COLLECTIVE AGREEMENT

between

TOWN OF PARADISE

and

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES
LOCAL 7814

January 1, 2017 to June 30, 2020

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* Denotes new language

THIS AGREEMENT made this _____ day of _____,

Anno Domini, Two Thousand and Seventeen;

BETWEEN:

THE TOWN OF PARADISE

of the one part;

AND

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part;

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

ARTICLE 1 PREAMBLE

1:01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Association 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 rights of the parties signatory to this Agreement.

1:02 In the event that there is a conflict between the context of this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or policies.

ARTICLE 2 MANAGEMENT RIGHTS

2:01 The Association recognizes and agrees that all the rights, powers and authority both to operate and manage the Town under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

ARTICLE 3 DEFINITIONS

3:01 For the purpose of these conditions:

(a) "Classification" means the identification of a position by reference to a class title and pay range number.

(b) "Council" is the Council of the Town of Paradise.

(c) "Day of rest" means a calendar day on which the employee is not normally scheduled to work.

(d) "Day" means a working day unless otherwise noted.

(e) "Demotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification carrying a lower pay range number.

(f) "Employee" or "employees" where used is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment

contained in the bargaining unit. Whenever the masculine is used in this Agreement, it shall refer equally to the feminine and the singular shall refer equally to the plural, but only in such instances as the context shall require.

(g) "Employer" means the Town of Paradise as represented by the Council or the duly designated representative of the Employer.

(h) "Grievance" is a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.

(i) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday.

(j) "Layoff" means the termination of employment of an employee because of lack of work or because of the abolition of a post, however, the employee retains, subject to Clause 13:04, all those rights specified in Article 15.

(k) "Leave of absence" means absence from scheduled duty with the permission of the Employer.

(l) "Month of service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay less than twenty (20) working days.

(m) "Notice" means service of such notice in writing which is hand delivered or delivered by registered or certified mail.

(n) "Overtime" means work performed by an employee in excess of the scheduled work day or work week, subject to Article 17, Clause 17:01 (b).

(o) "Part-time employee" means a person who is regularly employed 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.

(p) "Permanent employee" means a person who has

completed his/her probationary period and is employed on a full time basis without reference to any specified date of termination of service.

(q) "Probationary employee" means any person who has been employed for a period less than the prescribed probationary period, but does not include a Temporary employee hired for a period of four (4) months or less.

(r) "Probationary period" is defined in Article 12:01(a).

(s) "Promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification giving a higher pay range number.

(t) "Reclassification" means any change in the current classification of an existing position.

(u) "Schedule" means a listing of working time which has been put into writing. Such schedules must be posted in an accessible place in order to take effect.

(v) "Seasonal employee" means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic re-assignment in various positions because of the nature of their work.

* (w) "Seniority" is defined as length of service with the Employer and shall, for permanent full time employees, be the date from the most recent date of hire by the Employer. Seasonal and part-time employees' seniority shall be determined by hours of service.

(x) "Standby" means any period of time during which an employee is required to be available for recall to work.

(y) "Temporary employee" means a person who is employed for a specific period or for the purpose of performing certain specified work or for the purpose of replacing a specific Permanent or Part-time employee and who may be laid off at the end of such period or upon completion of such work, but does not include seasonal or probationary employees.

(z) "Week" means a period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at

2400 hours on the following Saturday night.

(aa) "Year" means the period extending from the first day of January in one year to the thirty-first (31) day of December in the succeeding year or where the context requires, shall mean a period of twelve (12) consecutive months.

(bb) "Vacancy" means an opening in a permanent, seasonal, or temporary position which is in excess of three (3) months' duration and in respect of which there is no employee eligible for recall.

(cc) "Outside Workers" - those employees in classifications whose duties involve mostly working outside the Town's Office or out of doors.

(dd) "Inside Workers" - those employees in classifications whose duties are carried out indoors.

ARTICLE 4 RECOGNITION

4:01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all employees identified in Schedule "A".

4:02 Work of the Bargaining Unit

Persons who are not employed in a position in the bargaining unit shall not work in positions which are included in the bargaining unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not available, and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

4:03 No Other Agreements

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

4:04 In the interest of maintaining a harmonious relationship between the Employer, its employees and the Association, both parties to this Agreement recognize the value and rights of Shop Stewards and Local President. By investigating

complaints of an urgent nature, investigating, preparing and presenting grievances on behalf of employees, carrying out assigned safety committee responsibilities and attending management meetings when requested, it is hoped that Shop Stewards will encourage and protect a proper Employer/employee relationship in the work place.

4:05 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the members of the bargaining unit. Sites for such facilities are to be determined by mutual consent. The use of such facilities shall be restricted to the business affairs of the members of the bargaining unit and the Association, however, all notices to be posted must first be approved by the Chief Administrative Officer or his/her designate. Such approval shall not be unreasonably denied.

4:06 Association Access

(a) Employees shall have the right at any time to have the assistance of a full time representative of the Association on all matters relating to Employer/employee relationships. Association representatives shall have access to the Employer's premises in order to provide the required assistance.

(b) Permission to hold meetings on the premises shall in each case be obtained from the employer and such meetings shall not interfere with the operations of the Employer.

ARTICLE 5 ASSOCIATION SECURITY

5:01 All employees within the bargaining unit shall become and remain members in good standing of the Union as a condition of employment. Any new employees within the scope of the bargaining unit shall as a condition of employment become members in good standing at the commencement of their employment.

5:02 Such employees will be advised that the Employer will not recognize any withdrawal of membership after being hired.

5:03 Upon employment an employee will be provided with information concerning:

(a) duties and responsibilities;

(b) starting salary and classification;

(c) terms and conditions of employment;

(d) the fact that an Association Agreement is in effect; and

(e) dues check-off.

5:04 Where a Shop Steward is available, the employee will be introduced to him/her as soon as possible.

5:05 Interviewing Opportunity

A representative of the Association shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Association membership.

ARTICLE 6 CHECK-OFF

6:01 The Employer shall deduct from the salary or wages of all employees within the bargaining unit the amount of membership dues and forward same bi-weekly to the Association accompanied by a list of employees showing:

(a) the contributions of each;

(b) the employee's full name and position classification;

(c) changes from previous list, e.g., additions, deletions, employee status, layoff, resigned, promoted outside the bargaining unit, etc.

6:02 The Employer agrees that when issuing T4 slips the amount of membership dues paid by an employee to the Association during the current year will be recorded on his/her T4 statement.

6:03 The Association shall inform the Employer of the authorized deductions to be made.

ARTICLE 7 CORRESPONDENCE

7:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer or his/her designate, on behalf of the Employer, and the President of the Association, on behalf of the Association, with a copy to the Chief Shop Steward.

ARTICLE 8 GRIEVANCE PROCEDURE

8:01 Definition of Grievance

A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.

8:02 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Association Stewards to assist any employee in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

8:03 Shop Stewards

The Employer acknowledges the right of the Association to appoint or elect three (3) Shop Stewards.

8:04 Names of Stewards

The Association shall notify the Employer in writing of the name of each Shop Steward before the Employer shall be required to recognize him/her.

8:05 Processing of Grievances

Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative.

8:06 Permission to Leave Work

It is agreed that Shop Stewards will not absent themselves from their work location for the purpose of handling grievances without first obtaining permission of the Shop Steward's Supervisor and that permission will not be unreasonably

withheld.

8:07 Settling of Grievances

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

Step 1

Any employee who feels that he is aggrieved as defined in Clause 8:01 shall, within five (5) working days of becoming aware of the occurrence leading to the grievance, with his Shop Steward, submit the grievance in writing to his Manager or designate, at which time an earnest effort will be made to settle the grievance. The Supervisor shall render his decision, in writing, within five (5) working days after receipt of the grievance.

Step 2

Failing settlement at Step 1, the employee, with the Steward may, within five (5) working days of receiving the reply at Step 1 submit the grievance in writing to the Chief Administrative Officer who shall give the response within five (5) working days.

Should either party so request, the parties shall meet to discuss the circumstances of the grievance within five (5) days of the receipt of the grievance at Step 2, and in such event, the Chief Administrative Officer shall respond in writing within five (5) days of the meeting rather than as stated above.

Step 3

Failing settlement of the dispute at Step 2, the matter may be referred to arbitration within fifteen (15) working days of receipt of the decision at Step 2.

8:08 Notwithstanding any other provisions of this Article, time limits fixed by this Article shall be considered mandatory. Failure to meet same by the Association shall be fatal to the grievance. If the Employer fails to meet the time limits so fixed by this Article, the grievance shall be deemed to be upheld and the redress sought implemented.

8:09 Where the immediate Supervisor of an employee is the Chief Administrative Officer, or where a dispute arises involving a question of general application or interpretation of this

Agreement, the Association or the employee, as the case may be, may initiate a grievance at Step 2.

8:10 Association May Institute a Grievance

The Association 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.

8:11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all Steps, except Step 1.

8:12 Facilities for Grievance Meetings

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

8:13 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 33:01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

8:14 Technical Objections to Grievances

Notwithstanding Clause 9:07, no grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a step in the Grievance Procedure.

