

COLLECTIVE AGREEMENT

BETWEEN



**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2768**

AND

TOWN OF GAMBO

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

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ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

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

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

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

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

2.02 Not Discriminatory

The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present employee of his/her employment.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2768 as the sole and exclusive collective bargaining agent for all of its employees save and except Town Clerk, Financial Officer, Recreation Director/Economic Development Officer, Town Superintendent, Non-Working Foreman 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 No Other Agreement

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

3.03 Part-Time, Temporary and Seasonal Employees

Subject to Article 14.03, this Collective Agreement is fully applicable to all part-time, temporary and seasonal employees. Such employees shall receive all benefits of this agreement on a pro-rata basis.

3.04 Work of the Bargaining Unit

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

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, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, or marital status, family relationship, place of residence, physical handicap, no 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 shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees whose position is in the bargaining unit shall become and remain members in good

standing from the date of hiring.

ARTICLE 6 – CHECK-OFF UNION DUES

6.01 Check Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be made from the first payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 20th day of that month accompanied by a list of the names, total salary for all employees for the period, addresses and classifications of 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 type on 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 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 their Union Steward or representative. The steward or representative will provide the employee with a copy of the Collective Agreement.

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Town Clerk and Designate(s) of the Union. The Union will inform the Employer of the designate(s) in writing.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

9.02 Function of Committee

The Committee shall concern itself with the following general matters:

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

9.03 Meetings of Committee

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

9.04 Chairman of the Meeting

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

9.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairperson as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.

9.06 Jurisdiction of Committee

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

ARTICLE 10 – LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Representation

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

10.02 Union Bargaining Committee

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

10.03 Function of the Bargaining Committee

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

10.04 Representation of Canadian Union

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

10.05 Meeting of Committee

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

10.06 Time Off for Meeting

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

10.07 Technical Information

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

Article 11 – Grievance Procedures

11.01 Definition of Grievance

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

11.02 Settling of Grievances

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

Step 1

The aggrieved employee shall, within eight (8) working days of the occurrence or discovery of the incident giving rise to the alleged grievance, submit their grievance to the Shop Steward, or in the absence of their Shop Steward, another Shop Steward.

Step 2

If the Shop Steward considers the grievance to be justified, the employee concerned, together with their Shop Steward, or the Shop Steward alone if the employee wishes, may, within eight (8) working days following receipt of the grievance by the Shop Steward submit the grievance in writing to the Town Clerk.

Step 3

Failing satisfactory settlement of the grievance within eight (8) working days after the grievance was submitted under Step 2, the employee concerned, together with their Shop Steward, or the Steward alone if the employee wishes may, within ten (10) working days submit the grievance in writing to the Town Council. The Town Council shall meet with the employee and the Shop Steward and within ten (10) working days after receipt of the grievance declare its decision.

Step 4

Failing satisfactory settlement at Step 3, the Union may be given notice in writing within ten (10) working days of receipt of the decision at Step 4, declare its intention to refer the grievance to arbitration. Where there is a dispute involving dismissal or suspension, the grievance may be submitted in the first instance in Step 3.

11.03 Policy Grievance

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

11.04 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.

11.05 Employer Grievance

Where the Employer has a grievance, it shall be submitted in the first instance to the President of the Union Local. Should the matter not be satisfactorily resolved within ten (10) days after the matter was submitted to the President, the Employer may refer the matter to arbitration.

11.06 Replies in Writing

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

11.07 Failure to Act Within the Time Limits

Both parties shall comply with the time limits shown. However, in the processing of any particular grievance either party may request an extension to any time limit in this process. If such extension is required, it shall be subject to mutual agreement, but such agreement shall not be unreasonably withheld by either party. If the Union fails to request the Employer's agreement to extend the time limits the grievance shall be defeated and if the Employer fails to request the Union's

agreement to extend the time limits, then the grievance shall be awarded in favour of the grievor.

11.08 Technical Objections to Grievances

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

Article 12 – Arbitration

12.01 Composition of Board of Arbitration

Subject to Clause 12.06, when either party requests that a grievance be submitted to arbitration, the Board of Arbitration shall consist of a single arbitrator, appointed by mutual agreement of the parties. If there is no agreement by the parties within fifteen (15) calendar days, either party may apply to the Minister Responsible for Labour to appoint an Arbitrator.

