

COLLECTIVE AGREEMENT

BETWEEN



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4801**

AND

Town of Glovertown

January 1, 2025 to December 31, 2027

:KT/cope491

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE	1
1.01 Preamble	1
1.02	1
ARTICLE 2 – MANAGEMENT RIGHTS	1
2.01 Management Rights	1
2.02 Not Discriminatory	1
ARTICLE 3 – RECOGNITION AND NEGOTIATIONS	1
3.01 Bargaining Unit	1
3.02 No Other Agreements	2
3.03 Part-Time, Seasonal and Temporary Employees	2
3.04 Work of the Bargaining Unit	2
3.05 Water Shut Off/Turn On	2
ARTICLE 4 – NO DISCRIMINATION	2
4.01 Employer Shall Not Discriminate	2
ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT	3
5.01 All Employees to be Members	3
ARTICLE 6 – CHECK-OFF UNION DUES	3
6.01 Check-Off Payments	3
6.02 Deductions	3
6.03 Dues Receipt	3
ARTICLE 7 – THE EMPLOYER AND THE UNION SHALL AQUAINT NEW EMPLOYEES	3
7.01 New Employees	3
7.02 Copies of Agreement	4
ARTICLE 8 – CORRESPONDENCE	4
8.01 Correspondence	4
ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE	4
9.01 Establishment of Committee	4
9.02 Function of Committee	4
9.03 Meetings of Committee	4
9.04 Chairperson of the Meeting	5
9.05 Minutes of Meeting	5

9.06	Jurisdiction of Committee.....	5
ARTICLE 10 – LABOUR MANAGEMENT BARGAINING RELATIONS.....		5
10.01	Representation.....	5
10.02	Union Bargaining Committee	5
10.03	Function of the Bargaining Committee	6
10.04	Representation of Canadian Union of Public Employees.....	6
10.05	Meeting of Committee	6
10.06	Time Off for Meeting	6
10.07	Technical Information.....	6
10.08	Shop Stewards.....	6
10.09	Names of Stewards.....	7
10.10	Permission to Leave Work	7
ARTICLE 11 – GRIEVANCE PROCEDURE.....		7
11.01	Definition of Grievance.....	7
11.02	Settling of Grievance.....	7
11.03	Policy Grievance	8
11.04	Union May Institute Grievance	8
11.05	Employer Grievance	8
11.06	Replies in Writing	8
11.07	Failure to Act Within the Time Limits.....	8
11.08	Technical Objections to Grievances.....	9
ARTICLE 12 – ARBITRATION		9
12.01	Composition of Board of Arbitration	9
12.02	Decision of the Arbitrator	9
12.03	Disagreement of Decision	9
12.04	Expenses of the Arbitrator	9
12.05	Amendments of Time Limitations.....	10
12.06	Witnesses	10
ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE		10
13.01	Discharge and Discipline Procedure	10
13.02	May Omit Grievance Steps	10
13.03	Burden of Proof.....	10

13:04	Unjust Suspension or Discharge.....	11
13:05	Adverse Report.....	11
13:06	Access to Personnel File	11
13:07	Use of Demotion for Discipline.....	11
13:08	Crossing of Picket Lines During Strike.....	11
13:09	Justice and Dignity Provision	12
13:10	Legal Liability	12
ARTICLE 14 – SENIORITY		12
14:01	Seniority Defined (Type of Seniority Unit).....	12
14:02	Seniority List	12
14:03	Probation for Newly Hired Employees	12
14:04	Loss of Seniority	13
14:05	Transfer Outside the Bargaining Unit.....	13
ARTICLE 15 – PROMOTIONS AND STAFF CHANGES		14
15:01	Job Posting	14
15:02	Information in Posting	14
15:03	No Outside Advertising	14
15:04	Role of Seniority in Promotions and Transfers.....	14
15:05	Trial Period	14
15:06	Promotions Requiring Higher Qualifications	15
ARTICLE 16 – LAYOFFS AND RECALLS		15
16:01	Role of Seniority in Layoffs	15
16:02	Recall Procedure	15
16:03	No New Employees	15
16:04	Advance Notice of Layoff.....	16
16:05	Advance Notice of Resignation.....	16
ARTICLE 17 – HOURS OF WORK		16
17:01	Hours of Work.....	16
17:02	Shift Differential.....	17
17:03	Paid Rest or Relief Periods.....	17
17:04	Union Meeting Night	17
17:05	Paid Clean-Up Clothes or Changing Time	18