ARTICLE 9 ARBITRATION

9:01 Notification of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered or certified mail addressed to the other party of the Agreement. The request shall include a suggested name to act as sole Arbitrator in the dispute.

9:02 Failure to Agree

If the parties fail within ten (10) working days to agree on an acceptable Arbitrator, either party may request the Minister responsible for Labour Relations within the Province of Newfoundland and Labrador to appoint an Arbitrator.

9:03 Arbitration

The Arbitrator shall determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representations. In his/her attempts at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures.

9:04 Decision of the Arbitrator

The decision of the Arbitrator shall be enforceable on both parties. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. The Arbitrator shall, however, have the power to dispose of a grievance by any arrangement which he/she deems just and equitable and which is normally acceptable in arbitral jurisprudence.

9:05 Disagreement on Decision

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

9:06 Expenses of the Arbitrator

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

9:07 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedures of this Agreement are mandatory and shall not be amended except by mutual agreement in writing between the parties. Any request for amendment shall be made prior to the expiration of the original time limits.

9:08 Witnesses

At any stage of the Grievance or Arbitration Procedures the parties shall have the assistance of any employee concerned as witness and any other witness. Employees appearing as witnesses shall be considered on paid leave with no loss of wages or benefits.

9:09 Conflict of Interest

No person

(a) who has any pecuniary interest in the matters referred to the Arbitration Board; or

(b) who is acting or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties;

shall be appointed to act as Arbitrator.

9:10 Notwithstanding the provisions of 9:01, the Employer or Union may, for any given arbitration, specify the use of a Board rather than a sole Arbitrator. Such options shall be exercised reasonably.

ARTICLE 10 LABOUR MANAGEMENT COMMITTEE

10:01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Association and two (2) representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Association representatives selected. The Committee is to meet every six (6) months or as the need arises.

10:02 Function of Committee

The Committee shall concern itself with the following general matters:

(a) promoting safety and sanitary practices;

(b) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);

(c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

10:03 Meetings of Committee

* (a) The Committee shall agree to set dates to meet every three (3) months or as need arises at a mutually agreeable time and place. Employees shall not suffer any loss of pay for time spent with the Committee.

* (b) With the approval of the employee's supervisor, members of the Labour Management Committee shall be given one (1) hour before a meeting to prepare.

10:04 Chairman of the Meeting

The meetings of the Committee shall be chaired by the Employer's representative and the Vice-Chairman will be selected by the Association.

10:05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairman and Vice-Chairman as promptly as possible after the close of the meeting. The Chairman and Vice-Chairman shall each receive four (4) copies of the minutes within three (3) days following the meeting.

10:06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Association or of the Employer and does not have the power to bind either the Association or its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Association and the Employer with respect to its discussions and conclusions.

ARTICLE 11 OFFICE CLOSURE DUE TO WEATHER CONDITIONS / EMERGENCY SITUATIONS

11:01 Adverse Weather Conditions Resulting in Office Closure

(a) The following provision shall apply to inside workers only and does not apply to Public Works Staff, Municipal Enforcement Officers, Recreation Labourer and Parks and Recreation Maintenance when a state of adverse weather conditions exists which results in a decision by the Employer to close the Town's office:

(I) All employees are required to report for duty as scheduled unless otherwise notified by the Employer.

(ii) When an employee through no fault of his/her own is unable to report to work because of a state of adverse weather conditions resulting in a decision by the Employer to close the Town's office, such employee(s) shall suffer no loss of pay or other benefits nor shall he/she be required to make up in any way for time lost due to not reporting for work.

(iii) Notwithstanding 11:01 (a) (I) above, the Employer reserves the right to close down or reduce staffing levels in any department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of 11:01 (a) (ii) above.

(iv) An employee who works after the closure of the Town's office by the Employer due to adverse weather conditions will be paid at the rate of time and one-half (1 ½) for all hours worked.

(v) For the purpose of this Article, the Employer is defined as the Chief Administrative Officer or his/her designated representative.

(vi) Any employee required to work more than sixteen (16) continuous hours during adverse weather conditions shall be paid double time (2) for all hours worked after sixteen (16) hours.

11:02 If employees are sent home by the Employer, they shall not be required to compensate the Employer for such time lost.

11:03 Emergency Situations

It is understood and agreed that emergency situations that warrant immediate attention can arise at any time. For the purpose of this Clause, emergency means any incident or event which, in the opinion of the Employer, creates a risk to persons or property.

11:04 If an emergency situation is declared by the Employer, the following provisions shall apply:

(a) Employees who are actively working at the time that the emergency is declared and who, in the Employer's opinion, are needed to respond to the emergency, shall remain at work until such time as the Employer otherwise directs.

(b) If an emergency situation is declared at a time when employees are not actively at work, those employees who, in the Employer's opinion, are necessary to respond to the emergency shall be required to work if and when so directed by the Employer.

(I) The calling in of employees under this Clause shall be by non-bargaining unit members provided that an authorized non-bargaining unit member is actively at work and available to call the employees at the time they are needed to respond to the emergency.

(ii) In the event that an employee cannot be reached to respond to an emergency as directed, the Chief Administrative Officer or his/her designated representative shall be immediately notified.

11:05 Employees who report to work as required under this Clause who are not then on standby will receive standby pay in accordance with Clause 17:09, from the end of his or her last shift to a maximum entitlement of 15.5 hours.

11:06 All employees who work during a state of emergency declared by either the Employer or the appropriate provincial or

municipal authority will be paid at the rate of time and one half (1 & ½) for all hours worked.

11:07 In no case shall there be any pyramiding of benefits.

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

12:01 (a) Probationary Period

The probationary period for new hires means a period of four (4) calendar months of continuous employment from the date of hire, and for part-time employees, the total time of probation shall equal the number of hours normally attributed to four (4) months of work.

(b) Employees who are currently employed by the Town of Paradise who have already completed a probationary period of four (4) calendar months of work will only be required to complete a trial period of sixty (60) days of work when moving to a new position.

(c) Discharge Procedure

The Employer has and has had the right to discipline and discharge employees for just cause. However, any employee who is past the probationary period and claims to have been unjustly disciplined, discharged or suspended shall have the right to be heard in accordance with the Grievance Procedure under this Agreement. Any employee who is disciplined, discharged or suspended shall be provided with written notification within five (5) days of the incident. Such written notification shall state the reason for discipline, discharge or suspension.

(d) Termination of Probationary Employees

The termination of a probationary employee for reasons of unsuitability or incompetence as assessed by the Employer is not subject to the Grievance or Arbitration Procedures.

12:02 Unjust Suspension or Discharge

Should it be determined by the parties hereto or through

arbitration that an employee has been unjustly suspended or discharged, the employee shall be immediately re-instated in his/her former position without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement which is just and equitable in the opinion of the parties or in the opinion of the Arbitrator or Board of Arbitration if the matter has been referred to arbitration.

12:03 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer, shall within five (5) days of the incident, give written particulars of such censure to the employee involved.

12:04 * Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within five (5) working days of the Employer's becoming aware of the event of the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time. The employee's written reply to such notification of dissatisfaction shall become part of his/her record.

Any reprimand or warning given in writing and becoming part of an employee's personal file shall be removed and destroyed after eighteen (18) months have elapsed. (It is not the intention of this section to require an immediate check of each employee's file and the removal of such correspondence, but as files are checked for various reasons, any such reprimands, warnings, etc., will be removed as agreed to under this Article. An employee who has been granted access to his/her file and comes upon such a document has the right to require the Employer to have it removed.)

12:05 Personal Files

There shall be one (1) official personal file which shall contain all adverse reports and records of disciplinary action and this file shall be maintained in the Human Resources Office. An employee shall, at any reasonable time, be allowed to inspect his/her personal file and shall be accompanied by a representative of the Employer and may be accompanied by a representative of the Association, if he/she so desires.

12:06 May Omit Grievance Steps

An employee considered by the Association to be wrongfully or unjustly discharged or suspended or subject to disciplinary action, shall be entitled to a hearing under Article 8, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in cases of suspension or discharge.

ARTICLE 13 SENIORITY

13:01 * Seniority Defined

Seniority is defined as length of service with the Employer and shall, for permanent full time employees, be the date from the most recent date of hire by the Employer.

Seasonal and part-time employees' seniority shall be determined by hours of service.

Seniority shall operate on a bargaining unit wide basis.

Permanent employees will be senior to part-time and seasonal employees.

When more than one employee is hired on the same day, seniority shall be determined by the ranking in the competition where the highest ranked shall have more seniority.

13:02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service with the Employer commenced and the actual seniority earned by the employee in the Bargaining Unit. An up-to-date seniority list shall be

forwarded to the Association. Each employee shall receive a written copy of the seniority list in January of each year.

13:03 Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary basis in accordance with Clause 12:01 of this Agreement. Notwithstanding Clause 12:01 (c), during their probationary period such employees shall be entitled to all benefits and rights of this Agreement.

Employees who remain in the employ of the Employer for their complete period of probation shall have seniority effective from their most recent date of hire by the Employer.