12.02 Decision of the Board

The decision of the Board of Arbitration shall be final, binding and enforceable on all parties. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, subject to that provision, the Board shall have the power to dispose of a grievance by any agreement which it deems just and equitable, including a determination that a grievance is not arbitrable.

12.03 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may, within ten (10) working days of receipt of the Board's decision, 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.

12.04 Expenses of the Board

Each party shall pay one-half of the fees and expenses of the Board of Arbitration.

12.05 Amendments of Time Limits

The time limits fixed in the arbitration procedure may be extended by written mutual agreement between the parties.

12.06 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. The Employer agrees that any unrelated written statement against any member of the Union by another member of the Union shall not be used in grievance, arbitration, or any matter, excepting 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 grievances.

Article 13 – Discharge, Suspension and Discipline

13.01 Discharge and Discipline Procedure

An employee who has completed their probationary period may be dismissed, but only for just cause. The employee shall be advised in writing within five (5) working days of the reason for discipline or discharge. Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.

13.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully 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.

13.03 Burden of Proof

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

13.04 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. They 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 as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board. Any monies earned by an employee during a period of suspension or discharge shall not be deducted from any award made under this Article.

13.05 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the work of the employee within seven (7) working days of the event of the complaint, with copies to the Union and to the CUPE Representative. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against them in regard to discharge, discipline, promotion, demotion, or other related matters. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

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

13.06 Access to Personnel File

An employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

13.07 Use of Demotion or Discipline

Demotion shall not be used as a disciplinary measure.

13.08 Crossing of Picket Lines During Strike

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

13.09 Justice and Dignity Provision

If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the collective agreement. In situations where the Employer is unable to investigate the matter to its satisfaction but feels the employee should be removed from their place of employment, it shall be with pay.

13.10 Legal Liability

An employee or former employee who is named in a court action directly arising out of their employment shall have their legal cost, including judgment cost paid by the Employer. The Employer's obligation under this Article shall be relieved in cases where gross negligence or illegal activity on the part of the employee is

proven.

Article 14 – Seniority

14.01 Seniority Defined (Type of Seniority Unit)

Seniority shall be defined as date of hire with Council and shall be one of the factors along with the qualifications used in determining preference or priority for promotions, transfer, demotion, layoffs and recall within the bargaining unit.

Seniority shall operate on a bargaining unit wide basis.

14.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

14.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation only for the first sixty (60) working days of their employment. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 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 seniority in the event:

- (1) They are discharged for just cause and are not reinstated.
- (2) They resign in writing and do not withdraw within two (2) days.
- (3) They are 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) They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- (5) They are laid off for a period longer than two (2) years.
- (6) They resign or retire and are not re-employed within thirty (30) calendar

days.

14.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in a layoff.

Article 15 – Promotions and Staff Changes

15.01 Job Postings

When a new position is created, or when a vacancy occurs, which shall include the resignation of an incumbent, either inside or outside the bargaining unit, the Employer shall immediately notify the Union in writing and post notices of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy or new position.

15.02 Information in Posting

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to all applicants".

15.03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

15.04 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 staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required

qualifications in accordance with Article 15.02.

15.05 Trial Period

The successful applicant shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of sixty (60) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

Article 16 – Layoffs and Recalls

16.01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining unit wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.

16.02 Recall Procedure

Employees shall be recalled in the order of their seniority provided that they are qualified for the position.

16.03 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

16.04 Advance Notice of Layoff

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

Article 17 – Hours of Work

17.01 Hours of Work

The hours of work per week shall be forty (40) hours. Normally this shall be Monday to Friday from 8 am to 5 pm. However, the Employer reserves the right to reschedule shifts between November 15th and March 31st.

Employees shall receive a one dollar and ten cents (\$1.10) per hour shift differential for all hours worked between 8 pm and 8 am.

If an employee's shift is changed to another shift without twenty-four hours' notice, they shall be paid time and one-half for all hours worked in that shift.