17.06	No Split Shift	18
ARTICLE 18 – OVERTIME		18
18.01	Overtime Defined	18
18.02	Compensation for Work Before and After Daily Scheduled Hours	18
18.03	Compensation for Work on Weekends and Paid Holidays.....	18
18.04	Payment for or Supply of Meals	18
18.05	No Lay-Off to Compensate for Overtime.....	19
18.06	Overtime for Part-Time Employee.....	19
18.07	Sharing of Overtime	19
18.08	Call Back Pay Guarantee.....	19
18.09	Calculation of Overtime Rates	19
18.10	Time Off in Lieu of Overtime	19
ARTICLE 19 - HOLIDAYS		20
19.01	Paid Holidays	20
19.02	Compensation for Holidays Falling on Saturday	20
19.03	Compensation for Holidays Falling on Sunday	20
19.04	Compensation for Holidays Falling on Scheduled Day Off	20
ARTICLE 20 – VACATIONS.....		21
20.01	Length of Vacation	21
20.02	Compensation for Holidays Falling Within Vacation Schedule.....	21
20.03	Vacation Schedule	21
20.04	Carry Over of Vacation Credits	21
ARTICLE 21 – SICK LEAVE PROVISIONS		22
21.01	Sick Leave Defined	22
21.02	Annual Paid Sick Leave	22
21.03	Illness in the Family	22
21.04	Deductions from Sick Leave	22
21.05	Proof of Illness	22
21.06	Sick Leave During Leave of Absence and Layoff.....	23
21.07	Sick Leave Records	23
ARTICLE 22 – LEAVE PROVISIONS.....		23
22.01	Paid Bereavement Leave.....	23

22:02	Maternity/Parental/Adoption Leave	24
22:03	Domestic Violence Leave	25
ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCE		25
23:01	Pay Days	25
23:02	Equal Work for Equal Pay	26
23:03	Pay on Temporary Transfer, Higher Rated Job	26
23:04	Pay on Temporary Transfer, Lower Rated Job	26
23:05	Vacation Pay	26
23:06	On Call Provisions	26
23:07	Municipal Recreation Worker I	27
ARTICLE 24 – LEAVE OF ABSENCE		27
24:01	Negotiation Pay Provision	27
24.02	General Leave	27
24:03	Jury or Court Witness Duty	27
24.04	Family Leave	27
24.05	Leave of Absence for Union Functions	28
24.06	Education Leave	28
ARTICLE 25 – EMPLOYEE BENEFITS		28
25:01	Worker's Compensation	28
25:02	Worker's Compensation Protection	28
25.03	Continuation of Benefits	29
25.04	Continuation of Wages	29
25.05	Municipal Health Insurance Plan	29
25.06	Clothing Allowance	29
25.07	Severance Pay	30
25.08	Pension Plan	30
25.09	Pension Plan Contribution Formula	30
ARTICLE 26 – HEALTH AND SAFETY		30
26.01	Health and Safety	30
ARTICLE 27 – GENERAL CONDITIONS		31
27:01	Allowance for Tools	31
27:02	Use of Employee Vehicles on Town Business	31

ARTICLE 28 – PRESENT CONDITIONS AND BENEFITS	31
28:01 Continuation of Acquired Rights.....	31
ARTICLE 29 – CONTRACTING OUT AND JOB SECURITY.....	32
29:01 Restrictions on Contracting Out and Job Security.....	32
29:02 Bargaining Unit Protection	32
29:03 Amalgamation, Regionalization and Merger Protection	32
ARTICLE 30 – TERMS OF AGREEMENT	33
30.01 Duration of Agreement.....	33
30.02 Notice of Changes	33
SIGNING PAGE	34
SCHEDULE “A”	35
LETTER OF UNDERSTANDING	36
RE: Casual Call-In Arena Attendant	36
LETTER OF UNDERSTANDING	37
RE: Duties of the Janitor/Labour Classification.....	37

ARTICLE 1 – PREAMBLE

1.01 Preamble

It is the purpose of both parties to this Agreement:

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

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

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

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

2.02 Not Discriminatory

The Employer shall exercise its rights in a fair reasonable manner. The management rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present employee of their employment, except through just cause.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of the Public Employees and its Local 4801 as the sole and exclusive collective bargaining agent for all its employees save and except Town Manager, Town Clerk, and Economic

Development Officer/Recreation Director, and hereby agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 No Other Agreements

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

3.03 Part-Time, Seasonal and Temporary Employees

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

3.04 Work of the Bargaining Unit

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

3.05 Water Shut Off/Turn On

The Town agrees that the turning on or off of water valves to homes and businesses shall be performed by members of the bargaining unit.

ARTICLE 4 – NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, gender identity or marital status, family status or relationship, place of residence, mental or physical disability, nor by reason of their membership or activity in the Union or any reason.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

All employees of the Employer shall as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees whose position is in the bargaining unit shall become and remain members in good standing from the date of hiring.

ARTICLE 6 – CHECK-OFF UNION DUES

6.01 Check-Off Payments

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

6.02 Deductions

Deductions shall be made from the first payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 20th day of that month accompanied by a list of the names, total salary for all employees for the period, addresses, phone numbers and classifications of employees from whose wages the deductions have been made.

6.03 Dues Receipt

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

ARTICLE 7 – THE EMPLOYER AND THE UNION SHALL AQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

7.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or representative. The steward or representative will provide the employee with a copy of their Collective Agreement.

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Town Clerk and the Secretary of the Union.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

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

9.02 Function of Committee

The Committee shall concern itself with the following general matters:

- a) Considering constructive criticism of all activities so that better relations shall exist between the Employer and the employees.
- b) Improving and extending services to the public.
- c) Promoting safety and sanitary practices.
- d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- e) Correcting conditions causing grievances and misunderstandings.

9.03 Meetings of Committee

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

9.04 Chairperson of the Meeting

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

9.05 Minutes of Meeting

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

9.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matters of collective 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 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 discussions and conclusions.

ARTICLE 10 – LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Representation

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

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the Union along with the CUPE Representative. The Union will advise the Employer of the Union nominees to the Committee.

