

# COLLECTIVE AGREEMENT

Between



**The Town of Placentia**

And

**CUPE** / *Canadian Union  
of Public Employees*

**The Canadian Union of Public Employees,  
Local 1761**

April 1, 2022 to March 31, 2026

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## **ARTICLE 1 – PREAMBLE**

### **1.01 Objectives**

Where 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 pertaining to this Agreement, etc.
- (3) To encourage efficiency in operation.
- (4) To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union, and

### **1.02 Agreement to Draw Up Collective Agreement**

Whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of employees and the preservation of the rights of the Employer be drawn up in a Collective Agreement. Now, therefore, the parties agree as follows.

## **ARTICLE 2 – DEFINITIONS**

For the purpose of this Agreement, the following terms shall have the meaning herein after ascribed to them, and no other:

- (1) “Part-time employee” means any employee within the Bargaining Unit who normally works less than the number of hours constituting a full day’s employment or less than the full number of days constituting a full week’s employment.
- (2) “Permanent employee” means any employee within the Bargaining Unit who has been awarded the position through a posting stating that the position is a permanent position, and who has completed the probationary period is employed on a full-time basis without reference to any specified date of termination.
- (3) “Permanent part-time employee” means any employee who works less than full-time hours on an annual basis.
- (4) “Seasonal employee” means any employee within the Bargaining Unit whose services are of a seasonal and recurring nature and includes employees who are subject to periodic reassignment in various classifications.

- (5) "Temporary employee" means any employee within the Bargaining Unit who is employed for a specific period for the purpose of performing certain specified work and whose employment may be terminated at the end of such period or on the completion of such work.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

### **3.01 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.

### **3.02 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 4 – RECOGNITION AND NEGOTIATIONS**

### **4.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 1761 as the sole and exclusive collective bargaining agency for all of its employees save and except Chief Administrative Officer (CAO); Public Works Superintendent; Manager of Finance; Executive Assistant; Manager of Tourism, Marketing and Communications; Manager of Recreation and Community Programming; Non-working Foreman; Economic Development; those above the rank of non-working Foreman.

Note: In the event that a Recreation Coordinator is hired in the future, the position will be a member of the Union and the wage rate for the position will be negotiated with the Union at that time.

### **4.02 Work of the Bargaining Unit**

Persons whose jobs are not in the Bargaining Unit shall not work on jobs which are included in the Bargaining Unit, except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the performing of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees.

#### 4.03 No Other Agreements

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

### **ARTICLE 5 – NO DISCRIMINATION**

#### 5.01 Employer Shall Not Discriminate

The Employer and the Union recognize the right of employees to work in an environment free from personal/sexual harassment and the Town shall immediately investigate alleged occurrences. If personal/sexual harassment of a Bargaining Unit member is confirmed, the Employer shall take immediate action to ensure that the harassment cease. The victim shall be protected from repercussions which may result from their complaint. However, should an allegation be deemed false and prior to any action being taken against the complainant; the matter will be referred to an independent investigator.

#### 5.02 Definition

For the purpose of this Article, and the Agreement generally, it is understood and agreed that the terms “discriminate”, “discrimination” and “discriminatory” shall have the meaning as embodied in and suggested by the following:

“Discrimination means the subordination of groups or individuals resulting from a distinction, preference, restriction or exclusion that is based on improper grounds such as race, sex, martial status, religion ethnic or national origin, age, physical or mental handicap, Union membership or office.”

### **ARTICLE 6 – UNION MEMBERSHIP REQUIREMENT**

#### 6.01 All Employees to be Members

All employees of the Employer shall remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall become and remain members in good standing in the Union on the day they are hired.

### **ARTICLE 7 – CHECK-OFF UNION DUES**

#### 7.01 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 him/her to the Union.

## 7.02 Deductions

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

## 7.03 Dues Receipt

At the same time that Income Tax (T-4) slips are made available, the Employer shall list the amount of Union dues paid by each Union member in the previous year.

# **ARTICLE 8 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

## 8.01 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.

## 8.02 Copies of the 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.

# **ARTICLE 9 – CORRESPONDENCE**

## 9.01 Correspondence

All correspondence between the parties arising out of the administration of this agreement or incidental thereto, shall pass to and from the CAO or their duly appointed representative and the Secretary of the Union.

# **ARTICLE 10 – LABOUR MANAGEMENT RELATIONS**

## 10.01 Representation

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

## 10.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union nominees to the Committee. The parties may request and agree on additional members to the committee should the topic of discussion warrant their attendance.

## 10.03 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 after receiving prior approval from the Employer. Such approval shall not be unreasonably withheld.

## 10.04 Time Off for Meetings

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

## 10.05 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 employee's lunch period or following the regular working day, provided that such arrangements do not cause inconvenience, disruption of Council functions or additional costs.

# **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 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 grievance in accordance with the grievance procedure.

## 11.02 Names of Stewards

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

### 11.03 Grievance Committee

The stewards so selected shall constitute the Grievance Committee.

### 11.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed by the Employer and that they will not leave 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.

### 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 arising from the administration, interpretation or alleged violation of this Collective Agreement and shall include any allegation to the effect that the Employer has acted unjustly in its relationship with its Employees.

### 11.06 Settling of Grievances

The employee shall provide their immediate supervisor with an opportunity to settle the difference or dispute before initiating the grievance procedure.

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.

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.

#### Step 2

Failing settlement being reached in Step 1, the employee(s) concerned, together with the Grievance Committee, shall submit the grievance to the Chief Administrative Officer (CAO), who shall render their decision within five (5) working days after receipt of such notice.

#### Step 3

Failing settlement being reached in Step 2, 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 of the Union, or the Employer has a grievance, Steps 1 and 2 of this Article may be by-passed.

#### 11.08 Union May Institute Grievances

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

#### 11.09 Grievance on Safety

An employee, or group of employees, who are required to work under alleged unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

#### 11.10 Replies in Writing

Grievance and replies to grievances shall be in writing.

#### 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 Technical Objection to Grievances

No grievance shall be denied by any formal or technical objection. An arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance by either party, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

### **ARTICLE 12 – ARBITRATION**

#### 12.01 Appointment of Sole Arbitrator

When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing by the party so requesting and shall be delivered to the other party by a means which shall provide proof of delivery. Any matter so referred to Arbitration shall be referred to a sole Arbitrator. The Arbitrator selected must be a member of the LMAC (Labour Management Arbitration Committee) approved roster, unless otherwise mutually agreed by the parties.

