

**COLLECTIVE AGREEMENT**

**BETWEEN**



**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3768**

**AND**



**Town of Holyrood**

**January 1, 2026 to December 31, 2028**

:CF/cope491

## **Contents**

Article 1 – Preamble.....	1
1.01 Purpose and Definitions .....	1
1.02 Agreement.....	1
1.03 Definitions.....	1
Article 2 – Management Rights.....	2
2.01 Management Rights .....	2
2.02 Non-Discriminatory .....	2
2.03 Employer Shall Not Discriminate .....	2
2.04 Harassment.....	3
Article 3 – Recognition and Negotiations .....	3
3.01 Bargaining Unit.....	3
3.02 Work of the Bargaining Unit.....	3
3.03 Part-Time, Temporary, and Seasonal Employees.....	3
3.04 No Other Agreements.....	3
3.05 Amalgamations, Regionalization and Merger Protection.....	4
3.06 Hiring of Non-Union Employees on Government Grant Projects – Guarantee of Work.....	4
Article 4 – Union Membership.....	5
4.01 All Employees to be Members .....	5
Article 5 – Check-Off of Union Dues .....	5
5.01 Check-Off Payment .....	5
5.02 Deductions .....	5
5.03 T-4 Slips .....	5
Article 6 – The Employer and the Union Shall Acquaint New Employees.....	6
6.01 New Employees .....	6
6.02 Copies of Agreement.....	6
Article 7 – Correspondence .....	6
7.01 Correspondence.....	6
Article 8 – Labour Management Bargaining Relations .....	6
8.01 Representation .....	6
8.02 Union Bargaining Committee.....	7

8.03	Committees .....	7
8.04	Representative of CUPE .....	9
8.05	Meeting of Committee .....	9
8.06	Technical Information .....	9
8.07	Education on the Job.....	10
<b>Article 9 – Resolutions and Reports to the Council.....</b>		<b>10</b>
9.01	Employer Shall Notify Union.....	10
9.02	Copies of Resolution .....	10
<b>Article 10 – Grievance Procedure.....</b>		<b>10</b>
10.01	Recognition of Union Stewards and Grievance Committee.....	10
10.02	Permission to Leave Work.....	10
10.03	Definition of Grievance .....	11
10.04	Settling of Grievance .....	11
10.05	Policy or Group Grievance .....	12
10.06	Union May Institute Grievances.....	12
10.07	Replies in Writing.....	12
10.08	Facilities for Grievances .....	12
10.09	Time Limits .....	12
10.10	Deviation from Grievance Procedure.....	13
<b>Article 11 – Arbitration.....</b>		<b>13</b>
11.01	Notice of Arbitration .....	13
11.02	Selection of Arbitrator .....	13
11.03	Decision of Arbitration .....	13
11.04	Expenses of Arbitrator .....	13
11.05	Amending of Time Limits .....	13
11.06	Witnesses.....	14
11.07	Expedited Arbitration .....	14
<b>Article 12 – Discharge, Suspension and Discipline.....</b>		<b>15</b>
12.01	Right to Have a Steward Present .....	15
12.02	Discharge Procedure.....	15
12.03	Unjust Suspension or Discharge .....	15
12.04	Burden of Proof .....	16

12.05	Written Warning.....	16
12.06	Personnel Records.....	16
Article 13 – Seniority.....		17
13.01	Seniority Defined.....	17
13.02	Seniority List.....	17
13.03	Probation for Newly Hired Employees.....	17
13.04	Loss of Seniority.....	18
13.05	Transfers Outside the Bargaining Unit.....	19
13.06	Bumping Rights.....	19
Article 14 – Promotions and Staff Changes.....		19
14.01	Job Posting.....	19
14.02	Information in Posting.....	20
14.03	No Outside Advertising.....	20
14.04	Role of Seniority in Promotions and Transfers.....	20
14.05	Trial Period.....	20
14.06	Promotions Requiring Higher Qualifications.....	21
14.07	Notification to Employee and Union.....	21
14.08	On the Job Training.....	21
14.09	Training Courses.....	22
14.10	Human Rights Provision.....	22
14.11	Furthering Education.....	22
Article 15 – Layoffs and Recalls.....		22
15.01	Role of Seniority.....	22
15.02	Recall Procedure.....	23
15.03	No New Employee.....	23
15.04	Advance Notice of Layoff.....	23
15.05	Grievances on Layoffs and Recalls.....	23
Article 16 – Hours of Work.....		23
16.01	Regular Daily Hours – Holyrood Municipal Council.....	23
16.02	Regular or Average Weekly Hours.....	24
16.03	Working Schedule.....	24
16.04	Paid Rest Period.....	24

16.05	Reporting Pay Guarantee.....	25
16.06	Paid Clean-Up or Clothes Changing Time.....	25
Article 17	– Overtime .....	25
17.01	Overtime Defined.....	25
17.02	Compensation for Work Before and After Daily Scheduled Hours .....	25
17.03	Compensation for Work on First Day of Rest .....	25
17.04	Compensation for Work on Second Day of Rest.....	25
17.05	Compensation for Work on Paid Holidays .....	25
17.06	No Layoff to Compensate for Overtime .....	26
17.07	Calculating of Overtime Rates.....	26
17.08	Sharing of Overtime.....	26
17.09	Overtime Assignment .....	26
17.10	Overtime During Layoffs.....	27
17.11	Call Back Guarantee .....	27
17.12	Time Off in Lieu of Overtime.....	27
17.13	Meal Allowance .....	27
17.14	Compensation for Work Performed on a Holiday Falling on Scheduled Days Off.....	28
17.15	Pyramiding .....	28
17.16	Overtime Payment Distribution.....	28
Article 18	– Shift Work .....	28
18.01	Shift Work.....	28
Article 19	– Holidays .....	29
19.01	Paid Holidays .....	29
19.02	Compensation for Holidays Falling on Saturday.....	29
19.03	Compensation for Holidays Falling on Sunday.....	29
Article 20	– Vacations .....	29
20.01	Length of Vacations.....	29
20.02	Compensation for Holidays Falling Within Vacation Schedule .....	30
20.03	Vacation Pay on Termination .....	30
20.04	Vacation Pay on Retirement.....	30
20.05	Vacation Schedule.....	31
20.06	Unbroken Vacation Period.....	31

20.07	Vacation Call Back .....	31
20.08	Notice of Leave .....	31
20.09	Carry Forward of Vacation.....	31
<b>Article 21</b>	<b>– Sick Leave Provisions .....</b>	<b>32</b>
21.01	Sick Leave Defined.....	32
21.02	Annual Paid Sick Leave.....	32
21.03	Accumulation of Sick Leave .....	32
21.04	Deductions from Sick Leave.....	32
21.05	Proof of Illness.....	32
21.06	Sick Leave During Leave of Absence.....	33
21.07	Sick Leave Records.....	33
21.08	Approved Leave During Vacation.....	33
21.09	Payment of Sick Leave.....	34
<b>Article 22</b>	<b>– Leave of Absence .....</b>	<b>34</b>
22.01	Negotiation Committee Pay.....	34
22.02	Arbitration Pay Provision .....	34
22.03	Paid Bereavement Leave .....	34
22.04	Pall-Bearer’s Leave .....	34
22.05	Maternity/Adoption/Parental Leave.....	35
22.06	Sick Leave Related Pregnancy .....	36
22.07	Payment of Employee Benefits During Maternity Leave.....	36
22.08	Family Leave .....	36
22.09	Paid Jury .....	37
22.10	Education Leave.....	37
22.11	General Leave.....	37
22.12	Earned Vacation on Death .....	38
22.13	Domestic/Family Violence Leave .....	38
22.14	Leave of Absence for Full-Time Union or Public Functions.....	39
22.15	Union Leave .....	39
22.16	Compassionate Care Benefits Leave (EI Program).....	39
22.17	Leave Request Form .....	40
<b>Article 23</b>	<b>– Payment of Wages.....</b>	<b>40</b>

23.01	Pay Days .....	40
23.02	Equal Pay for Equal Work .....	40
23.03	Pay of Temporary Transfers, Higher Rated job .....	40
23.04	Pay on Temporary Transfer, Lower Rated Job.....	40
23.05	Mileage Allowance.....	40
23.06	On Call Provision.....	41
23.07	Rates for Lead hand and Charge Heads .....	41
23.08	Working with Live Sewer .....	41
23.09	Legal Fees.....	42
Article 24 – Job Classification .....		42
24.01	Job Descriptions .....	42
24.02	No Elimination of Present Classification .....	42
24.03	Changes in Classification .....	42
Article 25 – Employee Benefits .....		43
25.01	Pension Plan .....	43
25.02	Workers’ Compensation Pay Protection .....	43
25.03	Group Benefits .....	43
25.04	Continuation of Benefits During Work Stoppages .....	44
25.05	LTD Claims.....	44
25.06	Carrier/Provider Decisions.....	44
Article 26 – Job Security .....		45
26.01	Job Security.....	45
Article 27 – Union Label.....		45
27.01	CUPE Union Label .....	45
Article 28 – General Conditions .....		45
28.01	Proper Accommodation .....	45
28.02	Bulletin Board .....	45
28.03	Allowance for Tools .....	46
28.04	Protective Clothing .....	46
28.05	Cleaning of Equipment .....	48
Article 29 – Continuation of Acquired Rights.....		48
29.01	Continuation of Acquired Rights.....	48

Article 30 – Copies of Agreement .....	49
30.01 Copies of Agreement.....	49
Article 31 – General .....	49
31.01 Severance Pay .....	49
Article 32 – Term of Agreement.....	49
32.01 Duration.....	49
32.02 Changes in Agreement.....	49
32.03 Agreement to Continue in Force.....	49
32.04 Retroactive Pay for Terminated Employees .....	50
32.05 Training Benefits.....	50
Signing Page .....	52
Schedule A .....	53
Rates of Pay.....	53
Schedule B .....	54
Management Schedule .....	54
Memorandum of Understanding 1 .....	55
Re: Clause 3.03 .....	55
Memorandum of Understanding 2 .....	55
Municipal Code of Conduct .....	55
Memorandum of Understanding 3 .....	55
Job Security .....	55
Memorandum of Understanding 4 .....	55
Safety .....	55

## **Article 1 – Preamble**

### **1.01 Purpose and Definitions**

- a) The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement and to define the respective rights of the parties signatory to this Agreement.
  