17.02 Standard or Average Weekly Hours

The regular work week shall consist of five (5) days from Monday to Friday inclusive, for a total of forty (40) hours per week. An employee's scheduled hours of work shall not be construed as guaranteeing the employee maximum or minimum hours of work.

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 pm except in cases of emergency or shift work.

17.05 Paid Clean-Up Clothes or 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 after eight (8) hours per day or forty (40) hours per week shall be considered overtime.

18.02 Compensation for Work Before and After Daily Scheduled Hours

Overtime work before and after the regular daily hours shall be paid for at the rate of time and one-half.

18.03 Compensation for Work on Saturday and Sunday and Paid Holidays

(a) Compensation for Work on Saturday and Sunday

Overtime work on any Saturday or Sunday shall be paid for at the rate of time and one-half.

(b) Compensation for Work on Paid Holidays

Overtime work on a holiday shall be paid for at the rate of time and one-half except for Christmas and New Years when the rate shall be double time plus another day off without loss of regular pay at a time designated by the employee and the Employer.

18.04 Payment for or Supply Meals

Employees required to work more than two (2) hours overtime shall be given one (1) hour off for a meal period. In addition, employees shall receive a one-half (1/2) hour paid meal break for each additional four (4) hours of overtime. The Employer will provide a meal in an emergency when the employees are unable to leave for lunch or have the one-hour (1) meal period.

18.05 No Lay-Off to Compensate for Overtime

Effective January 1, 1987, employees shall not be required to lay-off during regular hours to equalize any overtime worked.

18.06 Overtime for Part-Time Employees

A part-time employee working more than forty (40) hours per week shall receive overtime subject to Article 18.02.

18.07 Sharing of Overtime

Overtime and call back time shall be divided equally among employees who are available and qualified to perform the available work.

18.08 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 they report for duty until such time as work is completed.

18.09 Calculating of Overtime Rates

An employee who is absent on approved time off during their scheduled work week because of sickness, bereavement, holiday, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if they had worked during the regular hours during such absence.

Article 19 – Holidays

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Dominion Day	Christmas Day
Civic Holiday	Boxing Day
Labour Day	

The addition of four (4) extra annual leave days for St. Patrick's Day, St. George's Day, Discovery Day and Orangemen's Day.

If there is no emergency, employees shall receive:

- (i) Four (4) hours on the last working day prior to New Year's Day.
- (ii) Four (4) hours on the last working day prior to Christmas Day.

19.02 Compensation for Holidays Falling on Saturday

When any of the above holidays fall on Saturday and are not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement.

19.03 Compensation for Holidays Falling on Sunday

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

19.04 Compensation for Holidays Falling on Scheduled Day Off

When any of the aforementioned holidays fall on an employee's scheduled day off

the employee shall receive another day off with pay at a time mutually agreed to between the employee and the Employer.

Article 20 – Vacations

20.01 Length of Vacation

An employee shall receive annual vacation with pay as follows:

Less than one year	6% of earnings
1 - 5 years	15 working days
6-10 years	20 working days
11-15 years	25 working days
More than 15 years	30 working days

Earned vacation is based on employee's anniversary date. Employees, other than full time permanent, shall have the option to bank vacation pay or receive such additional pay bi-weekly.

If the employee chooses to bank their vacation pay, they shall receive paid time off or lump sum payment, whichever is greater at their request.

20.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time to be determined when the vacation schedules are posted in accordance with Article 20.03.

20.03 Vacation Schedule

- (a) Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon between the employee and the Employer. Vacations shall commence immediately following an employee's regularly schedule days off.
- (b) Utilization of Annual Leave
Annual leave requests of more than 3 consecutive days duration shall be requested in writing. Employees shall give at least 14 days advance notice of the annual leave request. The request is approved at the discretion of the Town Clerk and shall not be unreasonable denied.

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, quarantined, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workers' Compensation Act.

21.02 Annual Paid Sick Leave

Subject to Article 14.01, 9 days of sick leave per year shall be earned by an employee. The maximum number of days of sick leave which may be accumulated is one hundred and ninety days (190) days. Employees who qualify for short/long term disability shall be paid top up from their sick leave bank, not to exceed the maximum wages specified in Schedule "A".

Sick leave to part time/temporary employees shall be pro-rated.