If the Employer and the Union are unable to mutually agree to an Arbitrator, either party may write the Minister of Advanced Education, Skills and Labour to have an Arbitrator appointed.

The sole Arbitrator shall have all the rights and powers of a Board of Arbitration. Each party shall pay one-half of the fees and expenses of the Arbitrator.

#### 12.02 Procedure

The Arbitrator may determine their own procedure but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegations and render a decision as expeditiously as possible from the conclusion of the hearing.

#### 12.03 Decision of the Arbitrator

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

#### 12.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator within sixty (60) days of the date of the decision to reconvene to clarify the decision, which shall be done within five (5) working days.

#### 12.05 Amending of Time Limits

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

#### 12.06 Witnesses

At any stage of the grievance or Arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 13 – LABOUR MANAGEMENT COMMITTEE**

### **13.01 Establishment of Committee**

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and the Employer. The Committee shall enjoy the support of both parties.

### **13.02 Function of Committee**

The Committee shall concern itself with the following matters:

- (1) Considering constructive evaluation of all activities so that better relations shall exist between the Employer and the employees.
- (2) Promoting safe working conditions.
- (3) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (4) Considering conditions which have a potential for causing grievances and/or misunderstandings.

### **13.03 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 the time spent with this Committee. Should there be no agenda to discuss, any monthly meeting shall be cancelled by the parties.

### **13.04 Chairperson of the Meeting**

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

### **13.05 Minutes of Meeting**

Minutes of each meeting shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) copies of the minutes within three (3) days following the meeting. The parties shall alternate in accepting responsibility for the preparation of minutes, including provision of time, effort, and materials.

### **13.06 Jurisdiction of Committee**

The Committee shall have no jurisdiction or decision-making authority over any matter whatsoever other than the operation of the Committee.

## **ARTICLE 14 – DISCHARGE, SUSPENSION AND DISCIPLINE**

### **14.01 Discharge Procedure**

An employee may be dismissed, but only for just and reasonable cause and upon the authority of the Employer. When an employee is discharged or suspended, they shall be given the reason in the presence of the Shop Steward. If the Shop Steward is not available, the Union shall notify the Employer immediately of the name of the employee acting in their place. In any case, such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

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 that the employee should be removed from their place of employment, it shall be with pay.

### **14.02 May Omit Grievance Steps**

An employee considered by the Union to be unreasonably or unjustly discharged or suspended shall be entitled to a hearing under Article 11 - Grievance Procedure. Steps 1 and 2 of the grievance shall be omitted in such cases.

### **14.03 Unjust Suspension or Discharge**

Should it be found upon investigation by the Employer 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 such matter is referred to such a Board for Investigation.

### **14.04 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.

### **14.05 Adverse Report**

An employee shall be notified in writing of any expression of dissatisfaction concerning their work within ten (10) 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.

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

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

#### 14.06 Personnel Records

An employee shall have the right, at any reasonable time during regular business hours, to have access to and review his/her personnel record.

### **ARTICLE 15 – SENIORITY**

#### 15.01 Seniority Defined

Seniority is defined as the date of hire with the Employer in a Bargaining Unit position. Employees with the earlier date of hire shall have greater seniority.

#### 15.02 Seniority List

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

#### 15.03 Probation for Newly Hired Employees

Newly hired employee(s) shall be on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 5 - No Discrimination, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

#### 15.04 Loss Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

- (1) They are discharged for just cause and is not reinstated.

- (2) They resign in writing and does not withdraw within twenty-four (24) hours.
- (3) They are absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer.
- (4) They fail to return to work within two (2) working days following a layoff and after being notified by a means which shall provide proof of delivery to do so, unless more time is required due to illness, the need to provide notice to another employer or other cause considered just and reasonable. It shall be the responsibility of the employee to keep the Employer notified of their current address.
- (5) They are laid off for a period longer than twenty-four (24) continuous months.

#### 15.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without their consent.

### **ARTICLE 16 – PROMOTIONS AND STAFF CHANGES**

#### 16.01 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 and on all bulletin boards erected for the purpose for a minimum of one (1) week, so that all members will know about the vacancy or new position.

Notwithstanding the above, advertising (for the purpose of filling vacancies or when a new position is created, either inside or outside of the Bargaining Unit), may be posted simultaneously. However, the Employer agrees that all internal applicants will be processed prior to the processing of the applications of external applicants.

#### 16.02 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.

All job postings shall state "The Employer is an Equal Opportunity Employer".

### 16.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

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

Therefore, in making changes, transfers, or promotions within the Bargaining Unit, appointments will be made of the applicant with the greatest seniority and having sufficient qualifications. Appointments from within the Bargaining Unit shall be made within three weeks of posting.

### 16.04 Trial Period

The successful applicant shall be placed on a trial period for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to the previous position held without loss of seniority, wage or salary rate of the previous position held. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their previous position without loss of seniority, wage or salary rate.

### 16.05 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualification and has so notified the Employer prior to or at the time of application. Such employee will be given an opportunity to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

### 16.06 Disabled Worker Provisions

An employee unable through injury or illness to perform their normal duties shall be provided with alternate suitable employment, if available and provided they possess the required qualifications. Such employee shall not displace an employee with more seniority.

In the above situation, should the worker not be able to be accommodated by the Employer, they shall be permitted to bump as per the provisions of Article 17.06 - Bumping Procedure.

## 16.07 Older Worker Provision

An employee who, through advancing years, is unable to perform their normal duties, shall be provided with alternate suitable employment, if available, and provided they possess the required qualifications. Such employee shall not displace an employee with more seniority.

In the above situation, should the worker not be able to be accommodated by the Employer, they shall be permitted to bump as per the provisions of Article 17.06 - Bumping Procedure.

## ARTICLE 17 – LAYOFF AND RECALLS

### 17.01 Layoff Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, providing those employees retained have the necessary qualifications to perform the required operations.

Notwithstanding the above, when employees are laid off as a result of seasonal operations, they shall not be permitted to bump other permanent employees for that period.

