



COLLECTIVE AGREEMENT

BETWEEN

THE TOWN COUNCIL OF BAIE VERTE

hereinafter called the Employer,

PARTY OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1567

hereinafter called the Union,

PARTY OF THE SECOND PART

January 1, 2022 – December 31, 2025

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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 operations.
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and

1.02 Whereas it is now desirable that methods of bargaining and, all matters pertaining to the working conditions of the employees be drawn up in a collective agreement. Now, therefore, the parties agree as follows:

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

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

2.02 Not Discriminatory

The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment, except through just cause.

ARTICLE 3 – RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1567 as the sole and exclusive collective bargaining agency for all of its employees, save and except the Chief Administrative Officer, Financial Officer/Town Clerk, Superintendent of Public Works, Recreational Director, Supervisors, non-working foremen and those above the rank of non-working foremen and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 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 purposes 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 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.

ARTICLE 4 – 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 affiliation, sex or marital status, nor by reason of their membership or activity in the Union, or any other reason. Notwithstanding the above and all things being equal, the Employer may consider preference for residents of the Town of Baie Verte.

ARTICLE 5 – UNION SECURITY

5.01 All Employees to be Members

All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees shall, as a condition of continued employment, become and remain members in good standing in the Union on the day they are hired.

5.02 Students

Any student employed by Council on a temporary basis shall not be required to join the Union or pay Union dues.

ARTICLE 6 – CHECK-OFF ON UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied, in accordance with the Union Constitution and/or By-Laws, and owing

by them to the Union.

6.02 Deductions

Deductions shall be made from each payroll 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 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 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, 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 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from Council's Chief Administrative Officer and the President of the Union.

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 a list of 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 five (5) 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 performance of work, operational problems, rates 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

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.

9.05 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.

9.06 Time Off for Meeting

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.

9.07 Technical Information

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

9.08 Education on the Job

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

9.09 Labour Management Committee

A Labour Management Committee shall be established, consisting of a maximum of three (3) representatives of the Union and an equal number of representatives of the Employer. The Employer shall be duly notified in writing, as to the names of the Union representatives selected.

The Committee shall meet at least once each quarter at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent.

The meeting of the Committee shall be chaired by the Employer Representative and Vice-Chairperson will be selected by the Union.

ARTICLE 10 – RESOLUTIONS AND REPORTS OF COUNCIL

10.01 Copies of Resolutions

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Council which affect the members of this Union are to be forwarded to the Union and 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 in addition to the Chief Steward, who shall be the Local Union President, whose duties shall be to assist any employee which the Steward represents, in preparing and in presenting their grievances 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 of their supervisor, which permission shall not be arbitrarily denied.

11.05 Definition of Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union.

11.06 Settling of Grievance

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

Step 1 The aggrieved employee(s) shall submit the grievance to their steward, within 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 Chief Administrative Officer a written statement of the particulars of the grievance and the redress sought. The Chief Administrative Officer shall meet with the Union and shall render their 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 occurs or where a group of employees or the Union or the Employer has a grievance, Steps 1 and 2 of this Article may be by-passed.

11.08 Union may Originate Grievances

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

11.09 Grievances on Safety

An employee, or a group of employees, who are required to work under alleged unsafe or unhealthy conditions shall have the right to file a grievance on 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 Limit

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 position 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 chairman.

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 chairman 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 Chairman is appointed.

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.

12.05 Disagreement on Decision

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

12.06 Expenses of the Board

Each party shall pay:

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

12.07 Amending of Time Limits

The time limits fixed in both the 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 manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall within five (5) working days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

13.02 Discharge Procedure

An employee who has completed his three (3) 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. When an employee is discharged or suspended, they shall be given the reason in the presence of their steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

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. Disobedience.
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 for work.

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

13.04 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 11.06 Grievance Procedure, steps 1, 2 and 3 of the Grievance 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 the parties or 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. Evidence must be limited to the case at hand.