Upon resignation, redundancy or retirement, all employees hired before March 1st, 2021, shall receive payment for one half (1/2) of all unused sick leave earned.

21.03 Illness in the Family

Where no one other than the employee can provide for the needs during illness of an immediate member of their family, or when an employee escorts a member of their family who is ill to the hospital, an employee shall be entitled, after notifying their supervisor, to use a maximum of three accumulated sick leave days per illness for this purpose.

21.04 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. Absence on account of illness for less than half (1/2) a day shall not be deducted.

Absence for more than one (1) one-half (1/2) day and less than a full day shall be deducted as one-half (1/2) day.

21.05 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of two (2) working days, certifying that they are unable to carry out their duties due to illness. In cases of suspected abuse shown by an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness.

21.06 Sick Leave During Leave of Absence and Layoff

When an employee is given leave of absence with pay, for any reason, they shall receive sick leave credit for the period of such absence on their return to work. When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, provided the layoff is less than one (1) year.

21.07 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

Article 22 – Other Leaves

22.01 Paid Bereavement Leave

- (a) An employee shall be granted a maximum of three (3) regularly scheduled consecutive work days leave without loss of pay and benefits, in case of death of a parent, wife, husband, common-law spouse, brother, sister, child, grandparent and fiancée. One day with pay shall be granted in case of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, former guardian and any other relative for whom an employee is required to administer bereavement responsibilities. Where the burial occurs more than 200 miles outside of Town, such leave shall include reasonable travelling time with pay, not to exceed one (1) day.
- (b) At the discretion of the Employer, additional bereavement leave may be granted.

22.02 Maternity/Adoption/Parental Leave

- (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article. The commencement date shall be determined as soon as possible after the employee is aware of the pregnancy with the employee's request not to be unreasonably denied. An employee is entitled to a maximum of seventy-eight (78) weeks maternity/adoption/parental leave without pay under this clause.
- (b) The Employer reserves the right to require the employee to commence maternity/adoption/parental leave without pay prior to the time specified in Clause 22.02 (a) if the state of the employee's health becomes incompatible with the requirements of the employee's job.

- (c) (i) The employee shall resume the employee's former position and salary upon return from maternity/adoption/parental leave without pay, with no loss of accrued benefits.
- (ii) Employees while on maternity/adoption/parental leave without pay shall continue to accumulate service for seniority purposes including promotion, severance, layoff and recall.
- (d) Annual leave shall accrue during periods of maternity/adoption/parental leave without pay.
- (e) The employee may return to duty after two (2) weeks' notice of intention to do so on production of satisfactory certificate of wellness from the employee's physician.
- (f) Periods of maternity/adoption/parental leave without pay up to a maximum of seventy-eight (78) weeks shall be counted as service for the purpose of the step progression and severance pay.

Article 23 – Payment of Wages and Allowance

23.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.

23.02 Equal Pay for Equal Work

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

23.03 Pay on Temporary Transfer, Higher Rated Job

When an employee is assigned to a higher paying position, they shall receive the rate for the position.

23.04 Pay on 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 five (5) days' notice, receive on the last

office day preceding commencement of their annual vacation any pay cheques which may fall due during the period of vacation.

23.06 On Call Provisions

An employee "on call" that is immediately available by telephone contact during the hours of 5 pm on Friday to 8 am on Monday shall be paid \$90.00 and \$125.00 plus another day off for a holiday weekend.

An employee may leave their employment and return home when they have completed the work for which they were called. On call duty shall be equally divided among the qualified employees.

Article 24 – Leave of Absence

24.01 Negotiation Pay Provisions

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

24.02 Grievance and Arbitration Pay Provisions

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

24.03 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for just cause. Such requests shall be in writing and approved at the discretion of the Employer. These requests shall not be unreasonably denied.

24.04 Jury or Court Witness Duty

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

24.05 Family Leave

(a) An employee who is required to:

- (i) Attend to the temporary care of a sick family member living in the same household.
- (ii) Attend to the needs related to the birth of the employee's child.
- (iii) Accompany a dependent family member living in the same household on a dental or medical appointment.
- (iv) Attend to need related to home or family emergencies.

Shall be awarded up to three (3) days paid family leave in any calendar year.