10.03 Function of the Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions and benefits, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement, the parties understand, however, that during the term of the agreement there is no obligation on either party to alter or amend the terms of the agreement except as specifically provided for elsewhere in the agreement.

10.04 Representation of Canadian Union of Public Employees

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

10:05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held within the time limits established in the Labour Relations Act.

10:06 Time Off for Meeting

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

10:07 Technical Information

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

10:08 Shop Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect stewards, whose duties shall be to assist any employee which the Steward

represents in preparing and presenting their grievance in accordance with the grievance procedure.

10:09 Names of Stewards

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

10:10 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed by the Employer and that they will not leave work during working hours except to perform their duties under this Agreement. Therefore, no steward shall leave their work without obtaining the permission of their supervisor.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Definition of Grievance

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

11.02 Settling of Grievance

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

Step 1

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

Step 2

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

Step 3

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

Step 4

Failing satisfactory settlement at Step 3, the Union may give notice in writing within thirty (30) working days of receipt of the decision at Step 4, declare its intention to refer the grievance to arbitration. Where there is a dispute involving dismissal or suspension, the grievance may be submitted in the first instance at Step 3.

11.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 and 2 of Article 11.02 may be by-passed.

11.04 Union May Institute Grievance

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

11.05 Employer Grievance

Where the Employer has a grievance, it shall be submitted in the first instance to the President of the Union Local. Should the matter not be satisfactory resolved within ten (10) days after the matter was submitted to the President, the Employer may, within thirty (30) days thereafter, refer the matter to arbitration.

11.06 Replies in Writing

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

11.07 Failure to Act Within the Time Limits

Both parties shall comply with the time limits shown. However, in the processing of any particular grievance either party may request an extension to any time limit in this process. If such extension is requested, it shall be subject to mutual agreement, but such agreement shall not be unreasonably withheld by either

party. If the Union fails to request the Employer's agreement to extend the time limits the grievance shall be defeated and if the Employer fails to request the Union's agreement to extend the time limit, then the grievance shall be awarded in the favour of the grievor.

11.08 Technical Objections to Grievances

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

ARTICLE 12 – ARBITRATION

12.01 Composition of Board of Arbitration

Subject to Article 12.06, when a party requests that a grievance be submitted to arbitration, the grievance shall be heard by a single arbitrator selected from the NL Labour Management Arbitration Ministerial List.

12.02 Decision of the Arbitrator

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, subject to that provision, the Arbitrator shall have the power to dispose of a grievance by any arrangement which it deems just and equitable, including a determination that a grievance is not arbitrable.

12.03 Disagreement of Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may, within ten (10) working days of receipt of the Arbitrator's decision, apply to the Arbitrator to clarify the decision, which the Arbitrator shall do within five (5) days.

12.04 Expenses of the Arbitrator

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

12.05 Amendments of Time Limitations

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

12.06 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. The Employer agrees that any unrelated written statement against any member of the Union by another member of the Union shall not be used in grievance, arbitration, or any other matter, excepting accident matters that could be detrimental to employees or to the Union. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievances.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Discharge and Discipline Procedure

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

13.02 May Omit Grievance Steps

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

13.03 Burden of Proof

In cases of discharge and discipline, the burden of proof or just cause shall rest with the Employer. Evidence shall include similar prior occurrences relevant to the cause (subject to clause 13.05) and in the discharge and discipline notice to the employee.

13:04 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board. Any monies earned by an employee during a period of suspension or discharge shall be deducted from any award made under this Article on a week-to-week basis.

13:05 Adverse Report

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

The record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

13:06 Access to Personnel File

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

13:07 Use of Demotion for Discipline

Demotion shall not be used as a disciplinary measure.

13.08 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of the labour disputes except where there is an imminent danger to human health or safety. Failure to cross such a picket line by a

member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

13.09 Justice and Dignity Provision

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

13.10 Legal Liability

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

ARTICLE 14 – SENIORITY

14:01 Seniority Defined (Type of Seniority Unit)

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

14:02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the last three (3) digits of the employee's social insurance numbers with numbers starting at 000 being first, then 001 and so on. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

14:03 Probation for Newly Hired Employees

A newly hired employee shall be on probation only for the first one hundred and twenty (120) working days of the employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. During the probationary period, at the three (3), six (6), and nine (9) month period, the

employee will receive a probationary review identifying any improvements needed to successfully pass probation. After completion of the probationary period, seniority shall be effective from the original date of employment. Nothing prevents the Employer from confirming that the employee has successfully completed the probation prior to the end of the probationary period. The termination of a probationary employee for unsuitability shall not be subject to the grievance and arbitration provisions of this Agreement except where discrimination or bad faith is alleged.

14:04 Loss of Seniority

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

An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and are not reinstated.
- b) They resign in writing or verbally quit and do not withdraw within two (2) business days.
- c) They are absent from work in excess of five (5) working days without sufficient cause and without notifying the Employer unless such notice was not reasonably possible.
- d) They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e) They are laid off for a period of longer than two (2) years.
- f) They resign or retire and are not re-employed within thirty (30) calendar days.