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. Essential services shall be defined as a break in the main water line, pumping failures, a plug in the main sewer or snow clearing to open the roads for fire trucks or ambulance emergency.

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

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

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

ARTICLE 14 – SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of time from the date of hire into 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 Seniority List

The Employer shall maintain a seniority list showing the date of hire into the bargaining unit for each member. 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.

14.03 Probation for Newly Hired Employees

Newly hired employees shall be on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and benefits of this agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 Loss of Seniority

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

An employee shall only lose their seniority in the event:

1. They are discharged for just cause and are not reinstated.
2. They resign in writing.
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 twelve (12) continuous months.
6. They retire.

14.05 Transfers and Seniority Outside Bargaining Unit

Effective date of signing, 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 an employee shall have the right to return to a position in the bargaining unit, consistent with their seniority, during the first twelve (12) months after which they forfeit their bargaining unit seniority. Such return shall not result in the lay-off or bumping of an employee holding greater bargaining unit seniority

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall notify the Union in writing and post notices of the position in the Employer's work depot, lunchrooms and on all bulletin boards erected for that 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 No Outside Advertising

No outside advertising for additional employees shall be placed until present employees have had a full opportunity to apply.

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 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.

15.05 Trial Period

The successful applicant shall be placed on trial for a period of up to two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the

position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority, 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, wage or salary rate.

15.06 Promotions Requiring Higher Qualification

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 revert to their former position if the required qualifications are not met within such time.

15.07 Union Notification

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

15.08 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.

15.09 Older Worker Provision

An employee who, through advancing years or temporary disablement is unable to perform their regular duties, will be employed in other work which he can do providing such work is available. Such employee may not displace an employee with more seniority.

15.10 On the Job Training

The Employer will inaugurate and maintain a system of "on the job" training so that every employee shall have the opportunity to receive training and qualify for promotion, in the event of a vacancy arising, to the position next to their own. Accordingly, senior employees shall be allowed regular opportunities to learn the work of such positions during the regular working hours by arranging to exchange positions for temporary periods, without affecting the salary or pay of the employees concerned.

15.11 Training Course

The Employer shall bulletin any Training Courses for which employees may be selected. The bulletin shall contain the following information:

1. Type of Course (Subjects and material to be covered).
2. Time and duration of the course.
3. Location of the course.
4. Basic minimum qualifications required of applicants.

This bulletin shall be posted for a period of ten (10) days on Bulletin Boards in all

Departments to afford all interested employees an opportunity to apply for such training.

The senior qualified applicant shall be selected in consultation with the Union.

ARTICLE 16 – LAYOFFS AND RECALLS

16.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority.

16.02 Recall Procedure

Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

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 Lay-Off

Permanent employees shall receive fifteen (15) working days notice prior to effective date of lay-off. If the employee has not had the opportunity to work fifteen (15) days after Notice of Lay-Off, they shall be paid in lieu of work for that part of fifteen (15) days during which work was not available.

16.05 Continuation of Benefits

The Employer agrees to pay eighty percent (80%) of the cost of coverage for the existing Insurance Plan for employees who are laid off for a period of less than three (3) months. In the event of a longer lay-off, affected employees will be provided an opportunity to continue with the payment of their benefits at their own cost (subject to the conditions of the plan provider).

16.06 Grievances on Lay-Offs

Grievances concerning lay-offs due to 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

- (a) For Public Works employees, the normal workday shall not commence before 8:00 am or finish later than 4:00 pm. No eight (8) hour shift shall be spread over a period longer than eight (8) hours, including one half (½) hour for lunch.
- (b) For Recreational Maintenance and Stadium Attendant employees, the normal workday shall not commence before 4:00 pm or finish later than 12:00 am, five (5) days per week for a total of forty (40) hours. No eight (8) hour shift shall be spread

over a period longer than eight (8) hours, including one half (½) hour for lunch.

- (c) Each employee is required to be at their place of work at the start of their scheduled shift.