### 17.02 Recall Procedure

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

### 17.03 No New Employees

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

### 17.04 Advance Notice of Layoff

Permanent employees shall receive ten (10) working days notice prior to effective date of layoff. Permanent employees with ten (10) years of service or more shall receive fifteen (15) working days notice prior to the effective date of layoff. If the employee has not had the opportunity to work the days after Notice of Layoff, they shall be paid in lieu of work for that part of the days during which work was not available. Employees shall also give the Employer an equivalent working days notice of a pending resignation.

### 17.05 Grievances on Layoffs

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

## 17.06 Bumping Procedure

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

Temporary employees cannot bump permanent employees in the event of layoffs. They may bump other temporary employees with less seniority provided they are qualified to perform the work.

Similarly, permanent part-time employees cannot bump permanent employees in the event of layoffs. They may bump other permanent part-time employees with less seniority provided they are qualified to perform the work.

## ARTICLE 18 – HOURS OF WORK

### 18.01 (a) Standard Daily Hours – Manual

The normal workday shall not commence before 8:00 a.m. nor finish later than 5:00 p.m., excepting the months of November, December, January, February, March and April. During those months, the normal workday shall not commence before 6:00 a.m. nor finish later than 6:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours, with one half (½) hour off for lunch. The Employer shall provide one (1) week's notice for any schedule changes during the months of November, December, January, February, March and April.

### (b) Standard Daily Hours - Office Staff

The normal workday shall not commence before 8:30 a.m. nor finish later than 4:30 p.m., with one (1) hour off for lunch, excepting the months of June, July August and September up to October 1<sup>st</sup> when the normal workday shall not commence before 8:30 a.m. nor finish later than 4:00 p.m. with one half (½) hour off for lunch.

### (c) Regular Workdays for Arena Workers

The regular workday for seasonal arena employees shall be eight (8) consecutive hours per day.

### 18.02 (a) Standard or Average Weekly Hours – Manual

(1) Except as hereinafter provided the regular workweek shall consist of five (5) days from Monday to Friday inclusive, for a total of forty (40) hours per week.

(2) Notwithstanding clause (1) above, if the Employer wishes to utilize a weekend shift, the schedule in Appendix A shall apply.

(b) Standard or Average Weekly Hours – Office Staff

The Normal work week shall consist of five (5) days from Monday to Friday inclusive, for a total of thirty-five (35) hours per week.

(c) Regular Work Week for Arena Workers

The regular work week for seasonal arena employees shall be any combination of days with two consecutive days off not in excess of forty (40) hours per week.

(d) Arena Schedule

The schedule shall be posted at least one week in advance. In the event of a change outside the posted schedule, an employee will be given a minimum of twenty-four (24) hours notice and such change will not result in overtime.

18.03 Paid Rest or Relief Periods – Manual and Office Staff

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

**ARTICLE 19 – OVERTIME**

19.01 Overtime Defined

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

19.02 (a) Compensation for Work After Daily Scheduled Hours – Manual

Overtime rates shall apply as follows:

Time and one half (1½x) for all time worked in excess of eight (8) hours per day and forty (40) hours per week.

Double time (2x) shall apply for all hours worked on Statutory Holidays in addition to Holiday Pay.

(b) Compensation for Work After Daily Scheduled Hours – Office Staff

Overtime rates shall apply as follows:

Time and one half (1½x) for all time worked in excess of seven (7) hours per day and thirty-five (35) hours per week.

Double time (2x) shall apply for all hours worked on Statutory Holidays in addition to Holiday Pay.

#### 19.03 No Layoff to Compensate for Overtime

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

#### 19.04 Overtime for Part-Time Employees

Part-time employees working less than the normal hours per day, and who are required to work longer than the normal working day, shall be paid at the rate of straight time for the hours 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 work performed on Holidays and regular days off.

#### 19.05 Sharing of Overtime

Overtime and call back time shall be offered fairly with a view of dividing all overtime equally among employees who are willing and qualified to perform the available work.

#### 19.06 Call Back Pay Guarantee

An employee who is called into 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 report to work, until such work is completed.

Notwithstanding the above, should an employee who is listed as being on stand-by, receive two (2) or more call-backs within the first four (4) hours then no additional call-back will be paid other than the initial one.

#### 19.07 Stand-By-Pay

- (a) An employee required to be immediately available for work on call during the period from 4:30 p.m. on any regular working day to 8:00 a.m. on the following regular working day shall be paid three (3) hours pay at the straight rate of pay for such period on call. Any employee required to be immediately available for work on call during the period from 4:30 p.m. on Friday to 8:00 a.m. on the following Monday shall be paid sixteen (16) hours pay at the straight rate of pay for such a period on call. Such payments shall be in addition to any overtime payment for work actually performed during the overtime hours with the exception of mandatory water treatment plan checks.
- (b) When a weekend shift, as contained in Appendix A, is in place and an employee is required to be immediately available for work on call during the period from 4:30 p.m. to 8:00 a.m. on the following day that employee shall be paid three (3) hours pay at the straight rate of pay for such period on call. Such payments shall be in addition to any overtime payment for work actually performed during the overtime hours.

## 19.08 Payment for Supply of Meals

An employee required to work four (4) or more hours of unscheduled overtime contiguous to a scheduled shift shall be provided with a meal allowance of fourteen dollars (\$14.00) by the Employer. Should an employee work in excess of seven (7) consecutive hours of unscheduled overtime contiguous to a scheduled shift, a second meal allowance shall be provided. The Employer shall allow one half (½) hour meal break with pay. An additional one half (½) hour paid meal break will be allowed for each additional four (4) hours of overtime.

## ARTICLE 20 – HOLIDAYS

20.01 The Employer recognizes the follow as paid holidays:

New Years Day	Orangeman's Day
St. Patrick's Day	Labour Day
Good Friday	Day of Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
June Holiday	Christmas Day
Canada Day	Boxing Day

The Employer will grant half (½) day paid on the last working day prior to Christmas Day.

The Employer will grant half (½) day paid on the last working day prior to New Year's Day.

The Employer will grant each employee one (1) day of paid leave as a personal responsibility day.