- b) Where the Singular is used, the plural is implied.

### **1.02 Agreement**

It is now desirable that methods of bargaining and all methods pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

### **1.03 Definitions**

- a) "Employee" means a person included in the bargaining unit who is employed by the Employer for remuneration.
  
- b) "Full-time employee" means a person who is regularly scheduled the full, regular hours of their department.
  
- c) "Part-time employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
  
- d) "Permanent employee" means a person who is employed without reference to any specific date of termination of service.
  
- e) "Seasonal employee" means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic reassignment in various positions because of the nature of their work. Seasonal employees may accumulate periods of employment to complete the probationary period referred to in Article 13.03.
  
- f) "Temporary employee" means a person who is employed for a specific period or for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work. Temporary employees may accumulate periods of employment to complete the probationary period referred to in Article 13.03.

- g) "Probationary employee" means an employee who has not yet completed their probationary period in Article 13.03.
- h) A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the collective agreement.
- i) A shift is a scheduled work period other than regular hours of work or regular workday as defined in Article 16.

## **Article 2 – Management Rights**

### **2.01 Management Rights**

The Union recognizes and agrees that all the rights, powers and authority, both to operate and manage the Town under its control and to direct its working forces is vested exclusively with the Employer except as specifically abridged or modified by the specific provisions of this Agreement.

### **2.02 Non-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 any present employee of employment, except through just cause.

### **2.03 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination, 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, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation or activity, gender, gender identity, marital status, sexual orientation, place of residence, physical or mental disability, family relationship, nor by reason of membership or activity in the Union, or any other reason.

"Discrimination means the subordination of groups or individuals resulting from a distinction, preference, restriction or exclusion that is based on improper grounds and may involve unequal treatment or may result from the differential impact of a neutral policy or practice."

## **2.04 Harassment**

- a) The Employer and the Union agree to work together to eliminate all forms of harassment from the workplace.
- b) It is agreed that complaints under this article will be dealt with by the Employer and the Union and every effort will be made by both parties to maintain confidentiality.
- c) Failing resolution of such complaint the grievance procedure may be used.
- d) Harassment shall be as defined in Section 2, Sub-Section F-1 of the Newfoundland Human Rights Code and stated as follows: "Harass" means to engage in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

## **Article 3 – Recognition and Negotiations**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 3768 as the sole and exclusive bargaining agent in respect to rates of pay, hours of work and all other conditions of employment for all employees save and except those in classifications identified in Schedule "B" of this collective agreement.

### **3.02 Work of the Bargaining Unit**

Persons whose positions are not included in the list of positions in Schedule "A" shall not perform the duties of those positions in Schedule "A" to such an extent as to jeopardize the employment security or reduce the hours of work or pay of those employees filling the positions in Schedule "A".

### **3.03 Part-Time, Temporary, and Seasonal Employees**

This collective agreement is fully applicable to all part-time, temporary and seasonal employees on a pro rata basis, unless otherwise specified.

### **3.04 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or any representative of the Employer which may conflict with the terms of this collective agreement.

### **3.05 Amalgamations, Regionalization and Merger Protection**

In the event the Employer merges or amalgamates with any other body, the Employer undertakes to use its best efforts to ensure that:

- a) Employees shall be credited with all seniority rights with the new employer.
- b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new employer.
- c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new employer.
- d) Conditions of employment and wage rates for the new employer shall be equal to the best provision in effect with the merging employers.
- e) No employee shall suffer a loss of employment as a result of merger.
- f) Preference in location of employment in the merged municipality shall be on the basis of seniority.

### **3.06 Hiring of Non-Union Employees on Government Grant Projects – Guarantee of Work**

Council appreciates the cooperation of CUPE in the past with respect to the hiring of non-union employees on government grant projects. Council is prepared to give every reasonable assurance that hiring on government funded projects where possible, will be done at a time when regular employees are employed and will not engage workers on these projects in work normally done by regular employees while regular employees are on lay off. Council agrees to notify the union, at the time of application, when personnel are to be engaged under government funded projects. This notification will outline the number of people engaged and the nature and location of these projects to be undertaken, as well as the expected term of employment. Notwithstanding the foregoing it is agreed that management reserves the right to employ workers under government grants to perform work which is not normally performed by regular employees. Where possible bargaining unit members shall be offered employment on such projects "providing they meet the terms and conditions of the funding agreement(s) and are capable of carrying out the work."

## **Article 4 – Union Membership**

### **4.01 All Employees to be Members**

All employees within the bargaining unit shall as a condition of continued employment become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. All new employees within the bargaining unit shall as a condition of employment become and remain members in good standing in the Union on the day they are hired.

## **Article 5 – Check-Off of Union Dues**

### **5.01 Check-Off Payment**

The Employer shall, with written authorization, deduct from every employee within the bargaining unit any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and By-Laws.

### **5.02 Deductions**

Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees by the fifteenth day of the month following the month in and for which the deductions were made and shall be accompanied by a list of the names, addresses and position classifications of those employees from whose wages the deductions have been made. A copy of the list shall be forwarded by the Employer to the Secretary- Treasurer of the Local Union. Lists of employees' names, addresses, phone numbers and classifications shall be made available by the Employer on a periodic basis, as requested by the Union, in paper and/or in electronic format. It is the responsibility of employees to ensure that the Employer is provided with current addresses and telephone numbers of employees.

### **5.03 T-4 Slips**

The amount of union dues paid by each member in a calendar year will be shown on the employee's T-4 Slip for that year.

## **Article 6 – The Employer and the Union Shall Acquaint New Employees**

### **6.01 New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the provisions set out in the articles dealing with Union security and dues check-off.

### **6.02 Copies of Agreement**

Upon commencing employment, the employee's immediate supervisor shall introduce the employee to the Shop Steward. The Steward will provide the employee with a copy of the Collective Agreement.

## **Article 7 – Correspondence**

### **7.01 Correspondence**

All correspondence, with the exception of grievances between the parties, arising out of the administration of this agreement shall, on behalf of the Employer, pass to and from such persons as the Employer may designate; and, on behalf of the Union, shall pass to and from the President or Secretary of the Union Local.

## **Article 8 – Labour Management Bargaining Relations**

### **8.01 Representation**

The Employer shall not enter into negotiations or make any agreement with an employee or group of employees the substance of which negotiations or agreement would be in conflict with any specific provision of this Agreement. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesman. In order to facilitate this, the Union shall notify the Employer, in writing, of the names of its officers, and the Employer shall not be required to recognize such officers until such time as this notification has been received. Likewise, the Employer shall notify the Union of the names of its supervisory or advisory personnel with whom the Union may be required to transact business.

## 8.02 Union Bargaining Committee

For the purpose of negotiating a renewal to or amendment of this Agreement, a Union bargaining committee shall be elected or appointed from the bargaining unit and shall consist of not more than three (3) employees from the bargaining unit. The parties will advise each other of the names of its committee members.

## 8.03 Committees

### Labour Management Committee

a) A Labour Management Committee shall be established consisting of two (2) Bargaining Unit employee representatives and two (2) representatives of the Employer. The committee shall enjoy the full support of both parties in the interest of advancing the functions of the Committee as detailed in Clause 8.03 (A) (2) below.

b) Function of Committee

The Committee shall concern itself with the following general matters:

- i) Considering constructive criticism of all activities so that better relations shall exist between the Employer and the employees.
- ii) Improving and extending services to the public.
- iii) Promoting safety and sanitary practices.
- iv) Reviewing suggestions from employees, or the Employer questions of working conditions and service.
- v) The parties agree that the mandate of the Labour Management Committee shall include discussion and consultation on the matter of the maintenance and review of employee group benefit plans. To facilitate this, a Benefits sub-committee of the Labour Management Committee shall be formed to review matters relating to the plan.
- vi) The parties agree that there shall be no discussion of grievances.

c) Meetings of Committee

The committee shall meet at least quarterly. Meetings shall be convened at a mutually agreeable time and place. Employees shall not suffer any loss of pay for time spent with this committee. Agenda items may be forwarded in advance or be brought forward by either party at the time of the Labour Management Committee meeting.

d) Chairman of the Meeting

An employer and an employee representative shall be designated as

joint chairpersons and shall alternate in presiding over meetings.

- e) Minutes of the Meeting  
Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall receive two (2) signed copies of the minutes within ten (10) days following the meeting.

Any personal information shall be strictly confidential and shall be confined only to members of the committee and shall not appear in the public minutes.

- f) Jurisdiction of Committee  
The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its decision and conclusions.

#### Health and Safety Committee

- a) Cooperation  
The parties agree to cooperate in encouraging and promoting safety in the workplace. It is further agreed that all legislation and regulations pertaining to safety in the workplace and the administration of the Workplace, Health, Safety and Compensation Act and Occupational Health and Safety Act are binding upon the parties to this Agreement.
- b) Non-Disabling Injury  
An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at the regular rate of pay, without reduction from sick leave, unless a doctor states that the employee is fit for further work on that shift. An employee who has received payment under this section shall, if on the job, suffer no loss in pay for time necessarily spent for further medical treatment of the injury during regular scheduled working hours, subsequent to the day of the accident.
- c) Transportation of Injured Workers  
Transportation to the nearest physician or hospital for employees requiring medical attention on the job shall be at the expense of the Employer.

- d) First Aid Instructions  
The Employer will provide First Aid Training in accordance with the requirement of the Workplace, Health, Safety and Compensation Act.
- e) Covered Trucks  
All trucks used for the transportation of employees shall be covered. No employee shall be transported in an open truck operated on behalf the Town.

#### **8.04 Representative of CUPE**

The Union shall have the right at any time to have the assistance of regular, paid representatives of the Canadian Union of Public Employees when dealing with the Employer on matters relative to the administration of this Agreement or during negotiations for the amendment or renewal of this Agreement. Such representatives shall be granted access to the Employer's premises, wherever practicable, upon receipt of a request given in sufficient time to allow the Employer to consider and approve the request. In any event, no Union representative shall interfere with or impede the regular work of employees during their working hours during the life of this Agreement. Access to the Employer's premises shall not be unreasonably refused nor delayed.

#### **8.05 Meeting of Committee**

In the event either party wishes to call committee meetings during normal working hours, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held no later than six (6) calendar days after the request has been given.

#### **8.06 Technical Information**

The Employer, if it has in its possession, shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to pension and benefit plans and all other information that might be required or might be relevant to the collective bargaining purposes or the administration of the collective agreement.