14:05 Transfer Outside the Bargaining Unit

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

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15:01 Job Posting

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

15:02 Information in Posting

Such notice shall contain the following information:

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

15:03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applicants of present union members have been fully processed and the employees notified in writing. If the employee so requests, the Employer shall advise unsuccessful applicants in writing of the reason for the Employer's decision.

15:04 Role of Seniority in Promotions and Transfers

Both parties recognize:

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

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02.

15:05 Trial Period

The successful applicant shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of sixty (60) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the

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

15:06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but who is in the process of becoming qualified, with the expectation that they will become qualified within a further three (3) months. The employee, if promoted, will be on a trial basis until they have qualified within the time limit specified.

ARTICLE 16 – LAYOFFS AND RECALLS

16.01 Role of Seniority in Layoffs

- a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining unit wide seniority within the groups indicated in 16.01 b). An employee about to be laid off may bump any employee with less seniority subject to the restrictions contained in 16.01 b), providing the employee exercising the right is qualified to perform the work of the less senior employee.

The right to bump shall include the right to bump up.

- b)
 - i. Permanent employees may bump a junior permanent, seasonal, or temporary employee.
 - ii. Seasonal employees may only bump a junior seasonal or temporary employee.
 - iii. Temporary employees may only bump a junior employee.

16:02 Recall Procedure

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

16:03 No New Employees

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

16:04 Advance Notice of Layoff

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

16:05 Advance Notice of Resignation

If an employee intends to leave their position, they must give a ten (10) working day written notice prior to resignation if reasonable possible to do so. If not, the Employer has the right to hold back the ten (10) days pay.

ARTICLE 17 – HOURS OF WORK

17:01 Hours of Work

The hours of work per week shall be:

Public Works

Forty (40) hours Monday-Friday 8:00 AM – 5:00 PM (five (5) consecutive days). During the period from December 1st to March 31st, the Employer may schedule a 5:00 AM – 1:00 PM Monday to Friday shift for one (1) employee and for snow clearing operations only (the employee so assigned shall be assigned regular town duties commencing at 8:00 AM daily). Checks of the Water Treatment Stations shall not be assigned to the employee scheduled for the 5:00 AM – 1:00 PM shift. While on this shift, the employee shall be provided with a paid one-half (½) hour meal period and two (2) rest periods in accordance with Article 17.03.

Affected employees will be provided with a minimum of one (1) weeks' notice prior to the implementation of the 5:00 AM – 1:00 PM shift.

Town Hall

Thirty-five (35) hours per week, Monday to Friday from 9:00 AM – 5:00 PM except during the summer months when the closing time shall be 4:30 PM.

Recreation

Forty (40) hours per week, Monday to Friday from 8:00 AM – 5:00 PM. No shift for a part-time employee shall be less than three (3) hours.

The hours of work for the Municipal Recreation Worker III position shall be forty (40) hours a week and shall be a seasonal position based on operational requirements.

Arena

During the period commencing with the installation of the ice and concluding with the removal of the ice from the arena, the hours of work shall be no less than seventy (70) hours bi-weekly. Overtime to be paid after eighty (80) hours bi-weekly.

Janitorial

The hours of work for the Janitor position shall be mutually agreed between the Janitor and the Town Manager or designate.

17:02 Shift Differential

- a) Employees shall receive sixty-five (65) cents per hour shift differential for all regularly scheduled hours worked outside of 8:00 AM – 5:00 PM Monday to Friday. If an employee's shift is changed to another shift without twenty-four (24) hours' notice, they shall be paid time and one-half (1 ½) for all hours worked in that shift.
- b) During the period commencing with the installation of the ice and concluding with the removal of the ice from the arena, recreation employees shall not be eligible for shift differential but shall receive a shift premium of sixty-five (65) cents per hour for all hours worked at straight time rates on Saturday and Sunday.

17:03 Paid Rest or Relief Periods

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

17:04 Union Meeting Night

On the day of each month on which the regular monthly, special, or deferred meetings, of the Union is scheduled, work shall cease not later than 6:00 PM except in cases of emergency or shift work.

17:05 Paid Clean-Up Clothes or Changing Time

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

17.06 No Split Shift

There shall be no split shifts.

ARTICLE 18 – OVERTIME

18.01 Overtime Defined

Subject to 18.06 all time worked after scheduled daily hours, and all hours worked beyond regular weekly hours, or bi-weekly hours in the case of arena employees when the ice is on the arena, shall be considered overtime.

18:02 Compensation for Work Before and After Daily Scheduled Hours

Subject to 18.06 overtime work before and after the regularly scheduled daily hours shall be paid for at the rate of time and one half (1 ½).

18:03 Compensation for Work on Weekends and Paid Holidays

a) Overtime Work on Saturday and Sunday

Overtime work on any Saturday and Sunday shall be paid for at the rate of time and one half (1 ½) except for any regularly scheduled hours on Saturday and Sunday.

b) Compensation for Work on Paid Holidays

Overtime work on a holiday shall be compensated at time and one half (1 ½) in addition to the regular pay for the day.

18.04 Payment for or Supply of Meals

Employees required to work more three (3) hours overtime shall be provided with a meal allowance of fifteen dollars (\$15.00) by the Employer. In addition, employees shall receive a one half (½) hour paid meal break for each additional four (4) hours of overtime.

18:05 No Lay-Off to Compensate for Overtime

Employee shall not be required to lay-off during regular hours to equalize any overtime worked.