13:04 Loss of Seniority

An employee shall lose his/her seniority in the event that:

(a) he/she is discharged for just cause and is not re-instated by an Arbitrator or under the Grievance Procedure;

(b) he/she resigns in writing;

(c) he/she is absent from work in excess of five (5) working days without the approval of the Chief Administrative Officer or without sufficient cause;

(d) he/she fails to return to work within two (2) working days following a layoff and after being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the employee to keep the Chief Administrative Officer or designate informed, in writing, of his/her current address. An employee who is recalled for casual work or employment at a time when he/she has employment which will continue for a greater duration than the recall period shall not lose his/her recall rights for refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of notice of recall, the employee shall, within one (1) working day, notify the Chief Administrative Officer or designate whether or not he/she will return to work;

(e) he/she is laid off or on leave without pay for a period longer than twenty-four (24) months.

13:05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority while outside the unit.

An employee permanently transferred outside the bargaining unit shall lose all seniority in the bargaining unit.

13:06 New employees hired to staff positions, as in Clause 14:03 (b), shall not accrue seniority unless the period of employment exceeds the probationary period. In the event that the period of employment exceeds the probationary period, the employee in question shall accrue seniority and other benefits from the date of hire as would be the case in the staffing of a vacancy or new position.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14:01 Job Postings

When a vacancy occurs or a new position is created either inside or outside the bargaining unit, the Employer shall post a notice of the position in accessible places in the Employer's premises for a period of not less than seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Chief Shop Steward.

14:02 Information on Posting

For vacancies or new positions inside the bargaining unit such notices shall contain the following information: title of position, qualifications, required knowledge and education, skills, wage or salary rate or ranges, and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "The Town is an Equal Opportunity Employer".

14:03 Procedure for Filing Vacancies

(a) No position will be filled from outside the bargaining unit until the applications of present employees have been fully processed.

(b) Notwithstanding the provisions of Clause 14:03 (a) above, it is agreed that in the event that an existing permanent or temporary position must be staffed for a period of three (3) months or less, the Employer may proceed to staff that position without resorting to the posting procedure. The Employer will post all vacancies for bargaining unit positions greater than three (3) months' duration. The Employer agrees, however, to ensure that other employees are aware of the opening and to accommodate current employees who may want to temporarily transfer, provided their qualifications meet the required standards of the position in question.

14:04 Role of Seniority in Promotions and Transfers

(a) Both parties recognize:

(I) the principle of promotion within the service of the Employer;

(ii) that job opportunity should increase in proportion to length of service.

Therefore, when a vacancy occurs in an established position within the bargaining unit or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference on seniority basis for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position as advertised in the job posting.

(b) Role of Seniority in Promotions and Transfers for Supervisory Position Within the Bargaining Unit

Notwithstanding Clause 14:04 (a), both parties recognize that with respect to supervisory positions within the bargaining unit;

(i) opportunity for promotion should increase with the length of service;

(ii) when a vacancy occurs in an established position within the bargaining unit or when a new position is created within the bargaining unit in evaluating candidates, the Employer shall consider these criteria: qualifications, ability and seniority;

(iii) where the candidates are evaluated as being relatively equal, the service candidate shall be selected for an appointment; and

(iv) supervisory positions within the bargaining unit will be filled from within the existing bargaining unit at the time of posting.

14:05 Trial Period

The successful applicant shall assume his/her new duties on a trial basis for two (2) months of work. The Employer shall confirm the employee's appointment after the trial period of two (2) months of work, unless the Employer deems the employee's service unsatisfactory. In the event that 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, he/she shall be returned to his/her former position, wage or salary rate, if not redundant, and if redundant, then to a comparable position, wage or salary rate of his/her former position and without loss of seniority if such a comparable position is available. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to his/her former or to a comparable position, wage or salary rate, without loss of seniority, if such a comparable position is available. The Union and the Employer may agree to an extension of the trial period.

14:06 Notification of Successful Applicant

Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant with a copy to the Chief Shop Steward.

14:07 Workers With Disabilities Provision

An employee who has become incapacitated by injury, illness or compensable occupation disablement will be employed in other work which he/she is able to perform provided that a

suitable position is available and the applicable rate of the new position will apply. Such an employee shall not displace an employee with more seniority.

ARTICLE 15 LAYOFF AND RECALL

15:01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority provided that those employees being retained are qualified to perform the work required. A laid off employee shall have the right to bump a junior employee provided that employee is qualified to perform the work required.

15:02 Recall Procedure

Employees shall be recalled in order of seniority provided that those employees being recalled are qualified to perform the work required.

15:03 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, provided that those recalled are qualified to perform the work required.

15:04 Advance Notice of Layoff

Except where legislation is more favourable to an employee, the Employer shall notify employees who are to be laid off no less than ten (10) days prior to the effective date of the layoff. If, through no fault of his/her own, the employee has not had an opportunity to work the days of notice as provided in this Clause, he/she shall be paid wages or salary, exclusive of overtime, that he/she would have earned during the notice period.

ARTICLE 16 HOURS OF WORK

16:01 (a) For inside workers, the scheduled work week shall be thirty-five (35) hours per week, Monday through Friday,

and the scheduled work day shall be seven (7) consecutive hours per day between the hours of 7:30 a.m. to 5:00 p.m., exclusive of a one (1) hour meal break per day. The seven (7) consecutive hours shall be flex hours with starting and quitting times to be mutually agreed upon between the employee and Employer, however, there will be no flex hours between core business hours of 10:00 a.m. and 3:00 p.m.

* (b) For Public Works Division, the scheduled hours of work shall be eight (8) hours per day, Monday through Friday, between the hours of 7:30 a.m. and 4:00 p.m. There shall be an unpaid meal period of one-half (½) hour.

Employees scheduled for standby during the winter season will be paid in accordance with Clause 17:09. For the purpose of standby, the winter season will start the first Friday in November but no later than November 7th and ends on Friday no earlier than March 31st.

Notwithstanding the above, the hours of work during the winter season may be varied on a daily basis (Monday through Friday). During this period if an employee is working the 4:00 a.m. to 12:00 noon shift and is called to work during the four (4) hours prior to his/her start of shift, applicable overtime rates will apply. If an employee is working the hours of 7:30 a.m. to 4:00 p.m. and on standby during this period and is called in prior to his/her start of the shift, applicable overtime rates will apply, however, the Employer retains the right to send an employee home prior to 4:00 p.m. due to weather and road conditions or if the employee and Employer agrees that he/she is to be sent home. During the winter season (winter season to be determined by the Employer based on weather considerations), if any employee(s) has his/her hours of work varied, he/she shall receive an additional one dollar and fifty cents ($1.50) per hour shift differential.

(c) For the Recreation and Leisure Division, the regular work day for full time employees (with the exception of the Recreation Technicians, Recreation Labourer, Parks and Recreation Maintenance and Co-ordinator of Recreation and Development) shall be eight (8) hours per day, forty (40) hours per week, exclusive of meal breaks. These

hours of work may be scheduled from Sunday to Saturday.

16:02 The present summer hours in effect shall remain in effect during the summer period. The summer hours shall commence on the first Monday after the Victoria Day weekend and shall end at the close of business on the Friday immediately preceding Labour Day.

16:03 Employees shall be permitted two (2) fifteen (15) minute rest periods per shift.

16:04 The days of rest for employees shall be Saturday and Sunday each week, subject to the provision of Clause 16:01 (c) and Clause 16:05 (a).

16:05 This Clause is specifically in respect of the work scheduling of Municipal Enforcement Officers.

(a) The Municipal Enforcement Officers shall be on a normal forty (40) hour work week based upon an agreed shift schedule. The shifts shall, where practicable, be scheduled weekly between the hours of 4:00 a.m. and 12:00 midnight, Sunday through Saturday, and may be consecutive or overlapping on a daily basis, if and as required.

(b) Shift Schedule

The working schedule of the position of Municipal Enforcement Officers showing the shifts and days off work shall be posted in an appropriate place at least two (2) weeks in advance. When an employee's days off are changed without having been given at least forty-eight (48) hours' prior notice of having to work on his/her days off, he/she shall be paid time and one-half (1 ½) his/her regular hourly rate for each hour worked on the scheduled days off.

16:06 Change of Shift

(a) When an employee's regularly scheduled shift is changed to another shift in that day, he/she shall be given prior notice as follows:

(i) thirty-six (36) hours' notice before the originally scheduled shift, if the rescheduled shift occurs after the originally scheduled shift;

(ii) thirty-six (36) hours' notice before the rescheduled shift, if the rescheduled shift occurs before the originally scheduled shift.

Should the required notice not be given in accordance with this Article, the employee shall be paid at the rate of time and one-half (1 ½) his/her regular hourly rate for the shift worked.

In cases where the employee's regularly scheduled shift is changed, it is the responsibility of the Employer to notify the employee affected by the change before he/she reports to work for the shift in question.

* (b) (i) There shall be no split shifts for full time employees.

* (ii) The minimum hours of work shall be three (3) hours and the maximum number of three (3) hour assignments shall be two (2), unless mutually agreed otherwise.

(c) Employees are permitted to exchange their shifts provided that the Employer is notified and approves of the change.

(d) In the event a state of emergency is declared, the provisions of Clause 16:06 (a), (b) and (c) shall not apply.