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 Vacations

Except as hereinafter provided each employee shall receive an annual vacation with pay in accordance with their years of service as follows:

Service	Vacation
1 – 3 years	10 working days
4 – 8 years	15 working days
9 – 13 years	20 working days
14 – 20 years	25 working days
21 plus	30 working days

Employees shall be moved to their next threshold of vacation entitlement based on their anniversary date with the Employer.

One (1) year of service shall be based upon 2080 regular hours (Manual) and 1820 (Office Staff).

### 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 have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

### 21.04 Preference in Vacation

All employees shall, whenever conveniently possible, be granted the vacation period preferred by the employee, or at such time as may be mutually agreed upon by the Town and the Union. Preference in choice of vacation dates shall be determined by seniority.

### 21.05 Vacation Schedules

- (a) Every effort will be made, subject to the requirements of the operation, to allow employees to take earned vacation at a time of their choice. Seniority shall be the deciding factor for employees wishing to take earned vacation providing the leave form is submitted before May 1<sup>st</sup> of each calendar year.

If a conflict arises in relation to requests for the same blocks of time, seniority will be the determining factor.

- (b) Vacation schedules shall be posted by May 1<sup>st</sup> of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall commence immediately following and employee's regularly scheduled days off unless otherwise mutually agreed.
- (c) Any requests received after the May 1<sup>st</sup> deadline will be determined on a first come first served basis, regardless of seniority.

#### 21.06 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer. However, employees accessing annual leave must do so for a minimum of one half (½) day.

#### 21.07 Sick Leave During Vacation

Where an employee qualifies for sick leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The employee shall provide proof of illness, acceptable to the Employer. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual consent.

#### 21.08 Accumulated Annual Leave

An employee may carry forward from one (1) year to the next any unused annual leave not taken by them in pervious years to a maximum of ten (10) days. Such days must be liquidated by the employee prior to December 31<sup>st</sup> of the following year unless the days were unable to be utilized due to the Employer's operational considerations.

### **ARTICLE 22 – SICK LEAVE PROVISIONS**

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

The Union and Employer recognize that sick leave may be used for mental health related matters.

#### 22.02 Annual Paid Sick Leave

Sick leave shall be earned by a permanent employee at the rate of one and one-half (1½) days for every month of service accumulating to one hundred and fifty (150) days for their future benefits.

Sick leave for temporary, seasonal, part-time, and permanent part-time employees shall be accrued at the rate of one and one half (1½) days for every month of service accumulating to one hundred and fifty (150) days for their future benefits on a prorated basis.

#### 22.03 Illness in the Family

In case of illness an immediate member of the family of an employee where no one, other than the employee, can provide 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.

#### 22.04 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 to the nearest half (½) day. However, employees accessing sick leave must do so for a minimum of one half (½) day.

#### 22.05 Proof of Illness

An employee may be required to produce a certificate from their attending physician for any illness in excess of seven (7) consecutive working days certifying that they are unable to carry out their duties due to illness.

#### 22.06 Sick Leave During Leave of Absence

When an employee is given a 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 credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

#### 22.07 Extension of Sick Leave

An employee with more than five (5) years of service who has exhausted their sick leave credits shall be allowed to anticipate extension of their sick leave to a maximum of fifteen (15) working days. The 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.

#### 22.08 Sick Leave Records

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

## 22.09 Sick Leave for Seasonal, Temporary, Part-time, Permanent Part-Time Employees

Sick leave shall be awarded to a temporary, seasonal, part-time, and permanent part-time employee for the day on which they commence work and subsequently qualifies for sick leave under this Article. A temporary, seasonal, part-time and permanent part-time employee shall not receive sick leave if the seasonal, temporary, part-time or permanent part-time employee refuses recall from layoffs due to illness. The temporary, seasonal, part-time and permanent part-time employee who refused recall due to illness shall advise the Employer of their availability for work once they have recovered from illness. Such refusal shall not be considered as a severing of the employee/employer relationship.

## ARTICLE 23 – MATERNITY LEAVE

### 23.01 Protection During Maternity Leave

Maternity leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided they are capable of performing the work and is otherwise entitled thereto by virtue of seniority.

Employees are entitled up to seventy-eight (78) weeks of unpaid, job-protected leave in the event of the birth of a child and up to sixty-two (62) weeks of unpaid, job-protected leave in the event of the adoption of a child.

### 23.02 Maternity Leave

- (a) An Employee who has completed ninety (90) days' continuous employment shall, upon their written request at least four (4) weeks in advance, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery, or such shorter period as may be requested by the Employee, provided they commence maternity leave not later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits except for that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, E.I. SUB Plan Benefits or LTD. Maternity leave shall be without loss of seniority. Birth mothers can take up to sixteen (16) consecutive weeks of maternity leave.

### 23.03 Parental Leave

An Employee who has completed their probationary period and who has or will have the actual care or custody of the child, shall be granted up to sixty-two (62) weeks of parental leave without pay and benefits. Parental leave can be taken by:

- the birth parent (immediately following maternity leave);

- the other parent; or
- an adoptive parent

Parental leave can start any time after the birth or adoption of a child but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.

23.04 Employees indicating their desire to take Maternity and/or Parental Leave shall indicate their anticipated return to work date, if any, at the time of their request for leave.

Employees will be required to give the Employer four (4) weeks' notice in writing of their intention to return to work.

23.05 Employees on such leave will accrue benefits only to the end of the month in which the leave of absence commences. Seniority will be accrued throughout such leave of absence.

23.06 Payment of Employee Benefits During Parental Leave

Subject to the conditions of the plan, employee may continue to be covered by health and medical plans by contributing their share and the Employer's share to the plan.

23.07 Adoption Leave

Where an employee seeks leave due to adoption, the conditions of Maternity Leave and Parental Leave shall apply.

## **ARTICLE 24 – LEAVE OF ABSENCE**

24.01 Negotiation Pay Provisions

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

24.02 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.

24.03 Paid Bereavement Leave

Bereavement leave shall be granted as follows:

- (1) Minimum of three (3) consecutive days without loss of salary or wages for the purpose of attending any funeral in the case of death of a parent, spouse, common law spouse, brother, sister, son, daughter or grandchild.

- (2) Minimum of two (2) consecutive days leave without loss of salary or wages for the purpose of attending any funeral in the case of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother or grandfather.
- (3) One (1) day leave without loss of salary or wages for the purpose of attending the funeral in the event of a death of an aunt, uncle, niece or nephew.