No employee, unless excused by the Supervisor, shall leave their place of work until the end of the shift.

In the case of an employee who is not at their place of work within three (3) minutes after the start of their scheduled shift, or within three (3) minutes after the start of subsequent thirty (30) minute periods, their pay shall then commence at the beginning of the next thirty (30) minute period. Repeated lateness will result in disciplinary action.

17.02 Standard or Average Weekly Hours

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

17.03 Working Schedule

In the case of shift work, the hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The Employer shall set forth the working schedule of each Department, hereinafter referred to as the "Work Schedule". For employees on evening and night shifts, one half (½) hour mealtime shall be included as part of the regularly scheduled work period.

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 8:00 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 outside of assigned eight (8) hour shifts and on Saturdays.

Double (2) time shall apply for all hours worked on Sundays.

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 Lay-Off to Compensate for Overtime

Employees shall not be required to lay-off 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 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

Opportunities for overtime and callback shall be divided equally among employees who are willing and qualified to perform the available work. Such opportunities shall be shared on a seniority basis.

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 four (4) hours at overtime rates and shall be paid from the time they leave their home to report for duty until such time as work is completed.

It is agreed between the two (2) parties to this agreement that on all call-backs up to 6:00 a.m., this clause shall apply. It is further agreed that should an employee be called out between 6:00 a.m. and 8:00 a.m. that the applicable overtime rate only would apply.

18.08 Weekend Water Checks

Weekend water checks shall be considered as scheduled overtime at the appropriate rate.

ARTICLE 19 – SHIFT WORK

19.01 Definition of Shifts

Shift work shall consist of not less than three (3) eight (8) hour shifts between 0001 on

Monday and 2359 hours on Friday.

Shift premiums shall apply on all shifts in which any hours are worked between 4:00 pm and 8:00 am except for Recreation Maintenance and Stadium Attendant whose shifts are 4:00 pm – 12:00 am.

The shift premium shall apply in calculating overtime.

19.02 Shift Premiums

- (a) Employees required to work shift work shall receive an additional fifty (50) cents per hour for each hour worked between 4:00 pm and 12:00 am and between 12:00 am and 8:00 am, except for Recreational Maintenance and Stadium Attendant employees whose shift is scheduled from 4:00 pm to 12:00 am as outlined in Article 17.01 (b).
- (b) Where an employee is paid overtime during shift work hours as defined above, the shift premium shall be paid for each hour worked and not be considered in the overtime rate calculation.
- (c) Neither overtime nor shift premiums shall be considered in determining the wages paid for holidays or paid leaves.

19.03

Notwithstanding any of the preceding provisions of this Article, the Employer may institute a special shift system for emergencies and for purposes of snow-clearing subject to the following conditions:

- (a) The shift work schedule shall not consist of less nor more than one (1) shift on each of five (5) consecutive days for each employee.
- (b) The scheduled shifts shall have the same regular starting time and consist of eight (8) unbroken hours.
- (c) All time worked during the four (4) hour period immediately following any scheduled shift, shall be paid for at one and one half (1 ½) times the regular day time rate.
- (d) Time and one-half (1 ½) shall apply for all hours worked on the first and second shifts off following the five (5) shift schedule defined in paragraph (a) above.

19.04

At the discretion of the Employer, from January 1 to March 31 annually, a winter shift may be implemented for snow clearing operations. Two (2) employees will be assigned to work from 4:00 am to 12:00 pm (Monday to Friday) and two (2) employees will be assigned to work from 12:00 pm to 8:00 pm (Monday to Friday). Other times during the weekday and on weekends, overtime rates will apply. A shift differential (premium) will be applied in accordance with Article 19.02 of the current Collective Agreement.

ARTICLE 20 – HOLIDAYS

20.01

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Eve Day
Discovery Day	Christmas Day
Memorial Day	Boxing Day
Civic Day	New Year's Eve
Armistice Day	Truth and Reconciliation Day

Employees hired prior to January 1, 2022, shall be grandfathered their current floating holidays with a minimum of three (3) to a maximum of their existing entitlement.