16:07 An employee who is called to work without prior notice before the beginning of his/her regular shift shall not be required to leave until completion of his/her regular shift. An employee so affected shall receive two (2) hours of callback pay at one and one-half (1 ½) times his/her regular hourly rate in addition to his/her normal day's pay.

16:08 The Employer will, except where mutually agreed otherwise, give employees eight (8) clear hours between shifts and give eight (8) hours' rest period in any calendar day. For the purpose of this Clause, clear hours shall mean consecutive

hours and if an employee is on standby for eight (8) hours and is not called to work, then those eight (8) hours will be considered clear.

ARTICLE 17 OVERTIME

17:01 Definition of Overtime

(a) Full Time Employees

All time worked by a full time employee before or after his/her regularly scheduled daily or weekly hours shall be considered overtime.

(b) Part-time and Temporary Employees

All time worked by a part-time or temporary employee in excess of full time hours on a daily or weekly basis shall be considered overtime.

(c) Approval of Overtime

All overtime is subject to the prior approval of the Chief Administrative Officer or his/her representative designated for the place of work where the overtime is to be worked.

17:02 Normal Overtime Rate

(a) Subject to Clause 17:02 (b) and 17:10, the normal overtime rate shall be either pay or time off at the rate of time and one-half (1 ½).

(b) An employee whose regular hours of work are Monday to Friday, who is required to work on Sunday shall be paid double time (2) for all hours worked on Sunday. An employee whose regular hours of work are not Monday to Friday, who is required to work on his/her second consecutive day of rest shall be paid double time (2) for all hours worked on his/her second consecutive day of rest.

(c) Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime

rate at a date to be mutually agreed between the employee and the Chief Administrative Officer or his/her designated representative. The employee's decision to receive time off must be conveyed to the Chief Administrative Officer or his/her designated representative within seventy-two (72) hours of the conclusion of the overtime.

17:03 Meal Periods

An employee recalled to work during his/her meal period shall be paid double time (2) for all time worked during the meal period.

17:04 Sharing of Overtime

Overtime and callback shall be distributed on an equal opportunity basis among employees who are qualified to perform such work. Except in cases of emergency as defined in Clause 11:03, employees shall have the option to refuse overtime.

17:05 Callback

* (a) An employee who has left his/her place of work and subsequently is called back to work outside his/her normal working hours shall be paid a minimum of two (2) hours at the applicable rate provided that the period worked is not contiguous to his/her scheduled working hours.

* (b) An employee who is called back to work and completes the work in less than the minimum two (2) hours and is subsequently recalled within the two (2) hour minimum receives only the benefit of the two (2) hours once. However, should the total time on both calls exceed the two (2) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.

17:06 No Layoff to Compensate for Overtime

An employee shall not be laid off during regular hours to equalize any overtime worked.

17:07 Calculating of Overtime Rates

An employee who is absent on approved time off during his/her 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 he/she had worked during his/her regular hours during such absence.

17:08 Overtime on an Employee's Day Off

An employee who works on his/her day off shall be paid time and one-half (1 ½).

17:09 Standby

* (a) An employee required to perform standby duty shall be paid three dollars and fifty cents ($3.50) for each hour of shift on standby which shall be no less than three (3) hours.

* (b) When standby is required on a statutory holiday, the rate of remuneration shall be seven dollars ($7.00) for each hour of shift on standby. Minimum standby shift shall be three (3) hours.

17:10 With the exception of Christmas Day, Christmas Eve, New Year's Day, New Year's Eve and Boxing Day, and the provisions of Clause 17:02 (b), where employees will be paid double time (2), all other overtime shall be at one and one-half times (1 ½) the hourly rate. In any event, there shall be no pyramiding of benefits.

ARTICLE 18 HOLIDAYS

18:01 Paid Holidays

Employees shall receive one (1) day paid leave for each of the fifteen (15) holidays as follows:

(a) New Year's Day

(b) Good Friday

* (c) Victoria Day

(d) Discovery Day

(e) Memorial Day/Canada Day

(f) Orangeman's Day

(g) First Monday of August

(h) Labour Day

(i) Thanksgiving Day

(j) Armistice Day

* (k) Christmas Eve Day when Christmas Eve falls on Monday to Friday (If Christmas Eve falls on a Saturday or Sunday, there shall be no paid holiday.)

(l) Christmas Day

(m) Boxing Day

(n) Second half of New Year's Eve

(o) All permanent employees who work full time hours shall be entitled to two (2) floating holidays to be taken on an individual employee basis. All other employees shall be entitled to one (1) floating holiday for each six (6) months of accrued service, that shall only be taken during a period when these employees are actually being employed by the Town. All floating holidays shall be taken at times scheduled by mutual consent.

And any other day designated as a holiday by the Provincial Government or the Employer.

18:02 <u>Compensation for Holidays Falling on Scheduled Days Off</u>

When any of the aforementioned paid holidays fall on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) days and on a mutually agreed date. If such time off cannot be taken within sixty (60) days, the employee will be paid one (1) day's regular pay in lieu of time off.

18:03 Paid Holidays During Leave

If an employee is on paid sick leave that the paid holiday is designated, the employee shall be charged for the paid holiday and there shall be no reduction from the employee's sick leave.

ARTICLE 19 ANNUAL LEAVE

19:01 Length of Vacation

The maximum annual leave which an employee shall be eligible for in any year shall be as follows:

Years of Service	Number of Days
Up to two (2) years	Ten (10)
Two (2) to eight (8) years	Fifteen (15)
Eight (8) to twenty (20) years	Twenty (20)
Twenty (20) and over	Twenty-five (25)

The following provisions respecting annual leave shall apply:

(a) No annual leave may be taken by an employee until he/she has completed the required probationary period.

(b) When an employee has had not less than sixty (60) days of service, he/she may anticipate annual leave to the end of the period of his/ her authorized employment or to the end of the year concerned, whichever is the shorter period.

(c) When an employee becomes eligible for a greater amount of annual leave he/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.

* (d) Part-time and seasonal employees shall receive vacation pay in lieu of annual leave entitlement.

19:02 For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than one-half (½) of the days in the first or last calendar month of his/her service shall,

in each case, be deemed to have had a month of service.

19:03 (a) Annual leave shall not be taken except with the prior approval of the Chief Administrative Officer or desigate. However, subject to the operational requirements of the Employer, the Chief Administrative Officer or designate shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the employee.

(b) Vacation Schedule

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.

(c) Selection of Vacation Dates

Preference in vacation dates shall be regulated according to a rotation plan. The initial placing of employees in the rotation plan will be in accordance with seniority; thereafter, the rotation plan will proceed.

19:04 (a) Subject to the requirements of the Employer the Chief Administrative Officer will make every reasonable effort not to recall an employee to duty after he/she has proceeded on annual leave.

(b) In the event the Employer must recall an employee to duty after he/she has proceeded on annual leave, then the Employer shall pay the employee double (2) time for all hours worked plus the day(s) will be credited to the employee for use at a later date.

19:05 An employee may carry forward to another year any portion of annual leave not taken by him/her in previous years up to a maximum of thirty (30) days in each year. Where an employee is unable to take his/her vacation at the scheduled time because he/she has, at the Employer's request, agreed to work or by reason of him/her being on sick leave or Workers' Compensation, an employee may carry forward to the next year annual leave not taken in the previous year.

19:06 (a) An employee who becomes ill while on annual leave may change the status of his/her leave to sick leave effective

the date of notification to the Employer.

(b) In the case of an employee who is admitted to hospital while on annual leave, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to hospital.

19:07 For the purpose of this Article, employees who are re-employed by the Employer after layoff or termination and provided the employee is rehired within two (2) years, may have service prior to layoff or termination credited to them for annual leave purposes.

ARTICLE 20 SICK LEAVE

20:01 Sick Leave Defined

Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the Workplace Health, Safety and Compensation Act. Employees unable to attend work for their scheduled hours by virtue of sickness shall call his/her Supervisor or designate at least one (1) hour before the scheduled start time for their shift in order to notify their immediate supervisor that they will be absent.

20:02 Paid Sick Leave

(a) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service to a maximum of 480 days. This Clause is retroactive to the employee's original date of employment.

(b) Notwithstanding Clause 20:02 (a), an employee is eligible to accumulate sick leave with full pay at the rate of one (1) day for each month of service to a maximum of two hundred and forty (240) days to an employee hired after August 24, 2009.

* (c) If an employee incurs a cost for a doctor's note required by the Employer, the Employer will reimburse the employee of the cost.

20:03 Deduction from Sick Leave

With the prior approval of his/her Supervisor, employees shall be allowed to take up to three (3) hours of sick leave in order to engage in personal preventative medical and dental care, which will not be deducted from his/her sick leave bank.

20:04 (a) Proof of Illness

Before receiving sick leave with full pay, an employee may be required by the Employer to produce a medical certificate for illness in excess of three (3) consecutive working days, certifying that he/she is unable to carry out his/her duties due to illness. In any event, sick leave in excess of six (6) working days in the aggregate in any calendar year shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the Chief Administrative Officer.