Where the burial occurs outside the province, such leave shall include as well, reasonable traveling time, the latter not to exceed seven (7) days but without pay.

#### 24.04 Education Leave

Leave of absence up to two (2) working days 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.

#### 24.05 General Leave

The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, as determined by the Employer. The request shall be made in writing and approved by the Employer.

#### 24.06 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law. The Employer shall pay such an employee the difference between normal earnings and payment 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 received.

#### 24.07 Union Functions Leave

Upon request to the Employer, an employee(s) elected or appointed to represent the Union at conventions, conferences, and schools, shall be allowed leave of absence with pay and without loss of benefits to a maximum of ten (10) person days per year and leave of absence without pay and without loss of benefits to a maximum of ten (10) person days per year, or five (5) days for each elected or appointed employee.

#### 24.08 Domestic Violence Leave

The parties acknowledge that when domestic violence occurs, it is a significant social problem that can affect the health and wellbeing of employees and their families.

When employees experience violence or abuse in their personal lives, it may affect their attendance or performance at work.

- (a) Domestic Violence Leave occurs when an Employee, the Employee's dependent child or a protected adult who lives with the Employee is subjected to any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person; any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person; conduct that reasonably, and in all circumstances, constitutes psychological or emotional abuse; forced confinement; sexual contact of any kind that is coerced by force, threat of force or stalking.
- (b) An Employee who is the victim of domestic violence is entitled to:
  - (i) Paid Domestic Violence Leave of up to ten (10) days in a calendar year.
  - (ii) Twenty-six (26) weeks of unpaid leave in one consecutive period.
- (c) The Employee may take Domestic Violence Leave for one or more of the following purposes:
  - (i) to seek medical attention for the Employee or the Employee's dependent child or a protected adult in respect of the physical or psychological injury or disability caused by the domestic violence.
  - (ii) to obtain services from a victims' services organization.
  - (iii) to obtain psychological or other professional counselling for the Employee or the Employee's dependent child or a protected adult.
  - (iv) to relocate temporarily or permanently.
  - (v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.
- (d) Before taking Domestic Violence Leave, the Employee must give the Employer as much notice as reasonable and practicable in the circumstances.
- (e) The Employer acknowledges the sensitive and confidential nature of accessing this leave and will take steps to ensure the confidentiality of the Employee.

## **ARTICLE 25 – PAYMENT OF WAGES AND ALLOWANCES**

### **25.01 Pay Days**

The Employer shall pay salaries and wages 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/her wages, overtime, and other supplementary pay and deductions.

## 25.02 Equal Pay for Equal Work

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

## 25.03 Pay on Temporary Transfers, Higher Rated Job

- (a) 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 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. This clause shall apply immediately upon temporary transfer.
- (b) When an employee is backfilling a position in the Accounting Department, the Employee shall receive the rate of pay of the higher position.

## 25.04 Pay on Temporary Transfers, Lower Rated Job

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

## 25.05 Vacation Pay

An employee may, upon giving at least three (3) 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 the vacation.

## 25.06 Mileage Allowance

When an employee is authorized to use their own car for the Employer's business, they shall be paid the provincial government rate per kilometre.

## 25.07 Part-Time Employees

Regular part-time employees shall receive the wage rates, conditions of employment, and perquisites specified in this agreement on a pro rata basis according to their hours of work.

## 25.08 Pyramiding of Overtime

There shall be no pyramiding of overtime rates as outline in Article 19.02, except for normal call back minimum time overlap.

## **ARTICLE 26 – JOB CLASSIFICATION AND RECLASSIFICATION**

### **26.01 Job Descriptions**

It is the responsibility of the Employer to draw up position descriptions for all positions and classifications for which the Union is the bargaining agent. Copies of these descriptions shall be presented to the Union and shall become the recognized job descriptions. The Employer and the Union shall, however, have the benefit of a two (2) week period for consultation prior to implementation of any new position description.

## **ARTICLE 27 – SAFETY AND HEALTH**

### **27.01 Co-operation on Safety**

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

### **27.02 Union-Employer Safety Committee**

The Employer agrees to hold meetings with two (2) designated representatives of the Union to deal with 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**

Employees working in any dangerous jobs shall be supplied with all the necessary tools and safety equipment other than protective clothing referenced in Article 27.05.

### **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 his/her regular rate of pay, without deductions 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 Clothing Allowance**

Each employee shall be paid for a semi-annual clothing allowance as follows:

\$75.00 per month payable on or before June 1<sup>st</sup> of each year, and a further \$75.00 per month payable on or before December 1<sup>st</sup> of each year.

All employees hired for short-term employment shall be paid a clothing allowance of \$75.00 per month including the first month of employment, providing they work a minimum of sixty (60) consecutive working days.

A short-term employee is one hired for a period not less than sixty (60) days and not exceeding six (6) months.

#### 27.06 Damaged Clothing

The Employer shall reimburse replacement costs for an article of clothing damaged during the normal office duties for office staff.

### **ARTICLE 28 – EMPLOYEE BENEFIT PLAN**

#### 28.01 Workers' Compensation Protection

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

#### 28.02 Workers' Compensation Pay Supplement

While off on Workers' Compensation, an employee shall be advanced an amount of money equal to the estimated earnings to be received from Workers' Compensation, less applicable deductions, but shall authorize the Employer to receive the funds received from Workers' Compensation. Should the Workers' Compensation claim be denied, the Employer shall recover the monies paid out, through deduction from the employee's sick leave bank. In the event this bank has been depleted, the Employer may recover this amount through any outstanding payment due to the employee.

Employees in receipt of Workers' Compensation benefits shall continue to be enrolled in the group insurance and pension plan while off work due to a compensable injury to a maximum period of two (2) years.

#### 28.03 Severance Pay

An employee who has ten (10) or more years of service in the employ of the Employer is entitled to be paid on termination or retirement, other than resignation, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by their weekly salary to the maximum of twenty (20) weeks pay. All leave periods under this Collective Agreement shall be counted as service for severance pay purposes.

## 28.04 Severance Pay Paid to Estate

Any severance pay entitlement of a deceased employee shall be paid to such employee's beneficiary or employee's estate.