Employees hired after January 1, 2022, shall receive one (1) floating holiday after each five (5) years of service to a maximum of three (3) floating holidays.

20.02 Compensation for Statutory Holidays Falling on Scheduled Day Off

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

ARTICLE 21 – VACATIONS

21.01 Length of Vacation

Employees shall receive an annual vacation accrued on an hours-worked basis at a rate based on years of service as follows:

Zero (0) to One (1) Year	1 ¼ working days for each month
One (1) to Seven (7) Years	Fifteen (15) days
Eight (8) to Fourteen (14) Years	Twenty (20) days
Fifteen (15) Years and up	Twenty-five (25) days

21.02 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 day's vacation.

21.03 Vacation Pay on Termination

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

21.04 Preference in Vacations

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

21.05 Vacation Schedule

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

21.06 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between employee and the Employer.

21.07 Part-time/Seasonal Workers, Vacation

All part-time and seasonal workers will receive vacation pay entitlement every pay day. Vacation pay will be issued based on equivalent years of service (where 2080 hours + one (1) year of service) as follows:

Zero (0) to One (1) Year	4 % vacation pay
One (1) to Seven (7) Years	6% vacation pay
Eight (8) to Fourteen (14) Years	8 % vacation pay
Fifteen (15) Years and up	10% vacation pay

ARTICLE 22 – SICK LEAVE PROVISIONS

22.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, exposed to contagious disease, or because of an accident, whether the accident happened on or off the job.

22.02 Annual Paid Sick Leave

Twelve (12) days sick leave per year shall be earned by an employee at the rate of one (1) day for each month an employee is employed.

22.03 Maximum Accumulation of Annual Sick Leave

- (a) Sick leave may be accumulated up to and including eighty-five (85) days. Employees will be able to access their accumulated sick leave as needed as long as they can substantiate their illness with a doctor’s note on the third (3rd) or more successive days of illness.

If an employee is denied benefits under Employment Insurance or the group

insurance plan, they may apply any amount of accrued sick leave beyond the seven (7) day limit – retroactive, if necessary, due to time taken to process the benefits applications. The employee shall produce a medical certificate to the Employer if requested.

- (b) The Employer agrees to pay eighty percent (80%) of the monthly premiums on group insurance for all permanent employees.

22.04 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 reasonably provide for their needs, the employee shall be entitled, after notifying their superior, to use a maximum of five (5) accumulated sick leave days per illness for this purpose. The employee agrees to supply a medical certificate for such leave, if requested by the Employer.

Immediate member of the family is understood to be any member of the employee's current household or, if outside the employee's household, it may include a spouse, common-law spouse, child, grandchild, mother, father, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law of the employee.

22.05 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.

22.06 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, or in any case where a pattern seems to be established, or in the case of suspected abuse.

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

22.08 Extension of Sick Leave

An employee who has exhausted their sick leave credits, shall be allowed to anticipate extension of their sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon their return to duty, through their normal monthly accumulation, but should they terminate their employment with the Employer, the balance of sick leave extension shall be recovered by payroll deduction or other methods.

22.09 Sick Leave Records

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

22.10 Workers' Compensation Pay Supplement

- (a) All employees shall be covered by the Workers' Compensation Act. An employee prevented from performing their regular work with the Employer on account of an occupational accident that is covered by the Workers Compensation Act shall have a Workplace NL (or its successor) file created. The employee shall be advanced payments during normal pay periods directly from the Employer based on the estimated payments that will be issued by Workplace NL (or its successor). The employee shall assign any Workplace NL (or its successor) payments to the Employer and agrees to repay the Employer any difference if such difference exists.
- (b) An employee receiving payment for a compensable injury under Workplace NL (or its successor) shall continue to accumulate seniority (but not years of service) and the Employer and employee shall continue to pay their respective shares of all premiums for the employee group insurance plans for the duration of the claim. If the employee does not return to work at the end of the claim, the terms of Clause 22.03 shall apply.
- (c) An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Employer.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 Negotiation Pay Provisions

Representatives of the Union negotiating team (to a maximum of two (2) employees) shall not lose any pay as a result of their participation in Union negotiations.