Any charges specified for the provision of information under the Access to Information and Protection of Privacy Act shall be waived by the Employer where any information is requested by the Union as it pertains to unionized employees or as it relates to interpretation of the terms and conditions of the collective agreement under the terms of that Act.

## **8.07 Education on the Job**

The Employer recognizes that education is a continuing process. Accordingly, the Employer will, where practicable, cooperate with the Union in the provision of space for the conduct of seminars, workshops, lectures following the regular working day provided that the educational benefit from such activities is of some benefit to the Employer in the form of increased efficiency, productivity, etc. Where practicable, and at the Employer's sole discretion, the Employer may provide the space for Union meetings after regular working hours.

## **Article 9 – Resolutions and Reports to the Council**

### **9.01 Employer Shall Notify Union**

In the event that the Employer is proposing to conduct any reorganization which would directly affect the work of members of the bargaining unit, the Employer agrees to provide the Union with an opportunity for consultation prior to the implementation of such reorganization.

### **9.02 Copies of Resolution**

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 except where information is privileged and of confidential nature relative to labour relations.

## **Article 10 – Grievance Procedure**

### **10.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of Shop Stewards. The Steward may assist any employee whom the Steward represents in preparing and presenting a grievance in accordance with the grievance procedure.

### **10.02 Permission to Leave Work**

- a) 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 an employee of the

Employer and that the steward will not leave work during working hours except to perform specific duties under this agreement. Therefore, no steward shall leave work without obtaining the permission of the steward's immediate supervisor, which permission shall not be unreasonably withheld.

- b) Any steward or representative of the Union involved in the grievance on the Grievance Committee, who is in the employ of the Employer, shall have the right to attend meetings in connection with the grievance procedure held within working hours without loss of remuneration.

### **10.03 Definition of Grievance**

For information purposes, the written grievance will quote the specific article(s) and/or clause(s) which the aggrieved employee alleges has been violated and will include general details to support the claim and any remedy sought.

### **10.04 Settling of Grievance**

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

#### Step 1

The aggrieved employee shall, within seven (7) working days after becoming aware of the occurrence of the grievance, in the presence of the shop steward, if the shop steward is not available, in the presence of the chief shop steward, discuss the matter with the employee's immediate supervisor. The supervisor shall respond within ten (10) working days.

#### Step 2

If the grievance is not settled in Step 1, the employee and the shop steward may submit a grievance in writing to the Chief Administrative Officer within four (4) working days of receipt of the response at Step 1. The Chief Administrative Officer shall meet with the grievor and the steward within two (2) working days of receipt of the grievance at Step 2 to discuss the issue and shall provide a decision within a further three (3) working days.

#### Step 3

Failing satisfactory resolution at Step 2, either party may refer the matter in dispute to arbitration within fifteen (15) working days of receipt of the decision at Step 2. Such referral shall include the delivery of the notice in writing as required under Clause 11.01 and, within a further fifteen (15)

working days, the delivery of the letter of referral to the appropriate arbitrator unless there has been an extension of time limits as per 11.06, and such extension shall not be unreasonably requested nor denied.

- b) Where Step I is by-passed in accordance with the provisions of this agreement, the time limit for filing of a grievance at Step 2 shall be ten (10) working days after the aggrieved employee or the union became aware of the occurrence giving rise to the grievance.

#### **10.05 Policy or Group Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or a matter of policy is involved, then the grievance may be submitted at Step 2.

#### **10.06 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.

#### **10.07 Replies in Writing**

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

#### **10.08 Facilities for Grievances**

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

#### **10.09 Time Limits**

The time limits in the grievance and arbitration procedures contained herein shall be directory and not mandatory, however both parties shall make every reasonable effort to deal with workplace conflict in a respectful and expeditious manner. Where either party feels that its interests have been prejudiced by delays in the processing of a grievance, an arbitrator appointed under Article 11 shall have the remedial authority to make such necessary adjustments in an arbitration award to address such matters in a manner which the arbitrator deems just and equitable.

## **10.10 Deviation from Grievance Procedure**

Once a grievance procedure has been initiated, there shall be no discussions between the grievor and management representatives relative to the grievance, except as allowed in the grievance procedure or unless a Shop Steward is present.

## **Article 11 – Arbitration**

### **11.01 Notice of Arbitration**

Should any grievance arise which is not satisfactorily resolved under Article 10, either party may, by providing notice in writing to the other, as allowed in Step 3 of the grievance procedure refer the matter to arbitration.

### **11.02 Selection of Arbitrator**

A grievance referred to arbitration shall be heard by a mutually agreed arbitrator from NL Labour Management Arbitration Committee Roster.

### **11.03 Decision of Arbitration**

The decision of the arbitrator shall be final, binding and enforceable on all parties. The arbitrator shall not 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 otherwise dispose of the grievance by an arrangement which is deemed just and equitable.

An arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which is deemed just and equitable, providing that nothing in this section shall allow an arbitrator the right to waive the obligation of either party to process a grievance in accordance with the terms of Articles 10.04 and 10.09.

### **11.04 Expenses of Arbitrator**

The parties of this agreement will share equally the fee and expenses of the arbitrator.

### **11.05 Amending of Time Limits**

The time limits in this Article are mandatory and shall not be extended except by the mutual agreement of the parties in writing. Any request for extension shall be

in writing and shall be delivered by the one party to the other prior to the expiration of the time limits provided herein.

### **11.06 Witnesses**

At any stage of the grievance or arbitration procedure, the parties shall have the right to the assistance of any employee(s) concerned without loss of pay or benefits as witnesses and any other witnesses.

The parties agree that any written statement of any Union member against any other member or the Employer shall not be used in arbitration (excepting accident matters) if it could be detrimental to employees, to the Employer or to the Union unless the author of the statement is available for cross-examination. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

### **11.07 Expedited Arbitration**

Subject to agreement of both parties, a form of expedited arbitration 1 or 2 may be used following Step 3 of the Grievance Procedure. The particulars are as follows:

#### Expedited 1

1. In any dispute of interpretation or application of the collective agreement, the parties agree to submit a written brief only detailing the arguments of the respective parties to a single arbitrator within fifteen (15) calendar days of the written response of the CAO in Step 2 of the Grievance Procedure.
2. The single arbitrator must be agreed to by both parties within seven (7) calendar days of the CAO's written response and the appointed arbitrator must be willing to render a verbal decision within two (2) calendar days following receipt of the written brief from each party except where an extension of time is requested by the arbitrator and agreed to by both parties.
3. Decisions will be non-precedential and without prejudice for any subsequent grievance of a similar nature.

#### Expedited 2

1. In any dispute of interpretation or application of the collective agreement the parties agree to submit a written brief and present oral arguments to a single arbitrator within twenty (20) calendar days of the written response of the CAO in Step 2 of the Grievance Procedure.

2. The single arbitrator must be agreed to by both parties within seven (7) calendar days of the CAO's written response and the appointed arbitrator must be willing to tender a written decision within ten (10) calendar days following presentation of written briefs and oral arguments of each party.
3. The single arbitrator may, for the purpose of clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the arbitrator. Both parties retain access to the complete arbitration process and described in Article 11 of the collective agreement where either or both do not wish to implement expedited arbitration 1 or 2.

Decisions of the arbitrator will be binding on both parties within the guidelines of the Newfoundland Labour Relations Act. The Cost of the arbitrator will be shared on a 50/50 basis.

## **Article 12 – Discharge, Suspension and Discipline**

### **12.01 Right to Have a Steward Present**

An employee shall have the right to have the shop steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor knows in advance that an employee is to be interviewed for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a union representative to be present at the interview. If, in the course of discussion or review of circumstances as part of a meeting it becomes apparent that discipline may be issued, the employer shall agree to request a recess of the meeting until such time as a union representative or shop steward is present.

### **12.02 Discharge Procedure**

An employee may be dismissed, but only for just cause and only upon the authority of the CAO or designate. When an employee is discharged or suspended, the employee 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 the reason for such discharge or suspension.

### **12.03 Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. The

affected employee shall be compensated for all time lost in an amount equal to the normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an arbitrator, if the matter is referred to such a person.

#### **12.04 Burden of Proof**

Evidence related to the proof of just cause shall be limited to the grounds stated in the discharge or discipline notice and the record of any previous related misconduct contained in the employee's personnel file, subject to the time limits stated in 12.05 b).

#### **12.05 Written Warning**

- a) The Employer shall, within ten (10) working days of becoming aware of the event giving rise thereto, notify an employee in writing of any expression of dissatisfaction concerning their work with a copy to the Union. This notice shall include particulars of the work performance which lead to the dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against the employee at any time. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to the employee's work.
- b) This procedure shall not hinder the Employer from providing a verbal notice of dissatisfaction in the presence of the employee's steward which notice may be referenced in the subsequent written expression of dissatisfaction. The employee's written reply to such accusation or expression of dissatisfaction shall become part of the employee's record.

#### **12.06 Personnel Records**

An employee shall have the right at any reasonable time during regular business hours and upon providing reasonable notice, to have access to and review the employee's personnel file. An employee shall have the right to have copies made of any material contained in their personnel file but shall not be permitted to remove any material from the Employer's premises or control. A management representative of the Employer shall be present at all times when files are being reviewed and shall provide a copy of any file document required.

## **Article 13 – Seniority**

### **13.01 Seniority Defined**

- a) Seniority is based on the original date of hire with the Employer. Probationary employees shall not acquire seniority or seniority rights until such time as they have successfully completed their probationary period. Upon successful completion of the probationary period, the employee shall have their seniority dated from their most recent date of hire. Seniority shall operate on a bargaining unit wide basis. In future situations where the Employer hires more than one employee on the same day the new employee will be provided with staggered start times of at least one-half (1/2) hour apart.
- b) Seniority shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the work force and recall provided that the employer determines necessary skills, qualifications and abilities to do the work in question are satisfied.

### **13.02 Seniority List**

Subject to Article 13.01 and Article 15 the Employer shall maintain one (1) seniority list. The list shall include the name, date of hire, and accrued service for each employee.

Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards before the end of February of each year.

### **13.03 Probation for Newly Hired Employees**

A newly hired employee shall be on probation for a period of sixty (60) working days from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement. The termination of probationary employees is not subject to the grievance procedure unless discrimination is alleged, in which case it shall be incumbent on the Union to substantiate its claim of discrimination. The length of the probationary period may only be extended by mutual agreement of the parties. When requesting extensions, the employer shall advise the Union of the reasons for the request and the duration of the proposed extension.