## **ARTICLE 29 – JOB SECURITY**

### 29.01 Job Security

The Council agrees it will not put out for tender or contract, or employ any person or groups of persons, for any job now filled by an employee falling within the scope of this agreement, so as to have the effect of depriving any employee covered by this agreement of their employment or loss of present benefits.

### 29.02 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body the Employer undertakes, if within its power, to ensure that:

- (1) Employees shall be credited with all seniority rights;
- (2) All service credits relating to vacation with pay, sick leave credits and other benefits should be recognized;
- (3) All work and services presently performed by the members of the Canadian Union of Public Employees shall continue to be performed by CUPE members;
- (4) Conditions of employment and wage rates shall be equal to the best provisions in effect with the merging Employers;
- (5) No employee shall suffer a loss of employment as a result of a merger;
- (6) Preference in location of employment in the merged municipality shall be on the basis of seniority.

## **ARTICLE 30 – GENERAL CONDITIONS**

### 30.01 Bulletin Boards

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

## **ARTICLE 31 – PRESENT CONDITIONS AND BENEFITS**

### **31.01 Present Conditions to Continue**

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

### **31.02 Pensions, Group Life, etc.**

The Employer shall implement and maintain the mutually agreed Pension and Insurance Plans. The cost of said plans shall be shared on a 50%-50% basis.

## **ARTICLE 32 – GENERAL**

### **32.01 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 33 – TERM OF AGREEMENT**

### **33.01 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this agreement.

### **33.02 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.

### **33.03 Duration and Notice to Bargain**

This Agreement shall be binding and remain in effect from April 1<sup>st</sup>, 2022 to March 31<sup>st</sup>, 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 but not more than sixty (60) days prior to the 31<sup>st</sup> of March in any year that it desires its termination or amendment.

Signed this 14 day of April 2022

SIGNED ON BEHALF OF THE  
TOWN OF PLACENTIA

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1761

Jonathan Gaby  
Kurt Pan

Kevin Brennan

Kevin Duke

Wayne D. Poms

mbunpdy

Witness to above Signatures

Witness to above Signatures

## SCHEDULE 'A'

### Hourly Wage Rates – Manual

Classification	April 1, 2022 2.5%	April 1, 2023 1.75%	April 1, 2024 1%	April 1, 2025 2%
Labourer	23.88	24.30	24.54	25.03
Operator Trainee	25.74	26.19	26.45	26.98
Maintenance/ Water Treatment Operator	27.97	28.46	28.74	29.31
Lead Hand	29.77	30.29	30.59	31.20
Arena Attendant	25.50	25.95	26.21	26.73
Refrigeration Mechanic	29.75	30.27	30.57	31.18
Enforcement Officer	25.74	26.19	26.45	26.98
Facility Maintenance Attendant	23.88	24.30	24.54	25.03

Note: Training for Operator Trainee(s) shall be approved and paid for by the town. The Operator Trainee(s) rate will increase by fifty cents (\$0.50) per hour upon successful completion of town approved training and their third certification exam. Upon successful completion of their fourth certification exam, the Operator Trainee shall be moved to the Maintenance/Water Treatment Operator Classification.

**Office Staff Wage Rates Per Annum**

Classification		<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
		<b>2.50%</b>	<b>1.75%</b>	<b>1%</b>	<b>2%</b>
Accounts Supervisor	Step 1	52,962	53,889	54,427	55,516
	Step 2	54,884	55,844	56,403	57,531
	Step 3	56,806	57,800	58,378	59,545
	Step 4	58,912	59,943	60,542	61,753
	Step 5	60,649	61,711	62,328	63,574
Accounts Clerk	Step 1	46,549	47,364	47,838	48,794
	Step 2	48,471	49,319	49,813	50,809
	Step 3	50,393	51,275	51,788	52,823
	Step 4	52,315	53,230	53,763	54,838
	Step 5	54,237	55,186	55,738	56,853
Accounts Clerk	Step 1	41,973	42,707	43,134	43,997
	Step 2	43,895	44,663	45,109	46,012
	Step 3	45,816	46,618	47,084	48,026
	Step 4	47,738	48,574	49,060	50,041
	Step 5	49,660	50,529	51,035	52,055

**LETTER OF UNDERSTANDING #1**  
**BETWEEN**  
**THE TOWN OF PLACENTIA**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1761**

**RE: CONTRACTING-IN OF SNOW CLEARING**

With respect to the above matter and further to our discussions at the bargaining table, this is to certify that agreement has been reached on the following issues:

- (1) Should the Employer commence to contract-in their snow clearing operations, the Union agrees to meet with the Town and develop a seven-day work week schedule and pay schedule for the required period of operation (November 1<sup>st</sup> to April 30<sup>th</sup> of each).

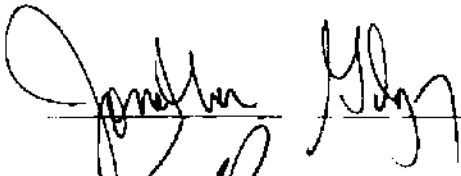
This letter shall form part of the Collective Agreement until such time as the entire agreement is amended or terminated.

This Memorandum of Understanding is agreed to and signed in good faith by the undersigned.

Signed this 14 day of April 2022

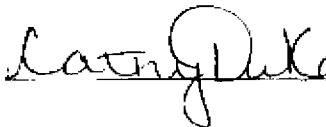
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TOWN OF PLACENTIA

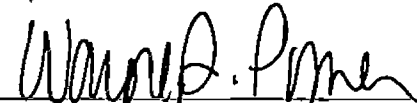
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CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1761

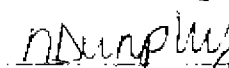
  
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Witness to above Signatures

Witness to above Signatures

**LETTER OF UNDERSTANDING #2**  
**BETWEEN**  
**THE TOWN OF PLACENTIA**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1761**

RE: ARENA ATTENDANT/PARKS MAINTENANCE PERSON – MR. RICHARD O'REILLY

This is to certify that agreement has been reached between the Town of Placentia and CUPE Local 1761 concerning the Arena Attendant/Parks Maintenance Person, Mr. Richard O'Reilly, and his Standard or Average Weekly Hours of Monday to Friday inclusive, for a total of forty (40) hours per week.