23.02 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.

23.03 Leave of Absence for Union Functions

- (a) Any two (2) employees shall be granted leave of absence not to exceed twelve (12) Union days per annum without pay, and loss of seniority, upon request to the Employer, to represent the Union at Union Conventions, Executive and Committee meetings of CUPE, its affiliated or chartered bodies.
- (b) Leave of absence, without loss of pay or seniority, shall be granted on the Union's written request, one (1) week in advance for members to attend Union Conventions

or educational seminars. In no case shall the total Union days exceed five (5) in any calendar year.

23.04 Leave of Absence for Full Time Union or Public Duties

The Employer recognizes the right of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without loss of seniority so that employees may be candidates in federal, provincial, or municipal election as per Local Government Act.

An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without loss of seniority, for a period of one (1) year. Such leave shall be renewed each year on request during their term of office.

23.05 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 of an immediate member of the family. Where the burial occurs outside the Province, such leave shall be five (5) consecutive workdays with pay. There shall also be reasonable travelling time, not to exceed seven (7) days but without pay.

Immediate member of the family is understood to be any member of the employee's current household or, if outside the employee's household, it may include spouse, common-law spouse, child, grandchild, mother, father, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law of the employee.

23.06 Education Leave

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

23.07 General Leave

The Employer shall grant leave of absence to a maximum of one (1) year without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause (subject to operational requirements). Such request(s) must be in writing and approved by the Employer in advance of any leave being taken. Sufficient notice must be provided to the Employer to assess operational needs and to determine whether or not the skill set of the individual requesting leave can be filled. Such request(s) shall not be unreasonably denied by the Employer.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

The Employer shall pay salaries and wages on a weekly basis in accordance with Appendix

“A” attached hereto and forming part of this Agreement. Each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions on a bi-weekly basis.

24.02 Equal Pay for Equal Worth

The principle of equal pay for equal worth shall apply regardless of gender.

24.03 Pay on Temporary Transfers, Higher Rated Job

When an employee is required to perform temporary work in a classification paying a higher rate of pay than they are receiving at the time, they shall be paid such higher rate of pay only during the continuance of such temporary employment and on the discontinuance of such temporary employment such employee shall revert to their former rate of pay.

24.04 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.

24.05 Vacation Pay

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

24.06 Kilometre and Meal Allowance

- (a) The Employer shall pay employees the Basic Rate for Automobile Reimbursement for employees of the Town of Baie Verte to cover expenses of operating their own automobiles for the Employer's business paid at the prevailing Provincial Government rate.
- (b) Employees directed to be on travel status outside the Town of Baie Verte, if not provided with meals at the traveled-to function or by the Employer otherwise, shall be entitled to meal allowances according to the Provincial Government rates which may be amended from time to time.

24.07 Rates for Lead Hand

A lead hand is one who, over and above their regular work, supervises two (2) or more employees. Lead hands must be assigned and approved by the Employer. The lead hand shall receive an additional two dollars and fifty cents (\$2.50) per hour over and above the approved rate of pay for the employee's classification.

24.08 Pro Rata Payment of Benefits

Part time and seasonal employees of the Town will receive wages and benefits on a pro rata basis based on their hours of work and/or conditions of employment with the Town.

Definitions or categories of Unionized employees (CUPE):

Part time, full time, permanent, seasonal, casual

24.09 Legal Fees

In consultation with the Union, 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.

24.10 On Call

When an employee is on standby, they shall be paid a rate of twenty dollars (\$20.00) for each eight (8) hour shift they are on standby (in addition to callback or lead hand rates).