(a) In order to qualify for family leave, the employee shall:

- (i) Provide as much notice to the Employer as is reasonably possible.
- (ii) Provide to the Employer valid reasons why such leave is required.
- (iii) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave.

24.06 Leave of Absence for Union Functions

Leave of Absence without the loss of pay or seniority, to a total of five (5) working days annually shall be granted on the Union's written request, to one member of the Union to represent the Union at Labour Conventions, Educational Seminars or Conferences. One calendar weeks' notice of such leave request shall be given. Additional leave of absence with respect to the foregoing without pay and without loss of seniority to a total of two (2) working days annually shall be granted on the Union's written request.

24.07 Education Leave

When the employee requests or where the Employer requires the employee to attend training seminars relative to the general maintenance and operation of the Town, the employee shall do so and suffer no loss in pay up to a maximum of five (5) days. The Town shall pay for all expenses incurred by the employee for such training.

For periods of training in excess of five (5) days the Employer shall provide the employee with a sufficient layoff for the duration of the course in order for the employee to qualify for HRDC funding.

Such leave shall be subject to the Employer's approval. Such leave shall not be unreasonably denied.

Article 25 – Employee Benefits

25.01 Worker's Compensation Pay Supplement

All employees shall be covered by the Worker's Compensation Act. No employee shall have their employment terminated as a result of absence from work with a compensable accident.

25.02 Worker's Compensation Protection

No employee shall have their employment terminated as a result of absence from work due to a compensable accident.

25.03 Continuation of Benefits

While in receipt of compensation benefits, the employee shall be eligible to continue participation in the group insurance and group pension plans. Arrangements shall be made for payment of insurance premiums or pension benefits during the period of such absence. The Employer is to cost share the group insurance premiums for six (6) months.

25.04 Continuation of Wages

While an employee is awaiting workers compensation commission to process their claim the Employer shall continue to pay the employee their regular net salary until their claim is approved.

25.05 Clothing Allowance

Every year the Employer will provide and replace at no cost to the employee, one (1) pair of insulated coveralls, one (1) pair of regular coveralls, gloves and one (1) pair of rubber clothes (rubber clothes every two (2) years).

When required by the employee the Employer will also provide safety rubber boots, safety work boots on a 65/35 cost shared basis; sixty-five percent (65%) paid for by the Employer and thirty-five percent (35%) paid for by the employee.

The Employer will reimburse employees up to two hundred dollars (\$200) annually or three hundred and fifty dollars (\$350) every two (2) years for the purchase of safety work boots. The employee must present the original receipt to the Employer.

25.06 Municipal Health Insurance Plan

The Employer agrees to pay sixty-five percent (65%) of the cost of the basic plan.

Article 26 – Health and Safety

26.01 The Employer and employees who are subject to this agreement shall observe the rules and regulations as outlined in the Occupational Health and Safety Act.

Article 27 – General Conditions

27.01 Allowance for Tools

The Employer shall supply all tools and equipment required by employees in the performance of their duties or pay \$0.40 per hour for use of employee's tools. Replacement will be made by producing the worn or broken tool.

Article 28 – Present Conditions and Benefits

28.01 Continuation of Acquired Rights

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

Article 29 – Contracting Out and Job Security

29.01 Restrictions on Contracting Out and Job Security

In order to provide job security for members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned or conveyed in whole or part, to any other plant, person, company non-unit employee during the term of this contract. It is further agreed that the Employer will not reduce the size of the bargaining unit as of January 1, 1995, from (3) full time permanent employees and one half-time part-time employee.

29.02 Bargaining Unit Protection

Subject to the Union's approval, the Employer may use persons from Social Services and Federal Government grants provided that routine overtime, call back and summer relief will not be reduced or affected, and that past practice will apply. The Employer shall replace bargaining unit employees with unionized employees

during periods of leave for Worker's Compensation and long-term sick leave.

If the Town of Gambo should amalgamate or merge with any other town(s), all employees covered by Schedule "A" will have their jobs protected and the present Collective Agreement between the Town of Gambo and CUPE Local 2768 shall remain in effect, subject to Article 30.