(b) In the event of an illness or physical impairment which prevents the employee from carrying out the full range of duties in the job description and the Employee seeks to be accommodated by the Employer, the Employer can require the employee to undergo an independent medical examination by a physician or occupational therapist agreed upon by the Association and the Employer. The cost of the examination will be borne by the Employer.

20:05 Sick Leave During Leave of Absence and Layoff

When an employee is given paid vacation or special paid leave of absence or when he/she is absent from work and receiving Worker's Compensation, he/she shall receive on his/her return to work sick leave credit for the period of such absence. When an employee is laid off on account of lack of work for a period of less than twenty-four (24) months and returns to work upon expiration of such layoff, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her accumulative credit, if any, existing at the time of such layoff.

20:06 Extension of Sick Leave

(a) An employee with more than two (2) years of service who has exhausted his/her sick leave credits may be allowed, in the event of illness in excess of fifteen (15) days, an

extension of his/her sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon his/her return to duty with the Employer from his/her normal monthly accumulation.

(b) When an employee has used the maximum of sick leave which may be awarded to him/her in accordance with this Agreement, he/she may elect, if he/she is still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if he/she is eligible to receive such leave and if not, on special leave without pay. Medical certificates shall be submitted as required by the Employer.

(c) Where an employee has proceeded to special leave without pay under circumstances outlined in Clause 20:06 (b), such leave shall be limited to the time certified as necessary by a qualified medical practitioner for recovery. When it becomes apparent that recovery is unlikely, the employee will be required to apply for any pension benefits to which he/she may be entitled. If no benefit is available, the employee shall be terminated.

20:07 Sick Leave Records

In January of each year the Employer shall advise each employee of the amount of sick leave accrued to his/her credit and the number of days of sick leave taken by him/her up to and including the previous 31st day of December.

20:08 Injury on Duty

An employee who is injured during working hours and is either required to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift or work day at his/her regular rate of pay without deduction from sick leave.

20:09 Sick Leave During Special Leave Without Pay

An employee on special leave without pay in excess of twenty (20) days in total in the calendar year shall not accumulate sick leave during such period of special leave without pay.

20:10 Sick Leave Credits for the Last Month of Employment

For the purpose of this Article, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of his/her service computed in full or one-half days shall be deemed to have a month of service.

ARTICLE 21 LEAVE OF ABSENCE

21:01 Negotiation Pay Provision

Representatives of the Association not to exceed two (2) employees shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on or to take part in negotiation meetings between the Association and the Employer.

21:02 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employment temporarily in connection with the grievance or Arbitration Procedure.

21:03 Leave of Absence for Association Business

(a) Upon written request by the Association to the Chief Administrative Officer, leave of absence with pay and without loss of benefits shall be granted by the Chief Administrative Officer to employees elected or appointed to represent the Association at Association functions, including the functions listed in paragraph (b) hereof, up to a limit of a total of ten (10) working days per year accumulated for the entire bargaining unit. On reasonable notice to the Chief Administrative Officer, an additional five (5) days shall be granted without pay and without loss of seniority if the above number of days proves to be insufficient for such Association functions. Leave of absence without pay shall be granted to the Executive and/or Shop Steward to attend Executive and Committee meetings of the Association, its affiliated or chartered bodies. It is understood that the Association will give the Employer two (2) weeks' notice of such leave.

(b) Association functions shall be limited to the Component Convention and the Biennial Convention of the Newfoundland and Labrador Association of Public and Private Employees, the Convention of the Canadian Labour Congress, the Convention of the Newfoundland and Labrador Federation of Labour, the Convention of the National Union of Public and General Employees, educational seminars sponsored in whole or in part by the Association and meetings of the Provincial Executive and the Provincial Board of Directors.

(c) Additional leave without pay for the purpose of attending to Association business may be granted by the Chief Administrative Officer if requested on a reasonable basis.

21:04 Leave of Absence (Unpaid) for Full Time Association Representatives

An employee who is selected or elected to a full time position with the Association or any body with which the Association is affiliated shall be granted leave of absence without loss of seniority or accrued benefits for a period of one (1) year. Such leave shall be renewed for one (1) additional year in the event an employee is filling an elected position.

21:05 Bereavement Leave

Subject to Clause 21:05 (d) an employee shall be entitled to bereavement leave with pay as follows:

(a) In the case of the death of an employee's child, spouse or common-law spouse, five (5) consecutive days.

(b) In the case of the death of an employee's mother, father, brother, sister, legal guardian, grandmother, grandfather, grandchild, mother-in-law, father-in-law, fiancee, or near relative living in the same household, three (3) consecutive days.

(c) In the case of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day.

(d) If the death of a relative referred to in Clause 21:05 (a) and (b) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4)

consecutive days for the purpose of attending the funeral provided the funeral takes place outside the Province and provided the employee actually attends the funeral.

(e) In cases where extraordinary circumstances prevail, the Employer at its discretion, may grant special leave with pay for bereavement up to a maximum of two (2) days in addition to that provided in Clauses 21:05 (a), (b) and (c).

21:06 Maternity/Adoption/Parental Leave

(a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article provided that the employee has provided notice to the Employer as required by the Labour Standards Act.

(b) An employee is entitled to a maximum of seventeen (17) weeks pregnancy leave, if applicable, seventeen (17) weeks adoption leave, if applicable, and/or thirty-five (35) weeks parental leave, if applicable. Applicability of such leave will be determined in accordance with the Labour Standards Act. However, the Employer may grant other Leave Without Pay when the employee is unable to return to duty after the expiration of this leave.

(c) Subject to the other provisions of the Collective Agreement, an employee may return to duty after giving his/her Employer two (2) weeks' notice of his/her intention to do so.

(d) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.

(e) Periods of maternity/adoption/parental leave under this Article shall count for annual leave, sick leave, severance pay and step progression.

(f) Periods of maternity/adoption/parental leave under this Article shall count for seniority purposes.

(g) Employees on maternity/adoption/parental leave under this Article will have the option of continuing to pay their portion of the Group Insurance Plan premiums. Where

the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.

(h) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.

(i) While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them.

21:07 Paid Jury or Court Witness

The Employer shall grant leave of absence without loss of pay, seniority, or accumulated benefits to an employee who serves as juror or witness in any Court. The employee will present proof of service that he/she attended as a juror or witness. Any remuneration the employee receives from the Courts will be over and above his/her pay and benefits from the Employer.

21:08 Education Leave

An employee who is upgrading his/her employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course.

21:09 General Leave

With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority in exceptional circumstances provided that the employee has no current or accumulated annual leave available to him/her. The employee shall not accrue service for sick leave or annual leave during the leave without pay that exceeds a month of service.

21:10 Paid Special Leave

Subject to the three (3) conditions set out in sub-paragraphs (i), (ii) and (iii) herein, employees shall be allowed leave of absence with pay to a maximum of seven (7) days total, (employees hired after August 24, 2009, shall be allowed a leave of absence with pay to a maximum of four (4) days total)

cumulative per year for the following:

(a) attend to the temporary care of a spouse or a dependent parent or dependent child;

(b) attend to the needs relating to the birth of an employee's child;

(c) accompany a spouse or a dependent parent or dependent child on a dental or medical appointment;

(d) attend meetings with school authorities;

(e) attend to the needs relating to the adoption of a child;

(f) attend to the needs relating to home or family emergencies;

(g) marriage of employee's child;

(h) employee's marriage;

(i) serious fire or flood in one's home;

(j) moving one's household.

In order to qualify for paid special leave, the employee shall:

(i) provide to the Employer valid reasons why such leave is required;

(ii) demonstrate to the Employer that the employee has endeavoured to a reasonable extent to schedule the event in question during off duty hours but has been unable to do so;

(iii) provide as much notice to the Employer as is reasonably possible.

Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.

A temporary employee shall only be granted family leave if he/she reports to work following a recall and subsequently

qualifies for family leave during that period for which he/she was recalled.

21:11 Extended Unpaid Leave

Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. Such requests shall be made no later than three (3) months prior to the requested commencement of such leave. Permanent employees shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. An employee must accumulate a minimum of twelve (12) months of service upon return from extended unpaid leave in order to qualify for subsequent periods of extended unpaid leave. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22:01 Availability of Salary Cheques

It is agreed that the Employer shall continue to pay salaries every two (2) weeks. Overtime pay will be included in the regular pay cheque for the pay period next succeeding the pay period during which the overtime was earned. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other payroll deductions.

22:02 * Pay on Temporary Transfers, Higher Rated Job

An employee required to fill temporarily a position for which is paid a higher rate of salary than that paid for the employee's regular agreed work shall receive the rate of pay for the position filled. Employees shall be paid for the higher rate of pay for all hours worked.

22:03 Advance Pay for Annual Leave

An employee with more than one (1) year of service or an employee who has earned at least two (2) weeks' vacation, upon giving at least two (2) weeks' notice prior to the pay day preceding the office day on which he/she wishes to receive his/her advanced payment, shall receive prior to commencement of his/her annual vacation any regular pay cheque(s) which may fall due during his/her vacation.

22:04 Legal Fees

The Employer shall pay all legal fees for any action initiated against an employee by virtue of the performance of his/her employment duties. If, however, action is taken as a result of negligence or wilful misconduct on the part of the employee, all legal costs and fees become the responsibility of the employee.