ARTICLE 25 – SEVERANCE PAY

25.01 Severance Pay

- (a) Effective the date of signing of this agreement, severance pay for employees of the Town of Baie Verte will be discontinued.
- (b) Current employees eligible for severance pay will be paid severance pay by December 31, 2020, at a rate of one (1) week's pay for every year of service up to a maximum of twenty-five (25) years.
- (c) Any future employees hired by the Town of Baie Verte will not be provided with severance pay.

25.02 Group Insurance

Upon completion of the probationary period as per Article 14.03, the Town shall provide employees with employee health, dental, life and/or long-term disability benefits comparable to those provided by the Town and from time to time to other employees of the Town, subject to the rules of the Town's benefits plans as amended from time to time. Furthermore, the Employer agrees to pay eighty percent (80%) and the employee shall pay twenty percent (20%) of the monthly premiums for health, dental and life benefits. The employee shall have the option to pay one hundred percent (100%) of long-term disability benefits.

25.03 RRSP

Upon completion of the probationary period as per Article 14.03, employees shall participate in the Town's defined contribution group RRSP plan. The contribution amounts shall be matched at four percent (4%) from the employee and four percent (4%) from the Town of the employee's non-overtime earnings. Participation in the RRSP program is mandatory.

ARTICLE 26 – CLASSIFICATION AND RECLASSIFICATION

26.01 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.

26.02 No Elimination of Present Classifications

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

26.03 Changes in Classification

When the duties or kind and level of work in any classification are changed or where the Union and/or an employee feels they are unfairly or incorrectly classified in accordance with the kind and level of assigned duties, or when a position not covered in this Agreement is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute may be considered as a grievance and may be submitted under the grievance procedure. The new rate shall become retroactive from the time the request for reclassification was filled with the Employer.

ARTICLE 27 – HEALTH AND SAFETY

27.01 Co-operation on Safety

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

27.02 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.

27.03 Safety Measures

- (a) Safety hats and safety boots with steel toes shall be worn by all employees covered by this Agreement.
- (b) Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing.

27.04 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at 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.

27.05 Transportation of Accident Victims

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

27.06 Pollution Control

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

27.07 First Aid Kits

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

27.08 Covered Trucks

All trucks used for transportation of employees shall be covered.

27.09 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 employee(s) engaged in the trench and to assist in the carrying out of the work.

27.10 Annual Medical

On request of the Employer, all employees agree to have an annual medical by a licensed physician, licensed within the Province of Newfoundland. Results of such medicals shall be forwarded to the Employer. The cost of the physician's services shall be paid by the Employer.

On request of the Employer, all employees agree to submit an annual driver's abstract to the Employer at the cost of the Employer.

On request of the Employer, all employees agree to submit a code of conduct every three (3) years to the Employer at the cost of the Employer.

All employees agree to sign non-disclosure agreements with the Employer in the form required by the Employer.

All Public Works employees shall obtain vaccines recommended by the Department of Municipal Affairs and Environment. The Employer shall pay any health plan deductibles or, in the absence of health plan coverage, one hundred percent (100%) of costs.

27.11 Right to Refuse or Stop Unsafe Work

A member of the Health & Safety Committee shall have the right to stop any work considered unsafe or hazardous.

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they or a member of the Health & Safety Committee believe that it would be unsafe or unhealthy to them, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health & Safety Committee and satisfactorily settled.

If the matter is not resolved to the member's satisfaction by the Health & Safety Committee, the member reports to the Occupational Health and Safety Branch of Service NL for information and follow up. An Occupational Health and Safety Officer investigates the matter, and pending resolution, advises the member to return to work.

ARTICLE 28 – TECHNOLOGICAL AND OTHER CHANGES

28.01 Advance Notice

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

28.02 Consultation

Any such change shall be made only after the Union and the Employer have reached agreement on such change through collective bargaining.

28.03 Arbitration

If the Employer and the Union fail to agree on the results of the change, the matter shall be referred to Grievance Procedure of this Agreement.