18:06 Overtime for Part-Time Employee

A part-time employee working more than forty (40) hours per week, or eighty (80) hours bi-weekly in the case of part-time arena employees when the ice is on the arena, shall receive overtime on a weekly or biweekly basis subject to Article 18.02.

18:07 Sharing of Overtime

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

18:08 Call Back Pay Guarantee

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

18.09 Calculation of Overtime Rates

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

18:10 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may at their own discretion, accumulate time off at the appropriate overtime rate.

Subject to the operational requirements of the Town, time accrued under this Clause may be scheduled by mutual agreement between the employee and the supervisor and Town Manager or designate and may not be taken in conjunction with the employee's vacation, nor shall it be taken in increments of greater than five (5) days at one time. Employees shall be entitled to receive payment of all or a portion of their banked time to be added to their earnings in any pay period by requesting same within a reasonable time period. All accrued over time leave not

used shall be paid out on December 31st of each year. It is understood that one hundred (100) hours of banked time will be the maximum an employee can take as time off in a calendar year.

Notwithstanding the above, arena employees can carry over overtime into the following year and must use this overtime before the next season starts, or it gets paid out.

ARTICLE 19 - HOLIDAYS

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
St. Patricks Day	National Truth and Reconciliation Day
Good Friday	Thanksgiving Day
St. George's Day	Remembrance Day
Queen's Birthday	2 nd half of Christmas Eve Day
Discovery Day	Christmas Day
Canada Day	2 nd half of New Year's Eve Day
Orangemen's Day	Boxing Day
Civic Holiday	

19.02 Compensation for Holidays Falling on Saturday

When any of the above holidays falls on 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 aforementioned holidays fall 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.

19.04 Compensation for Holidays Falling on Scheduled Day Off

When any of the aforementioned holidays fall on an employee's scheduled day off the employee shall receive another day off with pay at a time mutually agreed to between the employee and the Employer.

ARTICLE 20 – VACATIONS

20.01 Length of Vacation

An employee shall receive annual vacation with pay as follows:

Seasonal Employees	6% of earnings
1-9 years	15 workings days
10-17 years	20 working days
18 years or more	25 working days

Earned vacation is based on employee's anniversary date.

Employees other than full-time permanent, shall have the option to bank vacation pay or receive such additional pay bi-weekly.

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

20.02 Compensation for Holidays Falling Within Vacation Schedule

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

20.03 Vacation Schedule

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

20.04 Carry Over of Vacation Credits

Upon request an employee shall be permitted to carry forward into another year up to one (1) week of their vacation credits. The unused portion of vacation credits carried over shall not be taken between the 1st day of June and the 30th day of September unless permission is granted by the Employer Representative.

ARTICLE 21 – SICK LEAVE PROVISIONS

21:01 Sick Leave Defined

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

21:02 Annual Paid Sick Leave

Subject to Article 14.01, one and half (1 ½) days sick leave per month shall be earned by an employee. The maximum number of days sick leave which may be accumulated is one hundred and five (105) days. Sick leave for part-time/temporary employees shall be pro-rated.

21.03 Illness in the Family

Where no one other than the employee can provide for the needs during illness of an immediate member of their family, or when an employee escorts a member of their family who is ill to hospital, an employee shall be entitled, after notifying their supervisor, use a maximum of three (3) accumulated sick leave days per year for this purpose.

21:04 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half a day shall not be deducted.

Absence for more than one-half day and less than a full day shall be deducted as one-half day.

21:05 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days at a time or nine (9) working days in the aggregate in any year, certifying that they are unable to carry out their duties due to illness. In cases of suspected abuse shown by an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness.

21.06 Sick Leave During Leave of Absence and Layoff

When an employee is given leave of absence with pay, for any reason, they shall receive sick leave credit for the period of such absence on their return to work. When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, provided the layoff is less than that specified in 14.04 (5).

21.07 Sick Leave Records

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

ARTICLE 22 – LEAVE PROVISIONS

22:01 Paid Bereavement Leave

a) Paid Bereavement Leave

- i. An employee shall be entitled to three (3) consecutive working days leave with pay in the event of the death of the employee's father, mother (or alternatively step-parent or foster-parent) brother, sister, spouse (including common-law spouse), child (including child of common-law spouse) step child or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law and any relative permanently residing in the employee's household or with whom the employee permanently resides. If the funeral is outside the province the leave shall be five (5) days.
- ii. An employee shall be entitled to one (1) working days bereavement with pay for the purpose related to the death of the employee's son-in-law. Daughter-in-law, brother-in-law, sister-in-law, aunt or uncle.
- iii. If the death of a relative listed in i) or ii) above occurs while an employee is on sick leave, vacation leave or other approved time off with pay the employee shall be granted bereavement with pay and the employee's paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay for which the employee is eligible.

- b) At the discretion of the Employer, additional bereavement leave may be granted without pay.