It is understood that during the summer months when Mr. O'Reilly is working as a Park Attendant, he may be required to alter his Standard or Average Weekly Hours from Monday to Friday to include Saturday and Sunday. This alteration of schedule work week will be for special softball tournaments only which are hosted by the town. Mr. O'Reilly will be entitled to two (2) days off in a seven (7) day week. The Employer will give Mr. O'Reilly a minimum of one (1) week's notice of change to his regular scheduled work week.

Mr. O'Reilly is entitled to overtime as per Article 19 - Overtime. Should Mr. O'Reilly be requested to work on his newly scheduled days off, he will be compensated as if he were to work on any normal Saturday or Sunday.

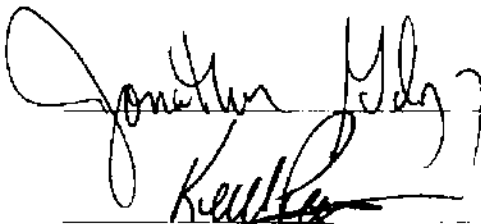
This Memorandum of Agreement is applicable only to the incumbent, Mr. O'Reilly, and is not intended to change or amend Article 18 - Hours of Work. Should Mr. O'Reilly no longer occupy this position, this agreement shall become null and void unless otherwise mutually agreed.

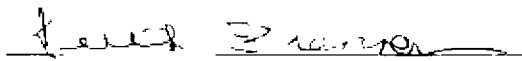
This Memorandum of Agreement shall form a part of the Collective Agreement until such time as the entire Collective Agreement is amended or terminated.

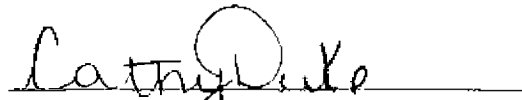
Signed this 14 day of April 2022

SIGNED ON BEHALF OF THE  
TOWN OF PLACENTIA

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1761

  
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Witness to above Signatures

  
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Witness to above Signatures

**LETTER OF UNDERSTANDING #3**  
**BETWEEN**  
**THE TOWN OF PLACENTIA**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1761**

**RE: PENSION PLAN OPTIONS**

This is to certify that agreement has been reached between the Town of Placentia and CUPE Local 1761 to review the Pension Plan Option currently in place for employees of the Town with a view to exploring other alternatives.

It is agreed that a Joint Committee consisting of two (2) Union members and two (2) management representatives shall meet with the General Manager of Municipality Newfoundland and Labrador Pension Plan (Trio) within four (4) months of the signing of a new Collective Agreement. The discussion shall focus on the change of benefits that was instituted on January 1<sup>st</sup>, 2013 for Option 1, which is the plan currently in place for the Town of Placentia employees. The Committee shall consider other options that might be readily available for its employees under the Trio umbrella or with another agency or plan should the former not be acceptable to the parties.

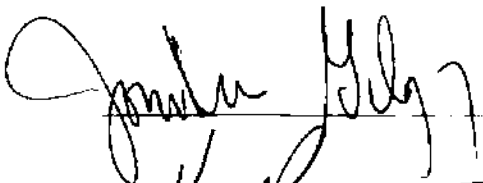
It is understood by the Town of Placentia and CUPE Local 1761 that any changes to the plan must be mutually agreed by both parties.

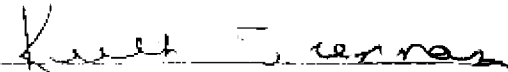
This Memorandum of Understanding is agreed to and signed in good faith by the undersigned.

Signed this 14 day of April 2022

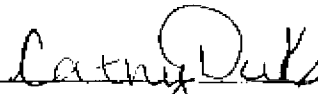
SIGNED ON BEHALF OF THE  
TOWN OF PLACENTIA

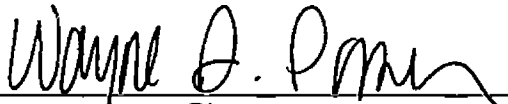
SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1761













Witness to above Signatures

Witness to above Signatures

**LETTER OF UNDERSTANDING #4**  
**BETWEEN**  
**THE TOWN OF PLACENTIA**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1761**

**RE: WEEKEND CHLORINE READINGS**

This is to certify that agreement has been reached between the Town of Placentia and CUPE Local 1761, concerning the weekend chlorine reading required by the Employer and the application of Article 19.07 - Stand-by-Pay, of the Collective Agreement.

It is understood by the parties:

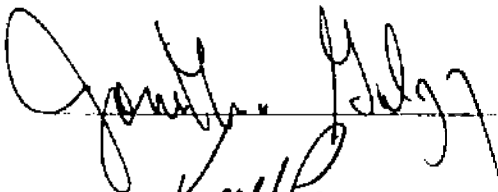

- (1) The Maintenance/Water Treatment Operator who is on stand-by-pay for the weekend will perform two (2) water readings at each of the three (3) water systems on Saturday and Sunday. This will translate into six (6) readings per day and twelve (12) for the full weekend. In addition, the individual on standby will also perform similar water testing for any holidays as noted under Article 20.01 - Holidays, of the Collective Agreement.
- (2) The Employer commits that, under the provisions of Article 19.07 - Stand-by-Pay, they will now pay the Maintenance/Water Treatment Operator, who is on stand-by, an additional three (3) hours straight time for Friday and the sixteen (16) hours pay at straight time will cover Saturday and Sunday.
- (3) When a weekend shift, as contained in Appendix A, is in place and an employee is required to be immediately available for work on call during the period from 4:30 p.m. to 8:00 a.m. on the following day that employee shall be paid three (3) hours pay at the straight rate of pay for such period on call. Such payments shall be in addition to any overtime payment for work actually performed during the overtime hours.

This Memorandum of Understanding shall form part of the Collective Agreement until such time as the entire agreement is amended or terminated.