After completion of the probationary period, seniority shall be effective from the original date of employment.

### **13.04 Loss of Seniority**

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

An employee's seniority shall be lost and not regained only in the event:

- a) the employee is discharged for just cause and is not reinstated.
- b) the employee resigns in writing and does not withdraw within two (2) working days.
- c) the employee is absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) the employee fails to return to work within five (5) calendar days following receipt of recall from layoff unless as a result of sickness, accident or other just cause, in which case a medical note or other proof may be requested by the Employer. Notice of recall may be affected by use of any type of delivery, by telephone or by personal notification. It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number.

An employee recalled for casual work or employment of less than thirteen (13) weeks when employed elsewhere shall not lose recall rights for refusal to return to work, however an employee refusing recall for a period of thirteen (13) weeks or more as a result of being employed elsewhere shall be deemed to have surrendered all seniority and shall be placed on the bottom of the seniority list should the employee return to work at some point in the future. An employee refusing recall of thirteen weeks or more twice in a twenty-four-month period as a result of being employed elsewhere shall be terminated from employment and removed from the seniority list.

- e) the employee is laid off for a period longer than thirty-six (36) months.
- d) the employee retires.

### **13.05 Transfers Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit, the employee shall retain seniority and accrue seniority while filling the non-bargaining position. Temporary transfers outside the bargaining unit shall not exceed twelve (12) months. However, an employee transferred or promoted permanently to a position outside the bargaining unit shall lose all bargaining unit seniority upon successful completion of six (6) months in the non-bargaining unit position. Should the employee who was permanently transferred or promoted outside the bargaining unit fail to successfully complete the trial period in the non-- bargaining position because of inability, lack of aptitude, or any reason other than misconduct, the employee shall be permitted to return to the bargaining unit in the position occupied prior to being promoted or transferred. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the former position(s).

### **13.06 Bumping Rights**

- a) An employee, other than a temporary employee, who is laid off, bumped, or who is not recalled when a recall occurs, may exercise seniority rights by bumping a junior employee on a preferred shift provided the employee is sufficiently qualified to perform the work of the employee being displaced.
- b) Notwithstanding the foregoing a temporary employee shall only be permitted to bump another junior temporary employee on a preferred shift provided the employee is sufficiently qualified to perform the work of the employee being displaced.

## **Article 14 – Promotions and Staff Changes**

### **14.01 Job Posting**

The Employer shall determine the number and type of jobs necessary for its requirements, and when a vacancy exists. 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 notice of the position in the Employer's offices, locker rooms, shops, and on all bulletin boards for a minimum of one (1) week. This period can be reduced by mutual agreement.

#### **14.02 Information in Posting**

For positions within the bargaining unit such notices shall contain the following information:

1. Title of the Position
2. Qualifications, including required licences
3. Required knowledge and education
4. Required Skills
5. Shift(s)
6. Wage or salary rate or range.

Qualifications, knowledge and skills may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to male and female applicants".

#### **14.03 No Outside Advertising**

No outside advertising for any vacancy inside the bargaining unit shall be placed until the applications for present employees have been fully processed.

It is agreed between the parties that where an employee of the Town applies for a position with the Town in response to an outside advertisement, each employee shall be considered on the same basis as an outside applicant.

#### **14.04 Role of Seniority in Promotions and Transfers**

Both parties recognize:

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

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having sufficient qualifications in accordance with Article 14.02. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

#### **14.05 Trial Period**

The successful applicant will be notified in writing within two (2) weeks following the completion of the consideration of all the applicants. The Employee shall be placed in the position on trial basis, and the Employer shall have an opportunity to assess the employee for a period of twelve (12) weeks.

The length of the trial period may only be extended by mutual agreement of the parties. When requesting extensions, the employer shall advise the Union of the reasons for the request and the duration of the proposed extension.

Conditional upon satisfactory service the Employer shall confirm the employee's appointment after the twelve (12) week probationary period is completed. In the event the applicant appointed to the position proves to be unsatisfactory in the position or wishes to return to the previous position during the trial period, the employee shall be returned to the former position and wage rate without loss of seniority subject to a two (2) week notice to the Employer. Any other employees who were affected by the original staffing action will be returned to their original positions as above. In the event that the employee is judged by the Employer as being unsatisfactory, the employee shall be notified in writing as to the reason(s) why.

#### **14.06 Promotions Requiring Higher Qualifications**

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is in the process of attaining the required qualifications prior to filling a vacancy or can reasonably be expected to complete the required qualifications during the trial period.

Where the position involves the operation of heavy equipment, or other safety sensitive duties the employee must be able to operate the equipment and/or perform duties in a satisfactory and safe manner.

#### **14.07 Notification to Employee and Union**

The Employer agrees to post a notice of all staff changes on its bulletin boards within seven (7) working days. A copy of such notices shall be supplied to the Local Union.

#### **14.08 On the Job Training**

The Employer supports the principle of continuing education and training. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours by arranging to exchange positions during regular working hours or arranging to exchange positions for temporary periods, without affecting the salary or pay of the employees concerned. Such opportunities for training shall be subject to operational requirements and allocated according to the seniority provisions of this agreement.

## **14.09 Training Courses**

The Employer shall bulletin any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

1. Type of course (subject and material to be covered)
2. Time, duration and location of the course
3. Basic Minimum qualifications required for applicants

This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training. The senior qualified applicant(s) shall be selected from within the respective department unless mutually agreed otherwise by the parties that the selection of another applicant would be more beneficial to the interests of the parties and the effective operation of the workplace.

## **14.10 Human Rights Provision**

In accordance with Newfoundland and Labrador Human Rights Act, an employee who has, by virtue of changes in capacity, advancing years, or other protected grounds, become incapable of performing their regular duties shall be accommodated to another position which they are capable of filling. If no such position is vacant, the Employer and the Union will make every effort to arrange for an exchange of positions provided that any employees so involved are capable of efficiency filling the affected positions and for security to be upheld.

## **14.11 Furthering Education**

Employees must do training as requested and paid for by the employer in order to upgrade skills and attain knowledge of operations and services.

# **Article 15 – Layoffs and Recalls**

## **15.01 Role of Seniority**

Both parties recognize that job security should increase in proportion to seniority, therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority and shall have the right to bump laterally and downward provided that those employees being retained can efficiently perform the work required, and possess any licenses required by statute or regulation. Employees who bump into other positions under these conditions shall be paid at the rate prescribed for the position into which they bump.

### **15.02 Recall Procedure**

Employees shall be recalled in the order of their seniority provided that they can efficiently perform the work required.

### **15.03 No New Employee**

No new employees shall be hired until those laid off and qualified as above have been given an opportunity of recall.

### **15.04 Advance Notice of Layoff**

Unless legislation is more favourable to the employee(s) the Employer shall notify employee(s) who are to be laid off in accordance with the following provisions.

- a) For permanent and seasonal employees, the period of notice shall be:
  - i) Where the employee has less than fifteen (15) years employment - twenty (20) calendar days
  - ii) Where the employee has more than fifteen (15) years employment - thirty-five (35) calendar days

Employees who do not receive the number of days-notice as provided above shall be paid for those days of notice for which work was not made available.

### **15.05 Grievances on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

## **Article 16 – Hours of Work**

### **16.01 Regular Daily Hours – Holyrood Municipal Council**

- a) Public Works  
For all positions unless otherwise specified, the regular workday shall not commence before 7:30 a.m. nor finish later than 4:00 p.m. No eight (8) hour shift shall be spread over a period longer than 8.5 hours with .5 hour off for lunch.

All positions unless otherwise specified. Except hereinafter provided, the regular hours of work shall be:

- 7:30 a.m. to 12:00 noon
- 12:30 p.m. to 4:00 p.m.

Winter shifts will be at the discretion of the Employer.

b) Town Hall

For all positions unless otherwise specified, the regular workday shall not commence before 8:00 a.m. nor finish later than 4:00 p.m. No seven (7) hour shift shall be spread over a period longer than eight (8) hours with one (1) hour off for lunch.

All classifications:  
8:00 a.m. to 4:00 p.m.

**16.02 Regular or Average Weekly Hours**

The regular weekly hours shall be as follow:

Public Works Staff

Monday through Friday                      40 hours/week

Office Staff

Monday through Friday                      35 hours/week

**16.03 Working Schedule**

- a) 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, after agreement with the Union, set forth the working schedule of each department, hereinafter referred to as the "Work Schedule" where different from this agreement.

- b) Part-time employees shall not be scheduled by the Employer for less than three (3) hours work in any regular shift.

**16.04 Paid Rest Period**

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second halves of a shift, provided the shift is of no less than six (6) hours duration. Such rest periods shall be taken at the work site. Where a shift is less than six (6) hours in duration the employee shall be entitled to one fifteen (15) minute rest period.

### **16.05 Reporting Pay Guarantee**

An employee reporting for work on a regular shift shall be paid their regular rate of pay for the entire period for which the employee was scheduled to work, with a minimum of three (3) hours pay.

### **16.06 Paid Clean-Up or Clothes Changing Time**

Employees shall be allowed five (5) minutes wash-up time before lunch period and before quitting time.

## **Article 17 – Overtime**

### **17.01 Overtime Defined**

- a) All time worked before or after the regular workday and the regular work week, or on a holiday, or before or after the scheduled shift of an employee assigned to shift work, shall be considered overtime.
- b) A part-time employee who is recalled for work during normal working hours as listed in 16.01 on a day for which the employee is not regularly scheduled, except Saturday and Sunday, shall be paid at straight time.

### **17.02 Compensation for Work Before and After Daily Scheduled Hours**

Overtime work before and after the regular daily hours shall be paid for at the rate of time and one-half for the first hour (4) hours and double time after four hours in any one day or shift.

### **17.03 Compensation for Work on First Day of Rest**

Work performed on an employee's first day of rest shall be paid for at the rate of time and one-half.

### **17.04 Compensation for Work on Second Day of Rest**

Work performed on an employee's second day of rest shall be paid for at the rate of time and one-half.