Article 30 – Term of Agreement

30.01 Duration of Agreement

This agreement shall be binding and remain in effect from January 1, 2023, to December 31st, 2026, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least thirty (30) days prior, but not more than ninety (90) days prior, to the 31st day of December in any year of its desire to terminate or amend the agreement.

30.02 Notice of Changes

Either party desiring to propose changes 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 proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

Schedule A

Wages Rates

Classification	Effective Date			
	Jan 1, 2023	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026
Working Foreman	\$ 32.98	\$ 33.38	\$ 34.08	\$ 34.78
Lead Hand	\$ 25.86	\$ 26.26	\$ 26.96	\$ 27.66
Water and Sewer Maintenance	\$ 24.57	\$ 24.97	\$ 25.67	\$ 26.37
Heavy Equipment Operator	\$ 24.57	\$ 24.97	\$ 25.67	\$ 26.37
Mechanic	\$ 24.57	\$ 24.97	\$ 25.67	\$ 26.37
Utility Worker	\$ 20.42	\$ 20.82	\$ 21.52	\$ 22.22
Office Clerk	\$ 24.57	\$ 24.97	\$ 25.67	\$ 26.37
Receptionist	\$ 18.15	\$ 18.55	\$ 19.25	\$ 19.95
Maintenance Worker	\$ 21.40	\$ 21.80	\$ 22.50	\$ 23.20

Step Progression

Step 1: Probationary Work Period – 80% of the current classifications

Step 2: Completion of Probationary Period – 100% of current classifications

Bargaining Unit

All classifications listed above shall forever continue to remain bargaining unit classifications and all employees occupying such classifications shall remain union members unless the Union and the Employer mutually agree otherwise.

Note: Subject to Article 2, the Employer may add other related duties to the above classifications.

Schedule B

Return to Work Agreement

Purpose Clause

The purpose of the Return to Work (RTW) program is to provide fair and consistent practices for accommodating all workers who have been ill/injured or have sustained a permanent disability and to enable their safe return to work.

The Employer therefore undertakes to provide safe, gainful and meaningful employment for the workers who have permanent and/or temporary disabilities. The main focus will be to return the worker to their pre-injury employment and to accommodate the needs of that worker unless to do so would cause undue hardship on the parties.

The Canadian Union of Public Employees acting as the bargaining agent for all workers covered under the Collective Agreement is recognized as an equal participant in the RTW program and therefore the Union will be fully involved in all proceedings.

This program is jointly developed between the Employer and the Union to ensure a minimum adherence to the Workplace Health, Safety and Compensation Commission of Newfoundland and Labrador, the Human Rights Code and the respective Collective Agreement.

The parties recognize this document is a living document and is subject to change with the consent of the Union and the Employer.

Principles

Every injured/ill worker requiring RTW or accommodation is considered to be a valuable integral component to the ongoing success of the Town and is therefore expected to be the central focus of this Return to Work Program. It is understood that the disabled worker will be actively involved in all aspects of the program to ensure a successful return to work will result.

Every worker shall be re-employed following an injury/illness if the worker is capable of performing the essential duties of their pre-injury/illness job or any other accommodated work.

Every worker participating in this program will be paid at the rate they earned at the time of their injury/illness or at the rate of the accommodated job, whichever is the highest. The Employer recognizes their duty to accommodate the work or workplace to the needs of the disabled worker in order to facilitate a safe return to work to the workers pre-injury

employment or other work within their functional capabilities. Every attempt will be made to offer alternative work that is comparable in nature to the pre-injury employment.

Accommodation of the workers pre-injury work or workplace may include such things as modifications to the job or work station, re-organization of the work, providing technical aides and/or retraining the worker so that the essential duties of the pre-injury assignment or alternative employment within the worker's workplace can be performed.

Any assignment of duties outside the bargaining unit will only be considered if all attempts at accommodating the worker within the bargaining unit have been exhausted.

In such an event the worker will be offered the choice to accept employment outside the bargaining unit and in so doing the worker will retain all rights applicable under the collective agreement including but not limited to seniority, transfer, negotiated benefits (health, life, pension) etc.

Any worker exercising this provision will retain the right to bid or post for positions that become available within the bargaining unit in line with accrued seniority and the workers documented capabilities.