ARTICLE 23 PERSONAL LOSS

23:01 Subject to Clauses 23:02 and 23:03, where an employee suffers any personal loss due to the performance of his or her duties, and where such loss is not due to the employee's negligence, the Employer may compensate the employee for any loss suffered up to a maximum of six hundred dollars ($600).

23:02 All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the Chief Administrative Officer or his/her designated representative.

23:03 This provision shall apply only in respect of personal effects which the employee would reasonably be expected or required by the Employer to have in his possession during the normal performance of his/her duty and would specifically exclude any clothing or equipment which the Employer has provided or in lieu of which the Employer has provided a payment.

ARTICLE 24 STRIKES AND LOCKOUTS

24:01 The Union agrees that during the life of this Agreement there shall be no strikes. The Employer agrees that there shall be no

lockouts during the term of this Agreement.

ARTICLE 25 TERMINATION OF EMPLOYMENT

25:01 Except in the case of dismissal for just cause, ten (10) working days' notice, in writing, will be given to permanent, temporary and seasonal employees whose services are to be terminated, provided employees other than permanent are not hired for a specified time period. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

25:02 Except in the case of dismissal for just cause, five (5) working days' notice, in writing, shall be given to probationary employees whose services are to be terminated provided that such employees have not been hired for a specified time period. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

25:03 All employees shall give the Chief Administrative Officer ten (10) working days' written notice of intention to terminate employment.

25:04 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.

25:05 The period of notice may be reduced or eliminated by mutual agreement between the employee and the Employer.

25:06 Upon termination of service, an employee shall receive pay for all his/her earned current and accrued leave not taken by him/her prior to the date of termination of his/her services plus pay for his/her accumulated annual leave up to a maximum of thirty (30) days not taken by him/her prior to the date of termination of his/her services, provided however, that any indebtedness to the Employer may be deducted from such payment.

ARTICLE 26 GROUP INSURANCE

26:01 (a) The Employer shall maintain a Group Insurance Plan.

(b) The inclusion of this Article in the Collective Agreement shall not be taken as an entitlement to grieve any decision of the Insurance Carrier relative to rates of premium or the payment or non-payment of any benefits. It is further agreed that the Employer shall not be held liable for any amounts that would, except for the decision of the Insurer, otherwise have been paid.

26:02 The parties will elect/appoint two (2) representatives each to the Insurance Committee whose purpose shall be to review the current Insurance Plans and make recommendations on its administration.

26:03 Workers' Compensation

(a) The Employer agrees to be bound by the provisions of the Workplace Health, Safety and Compensation Act.

(b) For a maximum of two (2) years, an employee prevented from performing his/her regular work due to an occupational accident that is covered by the Workers' Compensation Act shall receive pay in an amount equal to that paid to the employee by the Workers' Compensation Commission, provided the employee assigns to the Employer his/her Workers' Compensation cheque(s). All normal benefit deductions will continue with the exception of deductions for CPP, UIC and Union dues.

(c) Ongoing Employment

While in receipt of Workers' Compensation pay employees will not accumulate paid vacation or sick leave. However, the anniversary date for the calculation of seniority, future vacation entitlement and salary increments will not be adjusted by the length of the leave. An employee who is on Workers' Compensation benefits will not be eligible for paid holidays.

ARTICLE 27 PENSION PLAN

27:01 The Employer shall maintain a Pension Plan that is mutually acceptable to the parties. The Employer will contribute fifty percent (50%) to the cost of the Plan.

27:02 The parties will elect/appoint two (2) representatives each to the Pension Committee whose purpose shall be to review the current Pension Plans and make recommendations on its administration. The parties agree to invoke this Article.

27:03 Current pension contribution rate of six percent (6%), co-pay, effective January 1, 2006, will increase to six and one-half (6.5%) co-pay, effective date of signing of this Agreement.

ARTICLE 28 SEVERANCE PAY

28:01 * (a) An employee who was hired after February 25, 2014, and has completed not less than nine (9) years of continuous service and an employee who was hired before February 25, 2014, and has completed not less than twenty-five (25) months of service in the employ of the Employer, is entitled to be paid upon retirement or resignation, severance pay to the amount obtained by multiplying the number of complete years of continuous employment by his/her weekly salary to a maximum of twenty (20) weeks. In the event of the death of an employee, severance pay calculated as above shall be paid to the employee's estate.

(b) Part-time employees must be regularly scheduled to work at least fifty percent (50%) of the maximum regularly scheduled hours of the Department in which they work and seasonal employees must work for at least six (6) months of each year in order to qualify.

28:02 For the purpose of this Article, periods of authorized leave shall be regarded as continuous service and the period of leave without pay shall be counted as service when determining the total amount of service of an employee.

ARTICLE 29 TECHNOLOGICAL CHANGE

29:01 Advance Notice

Before the introduction of any technological change or new method of operation which will affect the rights and benefits of an employee as provided for under this Collective Agreement, the Employer will notify the Association of the proposed

change.

29:02 Consultation

Meetings will be arranged between the Employer and the Association within twenty-one (21) days of the Employer's notification to the Association for the purpose of consulting on the effect to result from the change or to discuss training needs.

29:03 Training Benefits

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 determined by the Employer 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 the Employer or other program.

29:04 (a) Where an affected employee elects not to avail of training as provided for under Clause 29:03, the Employer agrees that where possible the effect on the employee of changes contemplated by Clause 29:01 will be minimized by transfer or re-assignment within the employ of the Employer.

(b) An employee transferred or re-assigned in accordance with (a) above, will have not suffered any reduction in his/her regular salary, unless such employee has refused, without giving reasons acceptable to the Employer, to avail of training in accordance with Clause 29:03.

29:05 No New Employees

No new employee(s) will be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation until the employee(s) already employed and affected by the change have been notified and allowed an opportunity to retrain in accordance with Clause 29:03.

29:06 Notwithstanding any of the above, it is agreed that where an employee elects not to avail of training opportunities under Clause 29:03 or where it is not possible to transfer or re-assign the employee within the employ of the Employer because of the non-existence of available positions, the employee will be terminated and notice will be served in accordance with Article 25 - Termination of Employment.

ARTICLE 30 EFFECT OF LEGISLATION

30:01 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 so that the portions thus invalidated may be amended as required by law.

ARTICLE 31 CONTRACTING OUT

31:01 The Employer shall not contract out bargaining unit work that is presently performed by members of the bargaining unit. In the event the Employer decides to contract out work it is agreed that no employee will have his/her hours of work reduced by such contracting out and it is further agreed that the Employer shall not contract out work of any employee on layoff status.

ARTICLE 32 PROTECTIVE CLOTHING

32:01 The Employer shall issue clothing as per Schedule "B".

Summer clothing shall be issued May 1st of each year.

Winter clothing shall be issued October 1st of each year

32:02 In the event the Employer requires other staff to wear a uniform or identifying style of clothing, such clothing shall be supplied

by the Employer at no cost to the employee.

32:03 (a) It is understood and agreed that all clothing and equipment issued by the Employer shall be required to be returned prior to replacement for inspection.

(b) The Employer, as represented by the Chief Administrative Officer or designate, may elect, at his/her sole discretion, to allow an employee to retain possession of any such material for his/her personal use following its "replacement", provided that the Town of Paradise insignia has been removed or covered. This provision does not eliminate the requirement for the employee to return the articles in question for inspection prior to replacement.

(c) The parties agree to elect or appoint two (2) representatives each to a Uniform Committee to review the quality, quantify, style and type of clothing being issued to members of the bargaining unit.

32:04 Notwithstanding the provisions of Clause 32:01 above, the Employer reserves the right to provide protective clothing to categories of employees other than full time at the discretion of the Chief Administrative Officer and/or the Department Directors.

ARTICLE 33 AMENDMENT BY MUTUAL CONSENT

33:01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of the Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

ARTICLE 34 TRAVEL ON THE EMPLOYER'S BUSINESS

34:01 * (a) For each full day on travel status the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be sixty dollars ($60.00) per day. Individual meal breakdowns for partial days shall be as follows:

Breakfast	fifteen dollars ($15.00)
Lunch	twenty dollars ($20.00)

Dinner twenty-five dollars ($25.00)

(b) In areas where the cost of meals is likely to exceed these rates, based on the opinion of the Chief Administrative Officer, vouchered expenses shall be submitted for reimbursement.

34:02 For travel on the Employer's business for less than one (1) day, the appropriate meal allowance shall apply.

34:03 (a) When, in the course of duty, an employee is required by the Employer to travel on the Employer's business, transportation shall be provided by the Employer or the Employer may request the use of the employee's own vehicle with reimbursement as per Provincial rates. An employee shall not, except with the approval of the Chief Administrative Officer or his/her designate, be entitled to reimbursement for transportation from his/her residence to work or return. While it is recognized that employees have the right to refuse to use their own vehicles for the Employer's business, such rights shall not be exercised in the event of emergency and shall not, in any case, be exercised frivolously or unreasonably.

(b) Payment for use of private vehicles on the Employer's business shall be limited to the kilometer rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.

34:04 An employee is entitled to claim an incidental expense for each night on overnight travel status as follows:

$10.00 per night.