### **17.05 Compensation for Work on Paid Holidays**

An employee who is required to work on a statutory holiday shall, in addition to their regular pay for that holiday, be paid at the rate of one and one-half (1.5) times their regular rate for all hours worked on that day or they may elect to receive, in addition to their regular pay for that day, another day off in lieu, with

pay. Scheduling of the day off in lieu shall be by mutual agreement between the employee and the employer. The employee is to inform the employer of the decision to take time in lieu prior to the commencement of the day's work on the day of the paid holiday, or at the latest, prior to the normal completion of payroll for the pay period in question.

#### **17.06 No Layoff to Compensate for Overtime**

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

#### **17.07 Calculating of Overtime Rates**

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

#### **17.08 Sharing of Overtime**

- a) Opportunities for overtime and call-back time shall be divided equitably among employees who are willing and qualified to perform the available work within their respective classifications and departments.
- b) The Employer shall maintain a running record of all overtime hours worked, overtime refusals, periods of unavailability, etc.
- c) A posting of all overtime worked by employees, of a specific department, will be provided if requested by any employee.
- d) When overtime is a continuation of a PW employee's workday the MEO/PW and PW are not to be offered overtime with Public Works when assigned to MEO duties until all eligible PW employees have given the opportunity to work the overtime. Should the overtime be initiated following the workday MEO/PW and PW are eligible to be called in rotation with PW employees.

#### **17.09 Overtime Assignment**

Overtime shall be considered to be voluntary, however, should there not be sufficient employees obtained in that manner, the Employer shall have the right to assign overtime in reverse order of seniority.

### **17.10 Overtime During Layoffs**

No employee shall work more than five (5) hours of overtime in any day while there are employees on layoff and with seniority who are capable and available to do the work. Whether or not an employee on layoff is available to do the work will be determined in the following manner: the Employer shall telephone the laid off employees in order of seniority. If an employee does not answer the telephone call or upon answering indicates unavailability to work, the employer will continue on to the laid off employee, if any, with the next seniority and the same conditions will apply. When an attempt has been made to contact each laid off employee capable of carrying out the duties in question, without reaching an employee available to do the work, the Employer may require the employee already working overtime to continue working beyond the five (5) hour overtime limit set out herein.

Notwithstanding the foregoing, for snow clearing operations only, an employee who is on call in accordance with Article 23.06 may be called in to work more than once in a 24-hour period and may work the five (5) hour maximum each time.

### **17.11 Call Back Guarantee**

An employee who is called back to work outside the regular hours, and whose work on that call-back is not contiguous to the regularly assigned shift, shall be paid for a minimum of four (4) hours at overtime rates. Employees scheduled for call backs for Water Testing shall be paid a minimum of two (2) hours at overtime rates.

### **17.12 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to by the employee and the Employer. The parties agree that employees shall have a banking entitlement of up to seven (7) days. Any unused lieu time must be paid out. The employee will notify the employer of their intent prior to the end of each pay period. The employee is to inform the employer of the decision to take time in lieu prior to the commencement of the day's work on the day of the paid overtime shift, or at the latest, prior to the normal completion of payroll for the pay period in question.

### **17.13 Meal Allowance**

Except where overtime is scheduled the Employer shall provide a meal allowance of twenty-one dollars and fifty cents (\$21.50) to any employee working in excess of four (4) hours of overtime in any event, and in excess of two (2)

hours of overtime immediately following the end of the employees' regular shift. When a meal is provided by the Town, meal allowance shall not be charged by the employee. However, the employee has the right to choose whether to be paid a meal allowance or be provided with a meal by the employer.

#### **17.14 Compensation for Work Performed on a Holiday Falling on Scheduled Days Off**

When a holiday falls on an employee's scheduled day of rest, and the employee is required to work on that holiday, in addition to this regular pay for the holiday, the employee be paid at the rate of one and one-half (1.5) times the regular rate for all hours worked on that day and shall receive another day off at a mutually agreed time to compensate for the lost day of rest.

#### **17.15 Pyramiding**

There shall in no event be any pyramiding of wages or other benefits under this collective agreement.

#### **17.16 Overtime Payment Distribution**

In instances where an Employee has worked over (10) hours of overtime in a pay cycle, the Employer may request a delayed payment distribution. Payment arrangements for such overtime shall be determined by mutual agreement between the Employee and the Employer.

## **Article 18 – Shift Work**

### **18.01 Shift Work**

- a) **Shift Premium**  
Subject to Article 16 and in recognition of the undesirable features of shift work, a shift premium of one dollar and fifty cents (\$1.50) per hour shall apply, subject to the provisions of this article, to all hours of shift work performed by employees filling full-time, permanent positions where such shifts are required.
- b) Under no circumstances will shift premium apply to overtime hours.

## **Article 19 – Holidays**

### **19.01 Paid Holidays**

The Employer recognizes the following as (paid) statutory holidays:

New Year's Day	Civic Holiday (1 <sup>st</sup> Monday of August)
St. Patrick's Day	Labour Day
Good Friday	National Day of Truth and Reconciliation
Victoria Day	Thanksgiving Day
June Holiday	Remembrance Day
Canada Day	Christmas Day
Orangeman's Day	Boxing Day

### **19.02 Compensation for Holidays Falling on Saturday**

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

### **19.03 Compensation for Holidays Falling on Sunday**

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

## **Article 20 – Vacations**

### **20.01 Length of Vacations**

- a) An employee shall receive an annual vacation with pay in accordance with their years of service as follows:

One to four years	15 working days per calendar year
Five to fourteen years	20 working days per calendar year
Fifteen years and up	25 working days per calendar year

Where an employee is entitled to receive vacation pay in lieu of paid vacation the amount of vacation pay shall be based on the employee's year of service as follows:

One to Four Years	6%
Five to Fourteen Years	8%

Fifteen Years and up      10%

- b) In the case of employees with more than nine (9) years' service, Management reserves the right to schedule the last five (5) days to be taken in other than peak vacation period from June 1st to September 30th.

A further exception is made with respect to temporary employees who shall have the option, upon first recall in any calendar year, to choose accrual of vacation pay or payment at each pay period.

- c) Temporary employees who are called in to cover for employees who are on leave shall receive vacation pay at each pay period but shall not be granted vacation with pay unless they have had twelve (12) months unbroken service and employees exercise the option for paid vacation in lieu of receiving vacation pay.
- d) Snow clearing crews may take a maximum of three (3) days' vacation during snow clearing season, subject to operational requirements of the Employer, and availability of replacement employees where such employees may be required. Such vacation shall only be taken with prior notification and approval of the Director of Infrastructure and Public Works or in their absence, the CAO.

#### **20.02 Compensation for Holidays Falling Within Vacation Schedule**

If a statutory holiday falls within an employee's vacation period, they shall be allowed an additional day with pay at a time to be determined at the time vacation schedules are posted.

#### **20.03 Vacation Pay on Termination**

Should an employee's employment be terminated for any reason prior to the employee having exhausted vacation leave earned to that time, the employee shall be paid at the time of such termination for any unused leave credited leave remaining as per provincial regulations.

#### **20.04 Vacation Pay on Retirement**

An employee on retirement, as defined in a mutually agreed pension plan or the Canada Pension Plan, whichever is lesser, shall be entitled to the same vacation or vacation pay which the employee would have earned if employment had continued to the end of the calendar year.

## **20.05 Vacation Schedule**

Subject to 20:01 (a) it is the right of the Employer to determine how many employees may be absent on vacation leave at any time. In view of this, requests for annual leave shall be recorded on forms provided for that purpose not later than April 30<sup>th</sup> of each year, and the Employer shall post the vacation schedule not later than May 30<sup>th</sup>. These schedules shall not be changed except by mutual consent, except for unforeseen circumstances, in which case the employee shall be paid at the rate of double time for all hours worked and reimbursed one (1) day vacation time for each day of vacation that the employee has been called back. Vacations shall commence immediately following an employee's regularly scheduled days off unless otherwise agreed to by mutual consent.

Notwithstanding the above, employees may submit vacation requests at any time of the year, and subject to operational requirements, the vacation request will be approved at the discretion of the employer. The employer requests that for leave requests of five (5) or more days in duration, employees submit requests for vacation a minimum of two (2) weeks in advance. The employer will continue to provide flexibility for short notice requests of less than five (5) days in duration.

## **20.06 Unbroken Vacation Period**

Subject to 20.01, an employee shall receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer.

## **20.07 Vacation Call Back**

No employee shall be required to return to work during their scheduled vacation period.

## **20.08 Notice of Leave**

Subject to Clause 20.05, except in an emergency or by mutual agreement, five (5) working days' notice shall be given to the Employer prior to annual leave being taken.

## **20.09 Carry Forward of Vacation**

An employee may carry forward a maximum accumulation of ten (10) days annual leave from one (1) year into the following year subject to such time being scheduled and taken outside peak vacation period. In cases where an employee is prevented from taking vacation as a result of illness or injury, that is substantiated by a medical certificate, the employee may carry all unused annual leave forward to a subsequent year for future use. Where operational

requirements make the carryover of such leave impractical for the Town, the employee shall be paid for the remaining annual leave which is in excess of the ten (10) day carryover.

## **Article 21 – Sick Leave Provisions**

### **21.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, quarantined or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workplace, Health, Safety and Compensation Act.

### **21.02 Annual Paid Sick Leave**

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

### **21.03 Accumulation of Sick Leave**

- a) The unused portion of an employee's sick leave shall accrue for future benefits up to a maximum of one hundred and fifty (150) days.
- b) An employee who has reduced accumulated sick leave credits from the maximum by virtue of sick leave use, may re-accumulate sick leave, through service, to the maximum
- c) Employees receiving LTD or Workers Compensation may accumulate sick leave to a maximum of one (1) year.

### **21.04 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Deduction shall be made for actual time lost due to illness.

Absences on account of illness for less than half a day may, at the Employer's sole discretion, be permitted without deduction from sick leave.

### **21.05 Proof of Illness**

- a) 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 the employee was unable to carry out their duties due to illness.

- b) Proof of Illness for Injury or Protracted Illness  
Following an injury or illness in excess of seven (7) working days, an employee may be required to produce a certificate from a medical practitioner certifying that the employee is now able to carry out normal duties, or the certificate shall state whether the employee has any functional limitations so the employer may determine whether or not the employer can fulfil its duty to accommodate the employee in the workplace. Any cost associated with having the form completed shall be borne by the employer.