22:02 Maternity/Parental/Adoption Leave

a) Maternity/Parental/Adoption Leave

Maternity/Parental/Adoption Leave shall be granted as a right and shall be in accordance with prevailing legislation. The Employer shall not deny the parent employee the right to return to work during the period of the leave.

b) Length of Maternity/Parental/Adoption Leave

Upon written request, leave of absence without pay and without loss of seniority shall be granted by the Employer for a period of up to seventy-eight (78) weeks if the employee so desires maternity/parental/adoption leave. On return from maternity/parental/adoption leave an employee will be classed in their former position or in a position consistent with the seniority provisions of this Agreement. An employee on maternity/parental/adoption leave will continue to accumulate seniority and service and any service-related benefits including sick leave and annual leave and any other accrued benefits.

c) Sick Leave Related to 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, maternity leave may be extended for a period up to one (1) year.

d) Payment of Employee Benefits During Maternity Leave

During the period of maternity/adoption/parental leave referred to in Article 22.03, and provided the employee maintains coverage, the Employer shall continue to pay the Employer's share of group medical, hospital, group life insurance and pension premiums during the period of such leave. To maintain coverage, the employee must also continue to pay the employee's share of these benefits. While on maternity/parental/adoption leave employees shall continue to accumulate service for annual leave and sick leave purposes but shall not accrue statutory holidays occurring during their absence.

e) Protection of Position and Benefits

The Employer will protect the position and accrued benefits of the employee only for the period maternity/parental/adoption leave. Employees shall continue to earn seniority while on leave.

f) Procedure Upon Return from Maternity/Adoption/Parental Leave

The employee may return to duty after two (2) weeks' notice of their intention to do so.

22:03 Domestic Violence Leave

The parties acknowledge that when domestic violence occurs, it is a significant social 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 five (5) days leave with pay.
 - ii. Twenty-six (26) weeks of unpaid leave in one (1) 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 Town Manager.

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.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCE

23:01 Pay Days

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

23:02 Equal Work for Equal Pay

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

23:03 Pay on Temporary Transfer, Higher Rated Job

When an employee is assigned to a higher paying position, they shall receive the rate for the position, provided they are in that position for at least one half ($\frac{1}{2}$) of a day.

Relief supervisor pay is received on statutory holidays when supervisor is off on vacation or sick leave.

23:04 Pay on Temporary Transfer, Lower Rated Job

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

23:05 Vacation Pay

An employee may, upon giving at least five (5) days' notice, receive on the last office day preceding commencement of their annual vacation, any pay cheques which may fall due during the period of their vacation.

23:06 On Call Provisions

- a) An employee "on call" that is immediately available by telephone contact during the hours of 5:00 PM on Friday and 8:00 AM on Monday shall be paid seventy-five dollars (\$75.00) and an additional seventy-five dollars (\$75.00) for standby on a statutory holiday. In addition, the above call outs shall be compensated in accordance with Article 18.08.
- b) Employees on call during the evening from 5:00 PM on Monday to 8:00 AM on Friday shall be compensated at the rate of twenty-five dollars (\$25.00) pay for each evening on call and, in addition, shall be compensated in accordance with Article 18.08 for all call outs during their period of standby.
- c) An employee may leave their employment and return home when they have completed the work for which they were called.
- d) On call duty shall be equally divided among the qualified employees. While on call, an employee shall be available immediately.

23:07 Municipal Recreation Worker I

In recognition of the fact that Municipal Recreation Worker I is responsible for taking calls at home, the Employer agrees to provide the employee with one (1) additional weeks' pay (40 hours) per year as compensation to any employee in that classification.

ARTICLE 24 – LEAVE OF ABSENCE

24:01 Negotiation Pay Provision

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

24.02 General Leave

An employee shall be entitled to leave of absence without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer.

24:03 Jury or Court Witness Duty

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

24.04 Family Leave

- a) An employee who is required to:
 - i. Attend to the temporary care of a sick family member living in the same household, or the employee's parent or child.
 - 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, or the employee's parent or child, on a dental or medical appointment.
 - iv. Attend to need related to home or family emergencies shall be awarded up to five (5) days paid family leave in any calendar year.
- 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.
- 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.

24.05 Leave of Absence for Union Functions

Leave of absence without loss of pay or seniority, to a total of three (3) working days annually shall be granted on the Union's written request, to one member of the Union to represent the Union at Labour Conventions, Educational Seminars or Conferences. One (1) calendar weeks' notice of such leave request shall be given. Additional leave of absence without pay and without loss of seniority shall be granted on the Union's written request. Unused leave may be carried forward to a succeeding year until the total amount of such leave is available is ten (10) days.

24.06 Education Leave

When the employee requests or where the Employer requires the employee to attend training seminars relative to the general maintenance and operation of the Town, the employee shall do so and suffer no loss in pay up to a maximum of five (5) days. The Town shall pay all expenses incurred by the employee for such training. For periods of training in excess of five (5) days, the Employer shall provide the employee with a sufficient layoff for the duration of the course in order for the employee to qualify for HRDC funding.

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

ARTICLE 25 – EMPLOYEE BENEFITS

25:01 Worker's Compensation

All employees shall be covered by the *Workplace Health, Safety and Compensation Act*. No employee shall have their employment terminated as a result of absence from work with a compensable accident.

25:02 Worker's Compensation Protection

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

25.03 Continuation of Benefits

While in receipt of Compensation Benefits, the employee shall be eligible to continue participation in the group insurance and group pension plans. Arrangements shall be made for payment of insurance premiums or pension benefits during the period of such absence.