The Employer agrees that there will be no reduction in any employment benefits due to time lost from work due to sickness or injury that would be covered by the Workplace Health, Safety and Compensation Commission, including but not limited to pension credit accrual, vacation entitlement, health care benefits and any wage progression increases etc.

It is agreed that the approval of all costs associated with the administration of the Committee's functions, including accommodation recommendations etc., will be the sole responsibility of the Employer.

It is further agreed that all costs associated with the RTW and the Employer will pay for any accommodations.

It will not be an accepted practice to off load work from the disabled worker onto any other worker. It is recognized that this results in counterproductive outcomes and poisons the workplace atmosphere.

Any accommodation to be considered under this Program must follow the least disruptive approach having regard for the bargaining unit members and the collective agreement. Any accommodation will be for an indefinite period unless explicitly outlined in the RTW Plan and shall not be revoked without reason and prior written notice to the Union.

All issues deemed by the Union to be contrary to their understanding of this Program will be subject to the grievance procedure.

All accommodations must be outlined in writing and provided to all parties regardless if the accommodation is temporary or permanent.

Process

Every worker who is unable to RTW to his or her regular job duties due to sickness or injury must notify the Employer as soon as possible.

The RTW Committee will arrange a mutually agreed appointment with the disabled worker for the purposes of arranging an intake meeting as soon as possible after the workplace parties have received the functional capabilities information.

Functional capabilities will be matched with available work to provide an early and safe RTW plan for the worker.

If the Medical information does not provide sufficient information to facilitate at RTW, then the Committee will decide what further assessments will be undertaken such as Physical Demands Analysis, Functional Capabilities Evaluation, Controlled Environment Assessment or any other evaluations deemed to be required. The above assessments will be conducted by a mutually agreed upon clinic.

The workplace parties will agree on a proposed accommodation plan and any other return to work procedure deemed to be necessary such as a Graduated RTW Plan, Training On The Job, etc.

Follow up meetings will be scheduled as required.

Any disputes arising out of the implementation of any part of the RTW Program will be referred to the Bargaining Committee Chairperson and Labour Relations for resolution.

The RTW Committee will determine the appropriate course of accommodation with the assistance of the Full Committee where necessary.

The primary focus and initiative will be to return the worker back to their pre-injury employment.

RTW Hierarchy

All efforts will be made to accommodate the worker in accordance with the following placement procedure:

- i. Own Job
- ii. Own Job with accommodation/modification
- iii. Own Department/shift - comparable work
- iv. Own Department/shift - suitable work
- v. Own Department different shift - comparable work
- vi. Own Department different shift - suitable work
- vii. Any other job or collection of tasks

Placement Guidelines

- A temporary placement must always be documented.
- Temporarily disabled worker will not displace other worker(s). If they cannot be placed
- in accordance with the modified work hierarchy, they will be carried "over and above" the crew.
- The RTW program respects the seniority provisions in the Collective Agreement. Extension of the program may not be necessary and will be reviewed by all parties involved.
- A permanent placement will be exercised in accordance with the terms of the Collective Agreement.

Training

The Employer agrees to pay the full cost of all necessary training and upgrading for all of the committee members.

The Employer agrees to pay all cost associated with training of all workers.

The Employer will provide any training deemed necessary to assist in the accommodation of the worker with a disability and the Employer will incur the full cost of said training.

Roles & Responsibilities

Injured/Ill Worker

- Cooperate in the RTW program.
- Contact the Employer as soon as possible after the injury occurs and maintain effective communication throughout the period of recovery or impairment.
- Assist the Employer, as may be required or requested, to identify suitable and available employment.
- Accept suitable employment when identified.
- Provide Functional Capabilities Information to the workplace parties.
- Communicate any difficulties with the accommodation or modified job to the RTW Committee.
- Actively participate in the development of the RTW plan.

- Follow medical rehabilitation and treatment recommendations as detailed by your Regulated Health Care Provider.