#### **21.06 Sick Leave During Leave of Absence**

When an employee is given leave of absence with pay, paid for in whole or in part from the Employer's own resources, the employee shall receive sick leave credit for the period of such leave upon the employee's return to work. If an employee is laid off for lack of work, the employee shall retain but not accrue, sick leave credits, provided the employee is not laid off for a period in excess of that provided for in 13.04(e).

#### **21.07 Sick Leave Records**

An employee may request once in each year to be notified of the amount of sick leave accrued to the credit of the employee.

#### **21.08 Approved Leave During Vacation**

- a) An employee who becomes ill during an approved period of vacation may, upon application, and upon presentation of a completed medical certificate acceptable to and supplied by the Employer, have vacation leave, for the period of illness which fell during the employee's vacation, changed to sick leave.
- b) An employee who, during an approved period of vacation, suffers a bereavement within the immediate family and who must deal with such bereavement during the vacation, may substitute bereavement leave in the amount allocated in Clause 22.03, for that period of the vacation. For the purpose of this sub-clause, immediate family shall include only parent, spouse, child, brother or sister.

### **21.09 Payment of Sick Leave**

Provisions of sick leave benefits are provided for in this agreement, and employees shall not be paid for sick leave or sick leave accrued except as specifically outlined in this agreement.

## **Article 22 – Leave of Absence**

### **22.01 Negotiation Committee Pay**

Employee representatives who are appointed or elected to the negotiating team for negotiations on the renewal of this agreement shall be granted a maximum of six (6) employee days of paid leave to cover time spent in meetings in direct negotiations with the Employer.

Employee representatives who are on lay-off at the time negotiation meetings occur shall be provided with an honorarium of one hundred dollars (\$100.00) per day by the Town as compensation for the inconvenience and expense involved.

### **22.02 Arbitration Pay Provision**

Stewards, grievors and grievance committee members shall be granted leave with pay to attend arbitration hearings arising from the administration of this agreement or meetings with the Employer relating thereto.

### **22.03 Paid Bereavement Leave**

An employee shall be granted a maximum of three (3) regularly scheduled consecutive workdays of leave without loss of pay and benefits in the case of the death of a parent, partner, child, grandchild, grandparent, brother, sister and fiancé(e). Two days with pay shall be granted in the case of the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, former guardian, and any other relative who has been residing in the same household or for whom the employee is required to administer bereavement responsibilities. Where the burial occurs outside the province, reasonable travel time, without pay, shall also be provided.

### **22.04 Pall-Bearer's Leave**

One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

## 22.05 Maternity/Adoption/Parental Leave

- a) Maternity, Parental, and Adoption Leave as a Right  
Maternity, Parental and Adoption Leave shall be granted as a right and shall be granted in accordance with prevailing legislation. The Employer shall not deny the parent employee the right to continue employment during the period of the leave.
  
- b) Length of Maternity Leave  
Upon written request, leave of absence without pay and without loss of seniority shall be granted by the Employer for pregnancy provided that such leave of absence shall not exceed the period of paid parental leave provided for in current EI legislation. Such notice may be given at the commencement of maternity leave. The employee shall continue to accrue service and seniority. Leave of absence as provided herein shall apply on the event of the necessity of clinical abortion.
  
- c) Parental Leave  
Birth fathers and mothers shall be granted Parental Leave upon written request to the Employer accompanied by written confirmation of birth of the child. Parental Leave shall be granted to whichever parent applies for paid leave under EI provisions and for as long as the paid leave is provided for under EI legislation. The employee shall continue to accrue service and seniority.
  
- d) Adoption Leave  
When an employee seeks leave due to legal adoption, the foregoing provisions shall apply. The restriction with respect to completing the leave before the child's first birthday shall not apply. The employee shall continue to accrue service and seniority.
  
- (e) Return to Work  
On return from any maternity, parental or adoption leave an employee will be classed in their former position or in a position consistent with the seniority provisions of this Agreement if the employee's former position no longer exists.
  
- f) Payment of Employee Benefits During Maternity, Parental and Adoption Leave  
During the period of maternity, parental and/or adoption leave, the Employer shall continue to pay benefits for as long as the paid parental leave continues. In order to retain coverage, the employee must continue

to pay the employee's share of these benefits for the duration of the period of leave.

#### **22.06 Sick Leave Related Pregnancy**

Where complications of pregnancy result in loss of time from work prior to the normally scheduled time for the commencement of maternity leave or cause the employee to be unavailable after the scheduled cessation of maternity leave, sick leave benefits shall be available, if required, up to the extent that they have been earned. A medical certificate acceptable to and supplied by the Employer may be required to support the claim for sick leave. If no sick leave has been accrued, leave may be granted for as long as the employee takes paid leave under current EI provisions.

#### **22.07 Payment of Employee Benefits During Maternity Leave**

While on maternity leave employees shall continue to accumulate service for annual leave and sick leave purposes but shall not accrue Statutory Holidays occurring during their absence.

#### **22.08 Family Leave**

- a) Subject to clause 22:10 (b), (c), and (d), an employee who is required to:
- i) attend to the temporary care of a sick family member living in the same household or the employee's child or parent whether living in the same household or not.
  - ii) attend to the needs related to the birth of the employee's child.
  - iii) accompany a dependent family member living in the same household on a dental or medical appointment or the employee's child or parent whether living in the same household or not.
  - iv) attend meetings with school authorities.
  - v) attend to needs related to the adoption of a child; or
  - vi) attend to needs related to home or family emergencies.
- shall be awarded up to nine (9) days in over the life of the collective agreement (2023-2025)
- b) In order to qualify for family leave, the employee shall:
- i) provide as much notice to the Employer as is reasonably possible.
  - ii) provide to the Employer valid reasons why such leave is required; and
  - iii) where appropriate, and in particular with respect to (iii), (iv) and (v) of 22.10(a), have endeavoured to a reasonable extent to schedule such events during off duty hours.

- c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave.
- d) A seasonal employee shall only be granted family leave if they report to work following a recall and subsequently qualifies for family leave during that period for which they are recalled.
- e) Family leave shall not accumulate nor be transferable to other leave accumulations.
- f) In circumstances whereby an employee has exhausted Family Leave and an immediate family member has a serious illness the employee may request to use unused Sick Leave to attend to the needs of the family member. Such requests shall be submitted to the CAO for consideration.

### **22.09 Paid Jury**

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any criminal or quasi-criminal case. The Employer shall pay the difference between the employee's normal earnings and the payment received for jury duty or witness fees. The employee will present proof of service and amount of payment received. Time spent by an employee required to serve as a court witness in any matter arising out of an employee's employment shall be considered as time worked and shall be paid for up to a maximum of eight (8) hours per day at the regular rate of pay. No payment will be made in any case where the employee is appearing in the employee's own defence.

### **22.10 Education Leave**

An employee shall be entitled to leave of absence with pay, up to a maximum of four (4) days per year (non-accumulative) and without loss of seniority and benefits to write examinations to upgrade their employment qualifications, in an employer pre-approved program.

### **22.11 General Leave**

An employee may be granted leave of absence for up to a maximum of twelve (12) months without pay and without loss of seniority when such leave is requested for good and sufficient cause. Such request shall be in writing and approved by the Employer.

Such leave is at the discretion of the employer and must be for the full period of time requested. An earlier return to work other than approved can only be accommodated with the approval of both parties - the employee on leave and the

employer. Any payments for continuation of benefits or pension while on leave are borne solely by the employee.

An employee wishing to return prior to initial end-date of leave must provide a minimum of sixty (60) calendar days' notice to the Town.

## **22.12 Earned Vacation on Death**

An employee who dies with vacation leave accumulated shall have such credit paid to the employee's estate or surviving spouse as the case may be.

## **22.13 Domestic/Family Violence Leave**

Domestic violence is a problem that can affect the health and well-being 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) The Employer agrees to provide the following leave(s) for victims of domestic violence:
  - i) Up to three (3) days leave with pay.
  - ii) Seven (7) days of unpaid leave in one consecutive period.
  
- b) Domestic violence leave may be taken for the following purposes:
  - i) To seek medical attention for the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence.
  - ii) To obtain services from a victim services organization.
  - iii) To obtain psychological or other professional counselling.
  - iv) To relocate temporarily or permanently.
  - v) To seek legal advice or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.

### Access and Approval

The foregoing leaves are accessed by request to, and approval of, the Chief Administrative Officer (or designate).

### Confidentiality

The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or as required by law, or with the consent of the employee.

## **22.14 Leave of Absence for Full-Time Union or Public Functions**

- a) The Employer recognizes the right of an employee to participate in public affairs.
- b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority accrued to the date of commencement of such leave provided such public office requires full time involvement or attendance. Such leave will be limited to one term or a maximum of four (4) years (whichever is lesser).
- c) An employee who is elected to a full-time office within the Union or anybody with which the Union is affiliated shall be granted leave of absence without loss of seniority accrued to the date of commencement of such leave for a period of one (1) term or a maximum of four (4) years (whichever is lesser). Such leave will not be available for an employment position with the Union.

## **22.15 Union Leave**

Employees shall be provided with up to a total of four (4) person days leave with pay and without loss of benefits to attend Union functions, and up to a maximum of six (6) additional days without pay but without loss of benefits to attend such functions. In situations where days without pay are used, the Union will reimburse the Employer for the employee's normal earnings. The Union agrees to provide two weeks' notice except where such notice is not reasonably possible in requesting such leave. The employer shall not be required to grant leave to more than one employee from a department at a time under this clause.

## **22.16 Compassionate Care Benefits Leave (EI Program)**

The Employer will provide employees with leave to a maximum of eight (8) weeks without pay where the employee qualifies for Compassionate Care Leave in accordance with the EI regulations. Group Insurance and Pensionable service may be maintained while on such leave under the employee's current cost sharing arrangement. Employees will accrue seniority while on this leave. Service will accrue for the purposes of annual leave categorization and severance pay.

Employees will accrue sick leave and annual leave based on a maximum of eight weeks compassionate care leave. On return from Compassionate Care Leave an employee will be returned to their former position or, if their position no longer exists, to a position for which they are qualified consistent with the seniority provisions of this agreement.

## **22.17 Leave Request Form**

All leave requests by employees must be requested by completing the Leave Request Form as part of the Town of Holyrood's Leave-Appointment Policy. The specifics of the leave request will be provided on the Leave Request Form and a letter providing additional information may be provided for special leaves (as appropriate) where additional information may be required.