25.04 Continuation of Wages

While an employee is waiting for the Workplace Health, Safety and Compensation Commission to process their claim, the Employer shall pay the employee eighty percent (80%) of their regular earnings minus applicable deductions until their claim is approved. In the event the claim is not approved, the employee shall be placed on sick leave for the period and the Employer shall make the necessary adjustments to the employee's earnings.

25.05 Municipal Health Insurance Plan

The Employer agrees to pay seventy percent (70%) of the cost of the current group insurance plan and effective January 1, 2013, dental coverage shall be made available to all employees and the Employer shall pay seventy percent (70%) of dental premiums. Employees that currently have dental benefits under another plan may opt out of dental coverage.

Seasonal employees shall be eligible for group insurance coverage including dental coverage and during periods of layoff for a seasonal employee can maintain such coverage subject to the employee paying 100% of applicable premiums.

25.06 Clothing Allowance

The Employer will provide and replace as needed (upon surrender of worn or damaged clothing) at no cost to each employee in public works and the arena the following:

- Two (2) pairs of coveralls (one (1) regular and one (1) insulated) or,
- Alternatively, for Arena Attendant and Equipment Operators, one (1) pair of regular coveralls and one (1) two-piece insulated suit
- Work gloves
- One (1) pair of rubber clothes
- Appropriate safety footwear
- Steel toed rubber boots
- Disposable coveralls when dealing with live sewers

If a new employee leaves employment prior to completing the probationary period, all PPE will be returned to the Town.

25.07 Severance Pay

An employee who has completed seven (7) or more years of accumulated service is entitled to be paid upon severance due to death, resignation, redundancy, expiry of recall rights or retirement, severance pay equal to the amount obtained by multiplying the number of years of accumulated employment by their weekly salary to a maximum of seventeen (17) weeks' pay.

25.08 Pension Plan

The Employer agrees to provide employees with a pension plan provided through Municipalities Newfoundland and Labrador's pension plan provider(s) as established by TRIO, or any successor groups acting on its behalf. The terms and conditions of the pension plan are as outlined by the plan provider and the options chosen are as established or as jointly negotiated between the Employer and the Union. The Employer agrees that if the Town is made aware of any proposed changes to the TRIO Pension Plan it shall inform the Union including the CUPE National Representative.

Pension benefits are subject to the limits and requirements of the *Newfoundland and Labrador Pension Benefits Act* and the *Income Tax Act (Canada)*.

25.09 Pension Plan Contribution Formula

The contribution rate for employees will be nine point-two five percent (9.25%) and the Employer shall remit the required deductions on behalf of employees. The Employer contribution rate is nine point-two five percent (9.25%) in addition, the Employer is also responsible for any special payments required as communicated by TRIO. The contribution rates indicated above are the current rates for Option 3 of the TRIO Pension Plans and the parties recognize that contribution rates are specified in the Plan Text and may be subject to changes.

ARTICLE 26 – HEALTH AND SAFETY

26.01 Health and Safety

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

ARTICLE 27 – GENERAL CONDITIONS

27:01 Allowance for Tools

The Employer shall supply all tools and equipment required by employees in the performance of their duties or pay forty cents (\$0.40) per hour to employees who are required to provide hand tools for use of employee's tools. The Employer will cover the cost of replacement of worn out or broken tools upon production of the worn or broken tool. The Employer shall also provide a locking tool chest or other safe storage area for employee-owned tools.

27:02 Use of Employee Vehicles on Town Business

Employees who are required to use their personal vehicles on Town business shall be paid a flat weekly allowance for use of their vehicles in the Glovertown area:

Municipal Recreation Worker I	\$42.21 per week
Municipal Recreation Worker II	\$42.21 per week

(to be adjusted annually based on amount of salary increase)

Employees who are required to use their personal vehicles to travel on Town business outside the Town's municipal boundaries shall be compensated at the basic rate set by the provincial government to be adjusted quarterly in accordance with the provincial government policy.

ARTICLE 28 – PRESENT CONDITIONS AND BENEFITS

28:01 Continuation of Acquired Rights

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

ARTICLE 29 – CONTRACTING OUT AND JOB SECURITY

29:01 Restrictions on Contracting Out and Job Security

The Union recognizes the Town's right to contract out work. The Employer shall provide the Union with thirty (30) calendar days' notice prior to calling tenders for any work which could potentially be performed by members of the bargaining unit. The Town agrees not to contract out any work that is normally performed by members of the bargaining unit, either actively employed or on layoff, provided that there are qualified employees in the bargaining unit and equipment available.

The Town agrees to maintain or increase the current level of equipment. No employee will be laid off or have their layoff extended as a result of work being contracted out.

The Town retains the right to contract out work, which is currently contracted including, but not restricted to the following:

- Grader work
- Extensions in main water and sewer lines
- Road paving and paving repairs
- Supplying and trucking winter sand
- Drilling and blasting
- Capital works projects
- Emergency work which cannot be performed by the Town's own forces

29:02 Bargaining Unit Protection

Municipalities regularly avail of federal, provincial, and private grants to construct and/or upgrade municipal infrastructure and to hire students to work on summer recreation programs. In the case of these grants, the Employer may use workers outside the bargaining unit provided that overtime, call back, standby, and regular relief for bargaining unit members shall not be reduced or affected and that past practices affecting bargaining unit members will apply.