28.04 Attrition Arrangements

No regular employee shall be dismissed by the Employer because of mechanization or technological change.

28.05 Income Protection

An employee who is displaced from their job by virtue of technological change or improvements will suffer no reduction in normal earnings.

28.06 Transfer Arrangements

An employee who is displaced from their job by virtue of technological change or improvements will be given the opportunity to fill other vacancies according to seniority.

28.07 Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a period of time not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

28.08 Additional Training

Should the introduction of new methods or operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be a subject for discussion between the Employer and the Union

28.09 No New Employees

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

ARTICLE 29 – JOB SECURITY

29.01 Restrictions on Contracting Out

The Union recognizes 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 services, in such manner as to adversely affect the employment of new and current employees.

ARTICLE 30 – UNIFORM AND CLOTHING ALLOWANCE

30.01 Supply of Clothing and Safety Equipment

The Employer agrees to provide coveralls, rubber gloves, rubber suits, hip rubbers, safety

glasses, ear protection and face masks to all employees where needed. The employee shall show proof of the need for the replacement.

The Employer shall provide to all permanent employees yearly, C.S.A. approved safety boots with steel toes to a maximum of two-hundred and fifty dollars (\$250.00) per year, as required under Article 27.03 (a). The Employer further agrees to provide hard hats to all employees.

30.02 Union Label

The Employer will make an effort to ensure all clothing issued shall bear a union label.

ARTICLE 31 - GENERAL CONDITIONS

31.01 Proper Accommodation

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

31.02 Bulletin Boards

The Union shall have the right to post notices of Union meetings and such other notices as may be of interest to the employees on Bulletin Boards provided by the Employer. Such notices may also be placed at the Works Depot and other lunchrooms so that all employees will have access to them.

31.03 Allowance for Tools

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

31.04 Plural or Feminine Terms May Apply

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

ARTICLE 32 - CONTINUATION OF ACQUIRED RIGHTS

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

ARTICLE 33 – COPIES OF AGREEMENT

33.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall print sufficient copies of the Agreement in a Union Shop within sixty (60) days of signing.

ARTICLE 34 – TERMS OF AGREEMENT

34.01 Duration

This agreement shall be binding and come into effect from January 1, 2022 to December 31, 2025 and shall continue from year to year thereafter unless either party gives notice in writing at least two (2) months prior to the 31st day of December 2025 in that it desires its termination or amendment.

34.02 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.

34.03 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within five (5) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a renewal or revision of the Agreement.

34.04 Agreement to Continue in Force

Where such notice requests revision 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 retroactive to that date.

34.05 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 35 – DEFINITIONS

35.01 Casual Employees

“Casual” employees shall be defined as those employees employed by the Council for a limited period. These employees shall accumulate seniority, awarded at the end of their probationary period as per Article 14.03 as defined in the Collective Agreement, and shall receive all other benefits contained herein.

35.02 Permanent Employees

“Permanent” employees shall be defined as all those employed by Council year-round and not commonly subject to annual layoff.

35.03 Seasonal/Temporary Employees

Seasonal employees shall be defined as employees whose services are of a seasonal and/or recurring nature and include employees who are subject to periodic reassignment because of the very nature of their work.

Seasonal employees may accumulate seniority through periodic employment to complete their probationary period.

Temporary employees shall be defined as employees employed for a given period of time for the purpose of performing specific work and who may be laid off at the end of each period at the completion of such work.

Temporary employees may accumulate seniority through periodic employment to complete their probationary period.

Seasonal and Temporary employees, upon layoff, shall be recalled, by seniority for casual work until such time as they are recalled to seasonal full-time employment.

35.04 Resignation

“Resignation” means a two (2) week notice period.