## **Article 23 – Payment of Wages**

### **23.01 Pay Days**

The Employer shall pay salaries and wages bi-weekly on Thursday in accordance with Schedule "A" attached hereto and forming part of this agreement.

### **23.02 Equal Pay for Equal Work**

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

### **23.03 Pay of Temporary Transfers, Higher Rated job**

Subject to Article 13.05, when an employee is temporarily assigned to a higher paying position, the employee shall receive the rate for the higher paying job if this is a position within the bargaining unit and shall be paid the rate approved for temporary positions if this is a non-bargaining unit position, providing the approved rate is higher than what the employee normally would be making.

No employee shall be assigned to a position outside the bargaining unit against the employee's will.

### **23.04 Pay on Temporary Transfer, Lower Rated Job**

Subject to Article 13.05, when an employee is temporarily assigned to a position paying a lower rate, the employee's rate of pay shall not be reduced during the period of temporary assignment.

### **23.05 Mileage Allowance**

Members of the bargaining unit shall not be required to use their private vehicles on Employer business. Employees who are requested to use their private vehicles on Employer business, and agree, shall be compensated at the current provincial government rate and the Employer shall reimburse the employee for the difference of premiums for private and commercial insurance.

### **23.06 On Call Provision**

- a) That the person doing the water checks on the weekend be “on call” for management. An employee may leave the workplace and return home when work has been completed for which the employee was called. The Employee on call shall have one (1) hour to respond to the scene of the call.
- b) They would be assigned a vehicle for the weekend.
- c) They would be assigned an “on call” cell phone for the weekend to be used by management to contact them in case of emergency.
- d) Calls would be limited to emergencies only – eq. water breaks/road work (emergency repairs)/
- e) The “on-call” person would investigate and talk to the Director, about any action required or “call back” of other workers.
- f) Renumeration would be \$460 whether there are calls or not (including water checks – instead of what amounts to \$90/day). It does NOT include “call back” pay for other employees – just the person “on call” for that weekend. The Public Works staff member on call for emergency responses will receive overtime pay at the appropriate rates if and only when corrective actions are required. Overtime rates shall be applied in accordance with Article 17.

### **23.07 Rates for Lead hand and Charge Heads**

A lead hand is one who, over and above their regular work, supervises two (2) or more employees but remains under the supervision of a foreman. A lead hand shall receive not less than fifty cents (\$0.50) per hour above the highest rate supervised or above the regular rate, whichever is greater. A lead hand or charge hand must be appointed and approved by the Director of Infrastructure and Public Works or the CAO in advance of assuming responsibilities.

### **23.08 Working with Live Sewer**

It is recognized and understood that municipal employees will, from time to time, be required to work under conditions where they will have to stand in and possibly handle sewage, albeit only with the provision of protective clothing and equipment as defined and required by the Occupational Health and Safety Act and Regulations. The Employer undertakes to ensure that such protective clothing and equipment is provided as required. Employees required to work with live sewer shall be paid a premium of eight dollars and twenty-five cents (\$8.25) per hour when performing such work.

Working with live sewer is defined as follows: working inside lift station chambers, pulling sewer pumps, excavation for sewer break, working on pumps in the lagoon, working on the clarifier, collecting sewer samples, digging septic fields, and removing and replacing caps on outfalls.

### **23.09 Legal Fees**

The Employer shall pay all legal costs in the defence of any action initiated against an employee by virtue of the performance of legitimate employment duties, however, should the legal action determine that the incident occurred as a result of the employee's negligence or intentional, unlawful action, the total cost of the defence shall be borne by the employee.

## **Article 24 – Job Classification**

### **24.01 Job Descriptions**

It is the responsibility of the Employer to draw up position descriptions for all positions within the bargaining unit. These position descriptions shall be presented to the Union and the parties shall have the advantage of a period of two (2) weeks in which the parties may have the benefit of consultation. Following that period, the position description shall be considered to be official.

Where the addition of duties creates a requirement for additional training or skills for existing employees the affected employees shall be provided with the necessary training by the Employer.

Further, non-bargaining unit work shall not be added to bargaining unit positions to the extent that it would result in the position being excluded.

### **24.02 No Elimination of Present Classification**

Classifications shall not be eliminated or changed without prior agreement with the Union.

### **24.03 Changes in Classification**

- a) The Employer shall prepare a new position description whenever a new position is created or whenever the duties of a position have significantly changed. When the duties of any position have significantly changed, or increased, or when the number of duties are increased or decreased or when a new position within the bargaining unit is established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the position in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the effective date of the change in position duties, as the case may be.

- b) In the event that a position is reclassified downward the rate of the incumbent shall be red-circled.
- c) In the event that a number of incremental changes result in a significant change to a position the employee shall have the same recourse to review as if the change had resulted from a single significant change.

## **Article 25 – Employee Benefits**

### **25.01 Pension Plan**

The parties agree that a pension plan consisting primarily of a 50% employer and 50% employee contribution will be implemented.

Employee participation in the town's pension plan is mandatory. There is no option to "opt out" for employees. This is as a provision of the plan provider.

### **25.02 Workers' Compensation Pay Protection**

- a) The Parties agree that they are bound by the provisions of the Workplace, Health, Safety and Compensation Act of the Province. The parties shall also fulfil their obligations under the Early and Safe Return to Work provisions of the Act and Regulations and Employees shall provide the necessary medical information in compliance with the Act.
- b) When an employee is receiving Workers Compensation the employee may accumulate Vacation and Sick Leave to a maximum of one (1) year.

### **25.03 Group Benefits**

- a) The Employer agrees to maintain the current level of benefits offered under the group benefit plan with funding on a 50/50 basis. The Employer is free, however, to seek more economical approaches to administration.

In the event the drug card is eliminated, the Employer shall reimburse the employee immediately for any costs which are currently covered under the card and the Employer will submit the receipts for reimbursement.

- b) Group Benefits  
An employee with more than twelve (12) months consecutive service shall be considered permanent for the purposes of LTD.

#### **25.04 Continuation of Benefits During Work Stoppages**

In the event of a legal work stoppage as part of the process of collective bargaining, it is agreed that group benefits shall be maintained. In order to facilitate this process, the Employer agrees to forward to the insurer the total premiums for such coverage for members of the bargaining unit upon receipt from the Union, in advance, of an amount equal to the total of the premiums for such benefits for the members of the bargaining unit.

It is further agreed that the Employer will, upon request, advise the Union of the amount of the premiums to be paid in such an instance. The Employer accepts no responsibility for payment of any portion of this premium.

#### **25.05 LTD Claims**

- a) Pending approval of an employee's claim for long-term disability, the employee shall continue to receive the regular salary from the Employer and the Employer shall recover all such monies once the claim has been approved, as long as there is sick leave and/or vacation leave to cover such interim coverage. In the event the claim is not approved, the Employer shall deduct from the employee's sick leave an amount sufficient to recover all such monies paid. In the event that the employee's sick leave bank is not sufficient to cover such monies paid, the employee may make use of accrued annual leave to satisfy the monies owing. In circumstances where an employee has exhausted all sick leave and annual leave, an employee is entitled to borrow up to one full year's annual leave to cover such situations.
- b) Any supplementary payments made under 25.05 (a) shall be deducted from the employees' sick leave bank or annual leave as provided for in 25:05 (a) above.
- c) Employees receiving LTD may accumulate sick leave or vacation to a maximum of one (1) year.

#### **25.06 Carrier/Provider Decisions**

The inclusion of any reference in this agreement to the provision of a pension or group insurance plan shall not be taken as any acceptance by the Employer of any responsibility for any decisions made by the carriers of any such plan with regard to any provision of benefit or the calculation of any premium to be paid. It is specifically agreed that there shall be no grievance or arbitration action taken against the Employer in relation to any decisions of the carrier in relation to the above or any other matters affecting the administration of the pension and/or group insurance programs.

## **Article 26 – Job Security**

### **26.01 Job Security**

In order to provide for job security for members of the bargaining unit while also allowing for maximum efficiency of the Town's operations, the parties agree that there will be no contracting out of the work of the bargaining unit to such an extent as to jeopardize the employment of employees who are permanent as of January 1, 1996. The Employer reserves the right to contract out:

- a) work which its current workforce is not available to do or capable of doing;
- b) any work dealing with capital projects or recreational facilities if it can be done more efficiently and effectively by external forces.

Notwithstanding the foregoing, the Employer agrees that prior to contracting out, the matter of efficiency shall be the subject of consultation and discussion by the Labour Management Committee. If it is the consensus of the committee that the work can be done as efficiently and effectively by the Town's forces, the work shall not be contracted out.

The Labour Management Committee shall exercise due diligence in assessing the practicality of having the work done by the Town's employees.

## **Article 27 – Union Label**

### **27.01 CUPE Union Label**

In order that the general public shall be aware of a unionized public service, the CUPE Union Label may be displayed as prominently as possible throughout the service, as agreed by the Chief Administrative Officer and the Union.

## **Article 28 – General Conditions**

### **28.01 Proper Accommodation**

The Employer shall continue to provide for proper accommodations for employees to have their meals and to store and/or change their clothes as required by the Occupational Health and Safety Act.

### **28.02 Bulletin Board**

Bulletin Boards will be provided for the appropriate use of the parties in places accessible to all employees.

### 28.03 Allowance for Tools

The Employer shall provide hand tools. Power tools and mechanics tools (ratchet & socket sets) exceeding the capabilities of a ¾" drive will be supplied by the Employer. An employee who wears out or breaks a tool in the service of the Employer shall have such tools replaced with tools of comparable quality.

### 28.04 Protective Clothing

The employer agrees to provide employees of the town with the necessary protective clothing to do their jobs as required by appropriate legislation.

