basis to a maximum of six thousand dollars (\$6000.00).

ARTICLE 30 – DEFINITIONS

30.01 Regular Employees

Regular employees shall be defined as all those employed by Council for an accumulative period in excess of twelve (12) months.

30.02 Seasonal/Temporary Employees

Seasonal/temporary employees shall be defined as all those employed full-time for a period of less than twelve (12) months on a yearly basis and subject to annual layoff. Upon layoff, such employees shall be recalled by seniority for casual work until such time as they are recalled to seasonal full-time employment.

30.03 Casual Employees

Casual employees shall be defined as all those employed for work on an as-needed basis.

SCHEDULE 'A'

WAGES

Wage Rates:	Present	Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028	Effective January 1, 2029
Heavy Equipment Operator		\$1.72	\$1.72	\$1.72	\$1.72
	\$23.12	\$24.84	\$26.56	\$28.28	\$30.00
Labourer		\$1.00	\$0.75	\$0.50	\$0.50
	\$21.61	\$22.61	\$23.36	\$23.86	\$24.36

Letters of Agreement

Letters of Agreement are understood by the parties to form part of the Collective Agreement:

Job Development Grants

This is to inform the Council that CUPE Local 1567-01 supports the Town of La Scie in its efforts to apply for Job Development Grants provided that such work is carried out in summer when our seasonal workers are working or in winter when our full-time employees are working. It is also understood that these projects will only cover work that would not normally be done by our full-time Union employees or by hiring our seasonal workers.

The Council agreed that there will be at least one (1) Union position guaranteed full time hours in future unless there is a major breakdown or financial problems beyond Council's control arises. If Council is claiming financial difficulties, the Union will have opportunity to view Council's books.

Garbage Collection and Other Work

Both parties agree that within six (6) months of the signing of the Collective Agreement, the parties will meet to discuss the garbage collection and other work that can be done by Town employees.

Chlorine

Both parties agree that following the installation of the chlorinating/chlorination system, the parties will meet as soon as possible to discuss the training and monetary package for employees working with chlorine.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this 10th day of September, 2025 at La Scie, NL.

SIGNED ON BEHALF OF THE TOWN
COUNCIL OF LA SCIE

Marlene Regulas

Cheyenne Andrews

Charlotta Andrews

Witness to above signatures

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1567-01

Daryl [Signature]

[Signature]

Witness to above signatures

[Signature]
CUPE National Representative

[Signature]
Witness to above signature

Donna Ryan
CUPE National Representative
206-50 Main Street
CORNER BROOK, NL
A2H 1C4

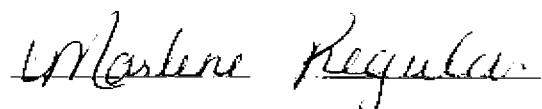
September 10, 2025

Dear Donna,

This letter is to confirm that the Town of LaScie agrees to hire a second full-time operator. In doing so, the Town ensures it will be providing its own garbage collection and snow clearing.

The second operator shall receive all the benefits of the Collective Agreement.

Signed Mayor Marlene Regular,

A handwritten signature in cursive script that reads "Marlene Regular". The signature is written in black ink and is positioned below the typed name of the Mayor.