Employer

- Contact the Employer as soon as possible after the injury occurs and maintain effective communication throughout the period of the worker's recovery or impairment.
- Provide suitable and available employment. The Employer is responsible to:
 - Pay the worker's salary earned during the early and safe return to work.
 - Provide positive support and reinforcement for the program.
 - Ensure the program minimizes the physical, emotional, and financial consequences of disability.
 - Communicate with all parties involved to remove any potential obstacles for their safe return to work.
 - Help with obtaining medical treatment/referrals and access to medical treatment.
 - Fund the program.

RTW Committee: will be comprised of one Employer designated RTW representative (Co-Chairperson) and one Union designated RTW representative (Co-Chairperson).

- Determine the essential duties of the pre-injury job.
- Assist in the placement of the worker into the pre-injury, alternative comparable or suitable/available work in conjunction with the program and plan goals.
- Assist in the development of accommodation plans.
- Continuously monitor participants progress in the RTW program.

The RTW Committee will function on a daily basis or as needed addressing the needs of those workers requiring accommodation.

Medical/First Aid

- Assist the committee to interpret medical documents pertaining to the disabled worker's functional capabilities.
- Ensure that any accommodation proposal will not aggravate or prolong the disabled worker's injury or recovery.
- Ensure that the accommodation has rehabilitative value.

Worker's Treating Physician

- Clearly communicate the worker's functional capabilities.
- Actively participate in the Return-to-Work process.
- Monitor the medical recovery of the worker.

Immediate Supervisor

- Be flexible in providing RTW alternatives.
- Cooperate in any committee approved accommodation proposal.
- Ensure the work performed is consistent with the accommodation proposal agreed to.
- Monitor the disabled worker's work performance in order to prevent re-injury or aggravation.
- Promptly notify the committee of any concerns or problems that may arise with the accommodation.

Full RTW Committee

- Employer Co-Chairperson
- Employer Health and Safety Representative
- Labour Relations/Human Resources Representative
- Medical Department/First Aid Representative
- Union Co-Chairperson
- Union Health and Safety Representative
- Bargaining Unit Chairperson or Designate
- Local Union President

The full committee will meet on a mutually agreed timetable to discuss issues pertaining to modification requirements and progress/monitoring initiatives of the program.

Health and Safety Reps (Union & Management)

- Assist in the development of accommodation plans.
- Review the accommodation proposals for potential health and safety risks to the worker or any other worker and to make any recommendations for such.
- Review accommodation to develop new prevention strategies.

Bargaining Committee Chairperson (Union Representative) and Labour Relations

- Ensure that any accommodation is in accordance with all provisions of the Collective Agreement.

Definitions

Accommodation

Job accommodation is the use of one or more strategies to give an injured worker the advantage of the most effective tools and working conditions with which to carry out the responsibilities of their job (i.e. specialized technological devices, rearrangement of workplace furnishing and the design of a more flexible work schedule).

Comparable Work

Work that is similar to the pre-injury job...

Similar in - duties, working environment, hours of work, skill, responsibility, wages, etc.

Confidentiality

The law dictates that medical information cannot be divulged without the worker's written consent.

Essential Duties

The duties necessary to produce the job outcome and that not all duties of the work assignment are essential duties.

Health Care Provider

Generally, refers to the treating health care provider who is responsible for the ongoing care of the worker. This included physicians, specialists, and other health care professionals.

Suitable Work

- Is work within the worker's functional capabilities.
- The worker has, or is reasonably able to acquire, the necessary skills to perform the work.
- Does not pose a health or safety risk to the worker or co-workers, and the work restores the worker's pre-injury earnings, if possible.
- Is work that the worker has the necessary skills to perform or can obtain in a reasonable time.
- Will not pose a health and safety risk to the worker, co-workers, or others. Is of a meaningful, productive, value-added nature.
- Has a rehabilitative component.

Temporary Partially Disabled Worker

This is a worker who due to injury or illness is temporarily unable to perform all of the functions of his/her regular occupation, but is capable of doing other work, which is compatible with his/her functional capabilities.

Permanently Partially Disabled Worker

This is a worker who due to injury or illness is indefinitely unable to perform the essential duties of his/her regular occupation, but is capable of doing other work, which is compatible with his/her functional capabilities.

Signing Page

Signed at the Town of Gambo, Newfoundland this 16th day of January, 2024

Doreen Enalley

TOWN FOREMAN

[Signature]

Town Clerk