29:03 Amalgamation, Regionalization and Merger Protection

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

- a) Employees shall be credited with all seniority rights with the new Employer.

- b) All service credits relating to vacations with pay, sick leave credits, and all other benefits shall be recognized by the new employer.
- c) All works 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 provisions of the merging bodies.
- e) No employees shall suffer loss of employment as a result of the merger.
- f) Preference in location of employment in the merged municipality shall be on the basis of seniority.

ARTICLE 30 – TERMS OF AGREEMENT

30.01 Duration of Agreement

This Agreement shall be binding and remain in effect from January 1, 2025, to December 31, 2027, inclusion and shall continue from year to year thereafter unless either party gives to the other party notice in writing not more than one hundred and eighty (180) days prior, to the 31st day of December in any year of its desire to terminate or amend the agreement.

30.02 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period one hundred and eighty (180) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

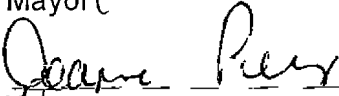
SIGNING PAGE

In witness whereof the hereto have caused these present to be executed in accordance with their respective regulations.

Signed on behalf of the Town of
Glovertown:

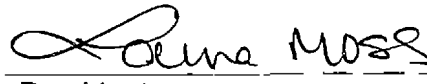


Mayor

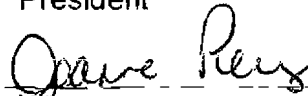


Witness

Signed on behalf of the Canadian
Union of Public Employees, Local
4801:



President



Witness

Dated this 7 day of MARCH, 2025.

SCHEDULE "A"

	Jan 1, 2025 + \$1.50	Jan 1, 2026 + \$1.00	Jan 1, 2027 + \$1.00
Administrative Assistant	\$ 28.64	\$ 29.64	\$ 30.64
Janitor/Labourer	\$ 23.90	\$ 24.90	\$ 25.90
Casual Call-In - Arena	\$ 25.40	\$ 26.40	\$ 27.40
Managing Foreperson	\$ 33.69	\$ 34.69	\$ 35.69
Municipal PWE II	\$ 29.98	\$ 30.98	\$ 31.98
Municipal PWE III	\$ 28.79	\$ 29.79	\$ 30.79
Municipal Recreation Worker I	\$ 30.76	\$ 31.76	\$ 32.76
Municipal Recreation Worker II	\$ 29.05	\$ 30.05	\$ 31.05
Municipal Recreation Worker III	\$ 27.05	\$ 28.05	\$ 29.05

LETTER OF UNDERSTANDING

Between the Town of Glovertown
And the Canadian Union of Public Employees, Local 4801

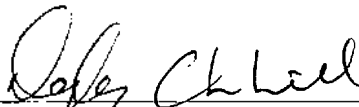
RE: Casual Call-In Arena Attendant

The parties agree to the following with respect to town advertising and filling a casual/call-in position that would be utilized at the Glovertown Arena:

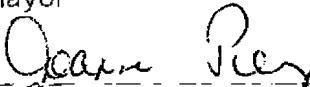
1. This position shall only be used for the purpose of replacing the Municipal Recreation Working I or Municipal Recreation Worker II on an as-needed basis.
2. Scheduling and maintenance shall continue to be performed by the Municipal Recreation Worker I and Municipal Recreation Worker II and shall not be assigned to the Casual Call-in Arena Attendant.
3. The hours of work for this position shall be utilized on an as-need basis.
4. Any employee hired to fill this position shall, upon hiring become a member of CUPE Local 4801.

This LOU shall be subject to the bargaining process for the renewal of the Collective Agreement between the parties and either party desiring to terminate this LOU shall be able to do so by providing the other party thirty (30) days written notice.

Signed on behalf of the Town of
Glovertown:

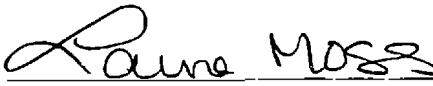


Mayor

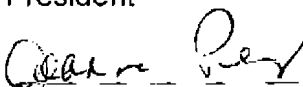


Witness

Signed on behalf of the Canadian
Union of Public Employees, Local
4801:



President



Witness

Dated this 7 day of March, 2025.

LETTER OF UNDERSTANDING

Between the Town of Glovertown

And the Canadian Union of Public Employees, Local 4801

RE: Duties of the Janitor/Labour Classification

The parties agree that watering and weeding of all Town planters and flower boxes will be removed from the duties of the Janitor/Labourer classification.

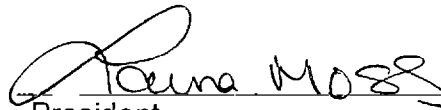
It is understood and agreed that the above will not affect the forty (40) hours a week for the position, nor the number of weeks worked. It will also not result in a later seasonal start or shortened season of employment.

Signed on behalf of the Town of
Glovertown:

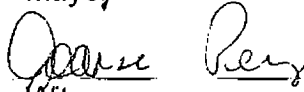
Signed on behalf of the Canadian
Union of Public Employees, Local
4801:



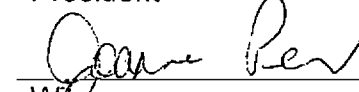
Mayor



President



Witness



Witness

Dated this 7 day of MARCH, 2025.