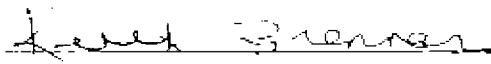
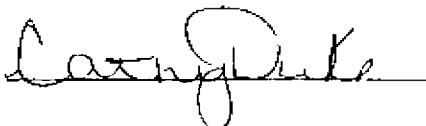
Signed this 14 day of April 2022

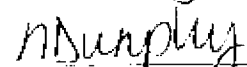
SIGNED ON BEHALF OF THE  
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SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1761

  
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Witness to above Signatures

  
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Witness to above Signatures

**LETTER OF UNDERSTANDING #5**  
**BETWEEN**  
**THE TOWN OF PLACENTIA**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1761**

RE: ADDITIONAL BARGAINING UNIT POSITIONS

This is to recognize and confirm that as of date of ratification, March 16, 2022, the addition of two positions to 'Schedule A':

- (1) Cultural Assistant
- (2) Events Assistant

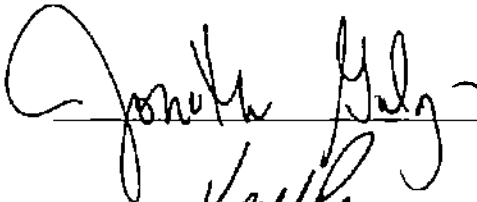

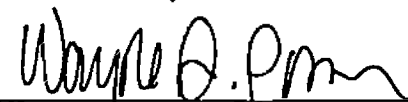
The job descriptions and wages will be negotiated and mutually agreed between the Town and the Union once filled.

This Memorandum shall form part of the Collective Agreement until such time as the entire agreement is amended or terminated.

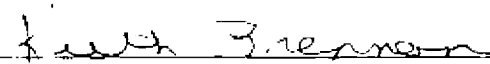
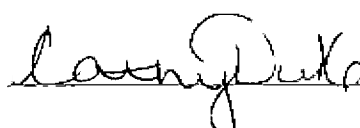
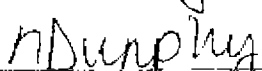
Signed this 14 day of April 2022

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EMPLOYEES, LOCAL 1761

  
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Witness to above Signatures

  
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Witness to above Signatures

**LETTER OF UNDERSTANDING #6**  
**BETWEEN**  
**THE TOWN OF PLACENTIA**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1761**

**RE: EMERGENCY WEEKEND WORK**

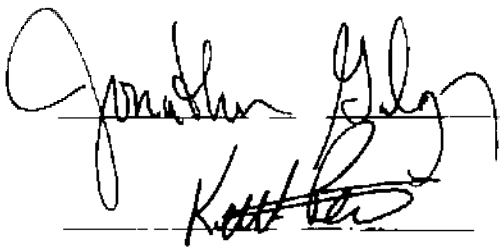
This is to certify that agreement has been reached between the Town of Placentia and CUPE Local 1761, concerning Emergency Weekend Work necessitating overtime by members of Local 1761. It is understood and agreed that:

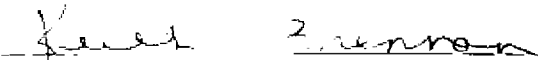
- (1) Union members will respond to weekend emergency calls in any case which involves a main waterline break. Service line leaks would not constitute an emergency unless they placed a long-term care facility at risk or forced a school to close for a second day.
- (2) The Employer and the Union will evaluate other situations as they arise and make the necessary determination prior to the required weekend work.
- (3) In the above situation where weekend work is required, senior employees will be given the option to work or decline the shift. The Employer would still retain the right to have a sufficient number of employees work the weekend shift subject to the above criteria.

Signed this 14 day of April 2022

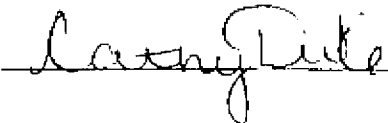
SIGNED ON BEHALF OF THE  
TOWN OF PLACENTIA

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EMPLOYEES, LOCAL 1761

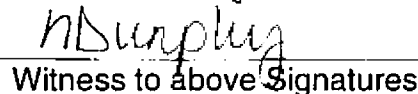
  
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Witness to above Signatures

  
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Witness to above Signatures

**LETTER OF UNDERSTANDING #7**  
**BETWEEN**  
**THE TOWN OF PLACENTIA**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1761**

**RE: USE OF SICK LEAVE**

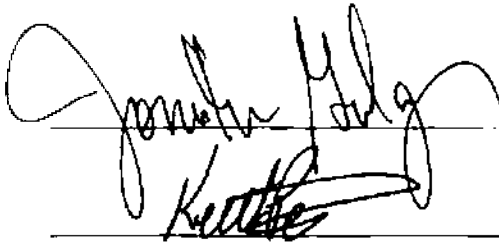
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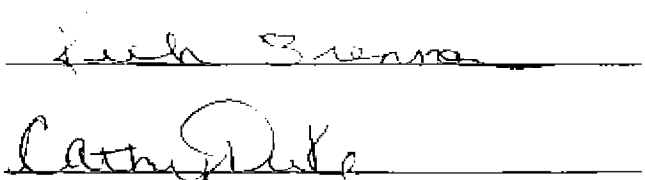
This is to clarify that employees shall use their entitled sick leave and sick leave bank before switching to extended earnings loss (i.e. short term disability, long term disability, EI Sick Benefits). Notwithstanding this letter, employees will file for Workers' Compensation in applicable circumstances.

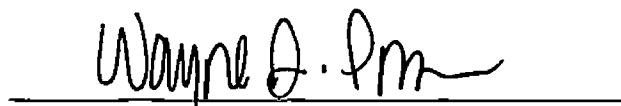
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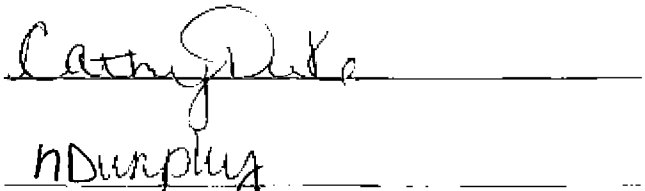
SIGNED ON BEHALF OF THE  
TOWN OF PLACENTIA

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CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1761

  
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Witness to above Signatures

Witness to above Signatures

## APPENDIX 'A' WEEKEND SHIFT SCHEDULE

7 Day work week with a 5 week rotation of 1 employee working each weekend.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Employee A	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off
Employee B	On	On	On	On	On	Off	Off	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	On	On	On	On	On	On	On
Employee C	On	On	On	On	On	Off	Off	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	On	On	On	On	On	On	On
Employee D	On	On	On	On	On	Off	Off	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	On	On	On	On	On	On	On
Employee E	Off	Off	Off	Off	Off	On	On	Off	Off	Off	Off	Off	Off	Off	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off