Employees who are exposed to the hazards of drowning will be provided with suitable CSA approved flotation devices.

a) All Employees

All outside employees who work in public works who are exposed to outside weather will be supplied with the following protective clothing:

Work Gloves  
Safety Goggles  
Hard Hat (with liner) Ear Plugs  
Raingear (unlined)  
Rain Boots  
Safety Vest - 1 Pair of Fire-resistant Coveralls (2 pairs for Mechanics)  
1 Pair of Summer Coveralls  
1 Pair of Lined Coveralls

NOTE: The above articles will be provided by the Employer and replaced on an as needed basis.

b) Permanent Employees and Seasonal Employees with more than six (6) months service per year

In addition to the clothing listed in (a) above, permanent employees will be provided with the following protective clothing:

- 2 pairs of lined coveralls for winter (or 2 shirts and 2 pants)
- 2 pairs of summer coveralls (i.e. unlined)
- \$400 towards the purchase of safety boots every year upon submission of a receipt
- \$400 towards the purchase of winter safety boots every two (2) years upon submission of a receipt

- \$700 towards the purchase of 2-piece winter work suits every two (2) years upon submission of a receipt

c) Seasonal Employees (less than six months of service per year)

In addition to the protective clothing provided in a) above, employees who are required to work past November 30 will also be provided with:

- (1) pair of lined coveralls for winter (or 1 shirt and 1 pants)
- \$400 towards the purchase of safety boots every year upon submission of a receipt (provided on a pro rata basis to all seasonal employees with a minimum amount of \$200)
- \$400 towards the purchase of winter safety boots every two (2) years upon submission of a receipt (provided on a pro rata basis to employees who work past November 30 with a minimum amount of \$200)
- Seasonal employees who work in the winter months (December 21 - March 20), will be provided with \$700 towards the purchase of 2-piece winter work suits every two (2) years upon submission of a receipt (provided on a pro rata basis)

d) New Employees

Will be provided with \$200 towards the purchase of new safety boots once they have completed their probationary period.

e) Replacement of Protective Clothing

Any items that are damaged in the course of employees performing their duties will be replaced at no cost to the employee.

f) Payment for Clothing

Payment for all clothing outlined in this agreement and purchased by employees (for which a receipt has been provided) will be paid within seven (7) days of submitting the receipt.

g) Employer Purchase

If employees would prefer to have the employer purchase clothing within the limits provided for in this agreement, a purchase order may be issued, or clothing may be purchased by the employer upon a written request by the employee (and employees will have the difference to their clothing allocation deducted from their next pay period).

h) Identification of Employees

All employees will be provided with monogrammed identification stickers which must be attached to their clothing which identifies them as employees of the Town of Holyrood and must be displayed at all times when employees are working as employees of the town.

i) Live Sewer

Any employees who are in contact with live sewer will be provided with "disposable" coveralls that can cover their normal protective clothing.

Prescription safety glasses every two years (full-time permanent and full-time seasonal employees) - (The employer agrees to provide or reimburse employees for prescription safety glasses up to a maximum of \$200 every two (2) years, or as needed.)

Where applicable, employees that require long rubbers to perform their duties shall be provided with long rubbers.

## **28.05 Cleaning of Equipment**

All Town equipment shall be kept in good repair and be maintained in a reasonably clean condition. A steam jenny shall be provided by the Employer to permit cleaning of equipment for mechanical repairs and preventative maintenance.

It shall be the right of the Employer to determine what equipment and/or machinery it will purchase for its operations.

## **Article 29 – Continuation of Acquired Rights**

### **29.01 Continuation of Acquired Rights**

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

## **Article 30 – Copies of Agreement**

### **30.01 Copies of Agreement**

The Union and Employer desire every employee to be familiar with the provision of this agreement and the rights and obligations under it. The Employer shall print on a 50/50 cost-shared basis adequate copies of the agreement in booklet form within sixty (60) days of signing.

## **Article 31 – General**

### **31.01 Severance Pay**

#### a) Pay Out of Severance

Severance shall be paid out in accordance with articles 31.01(a) and (b). Accumulation shall cease effective December 31, 2025.

## **Article 32 – Term of Agreement**

### **32.01 Duration**

This Agreement shall be binding and remain in full force and effect from date of signing to December 31, 2028, and shall continue from year to year thereafter unless either party gives to the other party notice in writing in the 120-day period prior to the expiry date that it desires its termination or amendment.

### **32.02 Changes in Agreement**

Any changes desired in this Agreement may be made by mutual agreement, in writing, at any time during the life of this Agreement. Any changes so effected shall become subject to the grievance and arbitration procedure and must, in order to be effective and binding bear at least two signatures of both parties.

### **32.03 Agreement to Continue in Force**

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

- a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.

- b) Both parties shall adhere to the terms of this agreement during the collective bargaining. If negotiations extend beyond the termination of the agreement, the provisions of this agreement shall continue to apply until a new agreement has been signed. There shall be no retroactivity unless specifically agreed to by the parties.

#### **32.04 Retroactive Pay for Terminated Employees**

An employee who has severed employment between the termination date of this agreement, and the effective date of the new agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites for the period of time worked or time on approved leave with pay.

An employee whose employment is severed between the expiry date of this Agreement and the effective date of the new Agreement as a result of retirement due to age or disability shall receive the full retroactivity of any increase in wages for the period of time worked or time on approved leave with pay.

#### **32.05 Training Benefits**

- a) In the event that the Employer should introduce new methods or machines which require new or greater skills than those possessed by employees who are employed in the operation being changed, and where such employees would otherwise be laid off, then training shall be provided for employees affected. A reasonable period of time shall be allowed for employees taking such training. Where required, leave for such training shall be with pay less any other allowances provided for such training by Government or other programs.
- b) Training, certification, or re-certification that is required by employees in carrying out their responsibilities as employees of the town will be provided by the employer and at the employer's expense. Arrangements will be made to either have someone come into the town to provide training or certification/recertification for employees, or employees will attend training sessions scheduled off-site at the employer's expense. Such training is mandatory for employees that require such training to carry out their duties as employees of the town.
- c) Training may be requested of an employee or group of employees by the employer to meet changing operational requirements or to have staff better trained to address operation's needs. Such training will be provided at the cost of the employer and arrangements will be made by the employer to have the training provided.
- d) Where employees see opportunities for training that are appropriate and helpful in supporting their responsibilities in the workplace, they may


request the employer to provide such training where and when feasible. The employer will then seek ways and means to have this training provided (if supported by the employer) or the employer will deny the request for training and provide reason(s) for such denial.

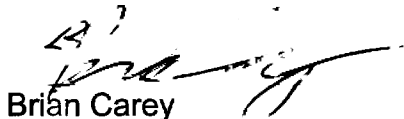
**Signing Page**

Signed on this 07 day of January 2025 in the province of Newfoundland and Labrador.

Signed on behalf of the Canadian Union of Public Employees Local 3768:

  
Brady Langdon  
Local 3768

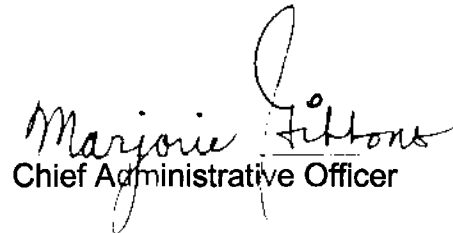
  
Carol Ann Mahon  
Local 3768

  
Brian Carey  
Local 3768

Nicole Dunphy  
CUPE National Representative

Signed on behalf of the Town of Holyrood:

  
Mayor

  
Marjorie Gibbons  
Chief Administrative Officer

  
Director of Financial Operations

  
Witness

## Schedule A

### Rates of Pay

CLASSIFICATION	Current	Jan 1/26 + \$1.25/hr	Jan 1/27 + 3%	Jan 1/28 + 3%
Mechanic	\$ 31.85	\$ 33.10	\$ 34.09	\$ 35.11
Working Foreperson	\$ 31.23	\$ 32.48	\$ 33.45	\$ 34.45
Truck Driver (Straight – no endorsements required)	\$ 24.03	\$ 25.28	\$ 26.04	\$ 26.82
Clerk Typist/Data Entry	\$ 24.03	\$ 25.28	\$ 26.04	\$ 26.82
Semi-Skilled Occupations	\$ 24.03	\$ 25.28	\$ 26.04	\$ 26.82
Trades Helpers	\$ 24.03	\$ 25.28	\$ 26.04	\$ 26.82
Heavy Equipment Operator	\$ 27.51	\$ 28.76	\$ 29.62	\$ 30.51
Secretary	\$ 27.51	\$ 28.76	\$ 29.62	\$ 30.51
Marina Custodian	\$ 27.51	\$ 28.76	\$ 29.62	\$ 30.51
Tradespersons (Certified, etc.)	\$ 27.51	\$ 28.76	\$ 29.62	\$ 30.51
Labourer	\$ 22.74	\$ 23.99	\$ 24.71	\$ 25.45
Receptionist	\$ 22.74	\$ 23.99	\$ 24.71	\$ 25.45
Maintenance Man (Painting shelters, etc.)	\$ 22.74	\$ 23.99	\$ 24.71	\$ 25.45
Accounting Clerk	\$ 29.35	\$ 30.60	\$ 31.52	\$ 32.46
Municipal Enforcement Officer	\$ 29.93	\$ 31.18	\$ 32.12	\$ 33.08

**NOTE:** Onetime payment of \$500 for all active Union Employees at the date of signature.

**Schedule B**  
**Management Schedule**

Management Employees – Schedule D  
Chief Administrative Officer  
Director of Planning, Infrastructure and Public Works  
Director of Corporate Services and Administration  
Director of Recreation and Community Services  
Director of Emergency Services & Fire Chief  
Administrative Assistant

## **Memorandum of Understanding 1**

### **Re: Clause 3.03**

The terms "grant" project or program in relation to the operation of Clause 3.03 and Schedule "A" shall be understood to refer to employment initiatives offered and funded by the Provincial and/or Federal governments which provide for payment of wages for specific groups such as students, welfare recipients, etc. and which are administered or managed by the Municipality. It is specifically noted that this does not include activities covered under the normal use of the term "capital projects".

## **Memorandum of Understanding 2**

### **Municipal Code of Conduct**

The Employees and the Town of Holyrood recognize their obligations outlined in the Municipal Code of Conduct (Bill 37) for the province of Newfoundland and Labrador. Training will be provided to all employees in 2023 in relation to the Municipal Code of Conduct.

## **Memorandum of Understanding 3**

### **Job Security**

During the term of this collective agreement the employer will make every effort to maintain the current number of permanent employees and retain the total number of person hours of work for seasonal employees.

## **Memorandum of Understanding 4**

### **Safety**

Through the course of collective bargaining, the Employer and the Union identified the necessity to address safety concerns arising from lack of cell phone service in the Town of Holyrood. Within ninety (90) days of the ratification of this agreement, the Employer and the Union agree to explore solutions to address cell phone service concerns which impact employee safety.

The parties recognize that this is a temporary measure until the new Bell cell phone tower is in service in Holyrood, or if the cell phone service concerns continue.