34:05 (a) An employee required to travel on the Employer's business shall be deemed to be working for the Employer.

(b) For the purpose of this Article, "travel" means travel on the Employer's business, duly authorized by the Employer, for an employee by land, sea or air between his/her headquarters area and a location or locations outside his/her headquarters area to perform duties assigned to him/her by the Employer. Travel between

points outside the headquarters area as above shall also be deemed to be travel for the purpose of this Article.

34:06 Reimbursement will be given for parking meter expenses actually incurred while on the business of the Employer upon provision of a signed declaration of the parking meter expenses incurred.

34:07 Employees who provide their own accommodations while travelling on the Employer's business will be compensated as follows:

$40.00 per night

ARTICLE 35 JOB SECURITY - SUCCESSOR RIGHTS

35:01 In the event the Council, the Commission or any representatives of the Employer agree that the municipality of Paradise is to be disbanded, placed under jurisdiction of some other municipality, or to be part of a regional government/council, it is agreed that the Employer will make every effort to protect the jobs of all members of the bargaining unit. In the event employees are to be laid off as a result of the above actions, the employees will be given three (3) months' notice of layoff or pay in lieu of notice.

35:02 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to endeavour 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 work and services presently performed by members of NAPE shall continue to be performed by NAPE members with the new Employer;

(d) conditions of employment and wage rates of the new Employer shall be equal to the provisions of this Agreement;

(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.

35:03 Should the Town of Paradise expand its boundaries during the life of this Agreement, and should the level of his/her responsibilities change and/or increase, then the employee shall be reclassified accordingly.

35:04 Should the Town of Paradise expand its boundaries, the Employer shall use its best efforts to ensure the continuation of the employment of current active employees.

ARTICLE 36 JOB CLASSIFICATION

36:01 Job Classification

It is understood and agreed by the parties signatory hereto that all classification action shall be taken by the Employer and that should there be a disagreement between the parties on the level of remuneration determined by such action which is not settled through subsequent consultation, such disagreement shall be settled through reference to arbitration.

36:02 Should there be any delay in settling any dispute arising out of any classification action taken by the Employer, the Employer shall proceed to fill the position and/or pay the incumbent at the level established.

36:03 Should there be any change in the classification as a result of any arbitration as anticipated in Clause 36:01, any adjustments will be effective as of the original date of filling or classification, as the case may be.

36:04 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

36:05 No Elimination of Present Classifications

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

36:06 As new classifications are developed, the Employer recognizes the rights of the Union to negotiate the wages, terms and conditions of employment, not covered by the Collective Agreement. In case of disagreement, the matter may be referred to arbitration by either party.

ARTICLE 37 CROSSING OF PICKET LINES DURING STRIKE

37:01 An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute. Failure to cross such a legal 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.

ARTICLE 38 DURATION AND APPLICATION OF AGREEMENT

38:01 * This Agreement shall be effective from January 1, 2017, and shall remain in full force and effect until June 30, 2020 or until a new Collective Agreement is signed by the parties, whichever is the later.

38:02 An employee who has severed his/her 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 perquisites.

38:03 Notice to Negotiate

Either party may give notice to terminate or amend the Agreement not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days prior to the date of expiration.

38:04 Notice of Changes

Subject to Clause 38:03, either party desiring to propose changes to this Agreement shall, within thirty (30) calendar days following delivery of notice under Clause 38:03, give

notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one (1) party, the other party is required to enter into negotiations for a new Collective Agreement.

ARTICLE 39 NO DISCRIMINATION OR HARASSMENT

39:01 (a) The Employer and the Union recognize the right of employees in the service of the Employer to work in an environment free from discrimination or coercion with respect to any employee by reason of age, race, colour, ethnic, national or social origin, sex, sexual orientation, marital status, political or religious affiliation, physical or mental disability, or by reason of his/her membership in the Union, and shall work together to ensure that such discrimination is actively discouraged.

(b) The Employer and the Union recognize the right of employees in the service of the Employer to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and confidentially as possible. The Employer and the Union agree to take appropriate steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined. The Employer and the Union agree that victims of harassment shall be protected, where possible, from the repercussions that may result from a complaint.

(c) For the purposes of this Article, harassment shall be defined as follows:

Harassment of a sexual nature is unsolicited, one-sided and/or coercive behaviour which is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis or a series of incidents. Both males and females may be the victim, or perpetrator, of sexual harassment.

Harassment of a personal nature is any behaviour, based

on age, race, colour, ethnic, national or social origin, sex, sexual orientation, marital status, political or religious affiliation, physical or mental disability, or by reason of his/her membership in the Union, that endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee.

ARTICLE 40 SALARIES

40:01 (a) Wage or salary rates as set forth in Schedule "A" will become effective in the amounts and as of the dates noted in the Schedule.

(b) Retroactivity

Retroactivity for all negotiated increases in salaries and benefits shall apply to all employees of the Employer as represented by the bargaining unit and shall include those employees who have severed their employment between the termination date of this Agreement and the effective date of the new Agreement. Employees terminated for just cause will not receive retroactive pay.

IN WITNESS whereof the parties hereto have executed this Agreement this 4th day of December in the year 2017 A.D.

SIGNED ON BEHALF OF THE TOWN OF PARADISE:

Elizabeth Laurie

Thiblock

Karen Browne

Tammy Fiske
WITNESS

SIGNED ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:

Wade Newman

Jerry

Tammy Fiske
WITNESS

SCHEDULE "A" - SALARIES

Effective January 1, 2017	Six percent (6%) increase to salary scales.
Effective January 1, 2018	Two percent (2%) increase to salary scales.
Effective January 1, 2019	Two percent (2%) increase to salary scales.
Effective January 1, 2020	Two percent (2%) increase to salary scales.

* Employees will receive a two hundred dollar ($200.00) signing bonus.

Employees to advance to the next Step upon completion of twelve (12) accumulative months of service.

References to Step 1, Step 2 and Step 3 applies to new hires only. The Employer maintains the option of placing a new employee on any step of the salary grid.

Step 1	Step 2	Step 3
80% of current salary of a position	90% of current salary of a position	Current salary

Effective January 1, 2017

Classification	Step 1	Step 2	Step 3
Accountant	**55,615.13**	**62,567.02**	**69,518.91**
Accounting Clerk	42,328.39	47,619.43	52,910.48
Administrative Assistant	39,853.80	44,835.52	49,817.24
Assistant Town Clerk	42,328.39	47,619.43	52,910.48
Box Office Attendant	25,691.47	28,902.42	32,113.80
Building Inspector	51,184.28	57,582.33	63,980.36
CAD Operator	39,853.80	44,835.53	49,817.25
Construction Inspector	55,615.13	62,567.02	69,518.91
Development Technician	51,188.74	57,587.33	63,985.91
Engineering Technician	55,615.13	62,567.02	69,518.91
Equipment Operator	44,652.52	50,234.09	55,815.66
Fitness Attendant	31,922.06	35,912.31	39,902.58
General Facilities Maintenance	38,549.57	43,368.27	48,186.96
Inventory Control Co-Ordinator	39,121.87	44,012.09	48,902.33
Labourer	38,537.08	43,354.22	48,171.67
Lead Hand	50,480.81	56,790.91	63,101.02
Mechanic	48,375.55	54,422.49	60,469.43
Municipal Enforcement Officer	51,501.36	57,939.03	64,376.69
Operation Support Clerk	39,853.80	44,835.52	49,817.24
Parks and Recreation Maintenance	40,534.94	45,601.80	50,668.67
Planner	60,041.53	67,546.72	75,051.91
Planning Technician	55,615.18	62,567.07	69,518.97
Receptionist - Clerk Typist	37,639.91	42,344.90	47,049.89
Records Management Clerk	39,853.80	44,835.52	49,817.24
Recreation Labourer	38,537.08	43,354.22	48,171.35
Recreation Technician	39,121.85	44,012.08	48,902.32
Recreation Worker	31,922.06	35,912.31	39,902.58
Refrigerator Operator	48,375.55	54,422.49	60,469.43
Refuse Collector	43,767.11	49,238.00	54,708.89
Rink Attendant/Labourer	38,537.08	43,354.21	48,171.35

Classification	Step 1	Step 2	Step 3
Senior Building Inspector	55,615.18	62,567.07	69,518.97
Senior Municipal Enforcement Officer	55,615.18	62,567.07	69,518.97
Waste Management Co-Ordinator	47,929.03	53,920.16	59,911.30
Water and Sewer - Trainee	38,537.08	43,354.22	48,171.35
Water and Sewer - Level 1	42,207.28	47,483.19	52,759.10
Water and Sewer - Level 2	45,877.48	51,612.16	57,346.85
Water and Sewer - Level 3	50,480.81	56,790.91	63,101.02