January 1, 2022 - \$0.25/hour increase
January 1, 2023 - \$0.25/hour increase
January 1, 2024 - \$0.25/hour increase
January 1, 2025 - \$0.25/hour increase

APPENDIX 'A'

<u>Classification</u>	<u>Present</u>	<u>Jan. 1, 2022</u>	<u>Jan. 1, 2023</u>	<u>Jan. 1, 2024</u>	<u>Jan. 1, 2025</u>
Public Works Maintenance	\$22.00	\$22.25	\$22.50	\$22.75	\$23.00
Public Works Water & Sewer	\$19.98	\$20.23	\$20.48	\$20.73	\$20.98
Mechanical Maintenance	\$23.35	\$23.60	\$23.85	\$24.10	\$24.35
Stadium Attendant	\$18.48	\$18.73	\$18.98	\$19.23	\$19.48
Labourer	\$19.60	\$19.85	\$20.10	\$20.35	\$20.60
Recreational Maintenance	\$20.28	\$20.53	\$20.78	\$21.03	\$21.28
Waste Attendant	\$17.98	\$18.23	\$18.48	\$18.73	\$18.98

MEMORANDUM OF AGREEMENT

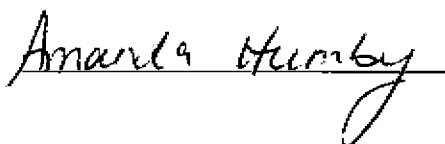
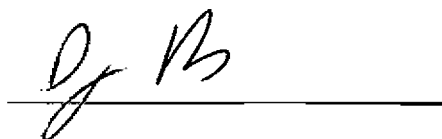
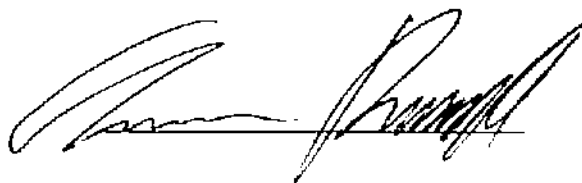
The Employer agrees that when Public Works Water and Sewer are operating, they are to be paid at the rate of Public Works Maintenance.

The Employer agrees to make the hours of work for the Dump Monitor eight (8) hours from 9:00 am to 5:00 pm. This allows for a paid lunch break and a morning and afternoon break is allocated.

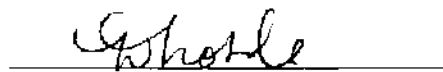
The Employer agrees to pay retroactive pay by separate cheque, subject to regulations from Canada Revenue Agency (CRA).

SIGNED ON BEHALF OF
THE TOWN OF BAIE VERTE

SIGNED ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1567




Witness of above signatures


Witness of above signatures

Dated this 28 day of Jan, 2022.

LETTER OF UNDERSTANDING

The Union supports the Town of Baie Verte "Social Media Policy"

Do not publish Town symbols or comments (positive or negative) about the Town, your fellow employees, management, council members, or your work with the Town in electronic forums such as e-mails, Facebook, chat rooms or bulletin boards.

Breach of this policy may result in discipline up to and including termination of employment.

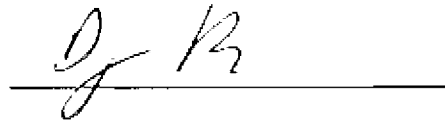
SIGNED ON BEHALF OF
THE TOWN OF BAIE VERTE



Annex's Kennedy

Wheeler
Witness of above signatures

SIGNED ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1567



Charles Smith


Wheeler
Witness of above signatures

Dated this 28 day of Jan, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this 28 day of June, 2022 at Baie Verte, NL.

SIGNED ON BEHALF OF
THE TOWN OF BAIE VERTE

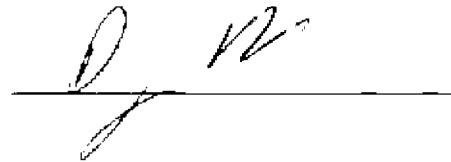
SIGNED ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1567



Amanda Hembry

Shole

Witness of above signatures



Charles Stur

Shole

Witness of above signatures

Dona Ryan
CUPE National Representative

Ulfan Wain
Witness to above signature