Effective January 1, 2018

Classification	Step 1	Step 2	Step 3
Accountant	**56,727.43**	**63,818.36**	**70,909.29**
Accounting Clerk	43,174.95	48,571.82	53,968.69
Administrative Assistant	40,650.87	45,732.23	50,813.59
Assistant Town Clerk	43,174.95	48,571.82	53,968.69
Box Office Attendant	26,205.30	29,480.47	32,756.08
Building Inspector	52,207.97	58,733.97	65,259.97
CAD Operator	40,650.87	45,732.24	50,813.60
Construction Inspector	56,727.43	63,818.36	70,909.29
Development Technician	52,212.51	58,739.08	65,265.63
Engineering Technician	56,727.43	63,818.36	70,909.29
Equipment Operator	45,545.57	51,238.77	56,931.97
Fitness Attendant	32,560.05	36,630.56	40,700.63
General Facilities Maintenance	39,320.56	44,235.63	49,150.70
Inventory Control Co-Ordinator	39,904.30	44,892.33	49,880.37
Labourer	39,307.82	44,221.30	49,134.78
Lead Hand	51,490.43	57,926.73	64,363.04
Mechanic	49,343.06	55,510.94	61,678.82
Municipal Enforcement Officer	52,531.39	59,097.81	65,664.23
Operation Support Clerk	40,650.87	45,732.23	50,813.59
Parks and Recreation Maintenance	41,345.64	46,513.84	51,682.04
Planner	61,242.36	68,897.65	76,552.95
Planning Technician	56,727.48	63,818.41	70,909.35
Receptionist - Clerk Typist	38,392.71	43,191.80	47,990.89
Records Management Clerk	40,650.87	45,732.23	50,813.59
Recreation Labourer	39,307.82	44,221.30	49,134.78
Recreation Technician	39,904.29	44,892.32	49,880.36
Recreation Worker	32,560.50	36,630.56	40,700.63
Refrigerator Operator	49,343.06	55,510.94	61,678.82
Refuse Collector	44,642.46	50,222.76	55,803.07
Rink Attendant/Labourer	39,307.83	44,221.30	49,134.78

Classification	Step 1	Step 2	Step 3
Senior Building Inspector	56,727.48	63,818.41	70,909.35
Senior Municipal Enforcement Officer	56,727.48	63,818.41	70,909.35
Waste Management Co-Ordinator	48,887.61	54,998.57	61,109.52
Water and Sewer - Trainee	39,307.82	44,221.30	49,134.78
Water and Sewer - Level 1	43,051.43	48,432.85	53,814.28
Water and Sewer - Level 2	46,795.03	52,644.41	58,493.78
Water and Sewer - Level 3	51,490.43	57,926.73	64,363.04

Effective January 1, 2019

Classification	Step 1	Step 2	Step 3
Accountant	**57,891.98**	**65,094.73**	**72,327.48**
Accounting Clerk	44,038.45	49,543.25	55,048.07
Administrative Assistant	41,463.89	46,646.87	51,829.86
Assistant Town Clerk	44,038.45	49,543.25	55,048.07
Box Office Attendant	26,729.41	30,070.08	33,411.20
Building Inspector	53,252.13	59,908.65	66,565.17
CAD Operator	41,463.89	46,646.89	51,829.87
Construction Inspector	57,861.98	65,094.73	72,327.48
Development Technician	53,256.76	59,913.86	66,570.95
Engineering Technician	57,861.98	65,094.73	72,327.48
Equipment Operator	46,456.48	52,263.55	58,070.61
Fitness Attendant	33,211.71	37,363.17	41,514.64
General Facilities Maintenance	40,106.97	45,120.35	50,133.72
Inventory Control Co-Ordinator	40,702.39	45,790.18	50,877.98
Labourer	40,093.98	45,105.73	50.117.47
Lead Hand	52,520.24	59,085.26	65,650.30
Mechanic	50,329.92	56,621.16	62,912.39
Municipal Enforcement Officer	53,582.02	60,279.76	66,977.51
Operation Support Clerk	41,463.89	46,646.87	51,829.86
Parks and Recreation Maintenance	42,172.55	47,444.12	52,715.68
Planner	62,467.20	70,275.61	78,084.01
Planning Technician	57,862.03	65,094.78	72,327.53
Receptionist - Clerk Typist	39,160.56	44,055.64	48,950.71
Records Management Clerk	41,463.89	46,646.87	51,829.86
Recreation Labourer	40,093.98	45,105.73	50,117.47
Recreation Technician	40,702.38	45,790.17	50,877.97
Recreation Worker	33,211.71	37,363.17	41,514.64
Refrigerator Operator	50,329.92	56,621.16	62,912.39
Refuse Collector	45,535.31	51,227.22	56,919.13
Rink Attendant/Labourer	40,093.98	45,105.72	50,117.47

Classification	Step 1	Step 2	Step 3
Senior Building Inspector	57,862.03	65,094.78	72,327.53
Senior Municipal Enforcement Officer	57,862.03	65,094.78	72,327.53
Waste Management Co-Ordinator	49,865.37	56,098.54	62,331.71
Water and Sewer - Trainee	40,093.98	45,105.73	50,117.47
Water and Sewer - Level 1	43,912.45	49,401.51	54,890.57
Water and Sewer - Level 2	47,730.93	53,697.29	59,663.66
Water and Sewer - Level 3	52,520.23	59,085.27	65,650.30

Effective January 1, 2020

Classification	Step 1	Step 2	Step 3
Accountant	**59,019.22**	**66,396.62**	**73,774.03**
Accounting Clerk	44,919.22	50,534.12	56,149.03
Administrative Assistant	42,293.17	47,579.81	52,866.46
Assistant Town Clerk	44,919.22	50,534.12	56,149.03
Box Office Attendant	27,264.00	30,671.48	34,079.42
Building Inspector	54,317.17	61,106.83	67,896.47
CAD Operator	42,293.17	47,579.82	52,866.47
Construction Inspector	59,019.22	66,396.62	73,774.03
Development Technician	54,321.90	61,112.14	67,902.36
Engineering Technician	59,019.22	66,396.62	73,774.03
Equipment Operator	47,385.61	53,308.82	59,232.02
Fitness Attendant	33,875.94	38,110.43	42,344.93
General Facilities Maintenance	40,909.11	46,022.75	51,136.39
Inventory Control Co-Ordinator	41,516.44	46,705.98	51,895.54
Labourer	40,895.86	46,007.84	51,119.82
Lead Hand	53,570.64	60,266.97	66,963.30
Mechanic	51,336.52	57,753.58	64,170.64
Municipal Enforcement Officer	54,653.66	61,485.36	68,317.06
Operation Support Clerk	42,293.17	47,579.81	52,866.46
Parks and Recreation Maintenance	43,016.00	48,393.00	53,770.00
Planner	63,716.55	71,681.12	79,645.69
Planning Technician	59,019.27	66,396.68	73,774.08
Receptionist - Clerk Typist	39,943.77	44,936.75	49,929.72
Records Management Clerk	42,293.17	47,579.81	52,866.46
Recreation Labourer	40,895.86	46,007.84	51,119.82
Recreation Technician	41,516.43	46,705.97	51,895.53
Recreation Worker	33,875.94	38,110.43	42,344.93
Refrigerator Operator	51,336.52	57,753.58	64,170.64
Refuse Collector	46,446.01	52,251.76	58,057.51
Rink Attendant/Labourer	40,895.86	46,007.84	51,119.82

Classification	Step 1	Step 2	Step 3
Senior Building Inspector	59,019.27	66,396.68	73,774.08
Senior Municipal Enforcement Officer	59,019.27	66,396.68	73,774.08
Waste Management Co-Ordinator	50,862.67	57,220.51	63,578.35
Water and Sewer - Trainee	40,895.86	46,007.84	51,119.82
Water and Sewer - Level 1	44,790.70	50,389.54	55,988.38
Water and Sewer - Level 2	48,685.55	54,771.24	60,856.93
Water and Sewer - Level 3	53,570.64	60,266.97	66,963.31

SCHEDULE "B" - PROTECTIVE CLOTHING

Development Technician/Planning Technicians/Construction Inspectors/Engineering Technicians *

Winter Parka
Winter Work boots
Summer Jacket
Summer Work boots
Safety hat
Rubber clothing
Rubber boots
Winter Gloves (2)
Summer Coveralls (2)

Municipal Enforcement Officers

Winter Parka
Winter Work Boots
Sumer Jacket
Summer Work boots
Safety hat
Rubber clothing
Summer gloves (2)
Rubber boots
Winter gloves (2)
Summer Coveralls
Shirts
Pants
Ties
Shorts

Rink Attendants/Labourers

Winter Parka
Sumer Jacket
Summer Work boots
Winter Work boots
Safety hat
Rubber clothing
Rubber boots
Winter Gloves (2)
Summer Coveralls (2)
Winter Coveralls (2)

Recreation Labourers/ Parks and Recreation

Winter Parka
Summer Jacket
Summer Work boots
Winter Work boots
Safety hat
Rubber clothing
Rubber boots
Winter Gloves (2)
Summer Gloves (2)
Summer Coveralls (2)
Winter Coveralls (2)

Recreation Technician

Work Boots
Winter Parka
Winter Gloves

Outside Workers (Public Works Department – other than season employees)

Winter Parka
(as part of a two-piece winter suit)
One piece Winter Suit
Work Boots - Winter
Summer Jacket
Summer Work boots
Safety hat
Rubber clothing
Summer gloves (2)
Rubber boots
Winter gloves (2)
Coveralls – Winter - (2 pairs)
Coveralls – Summer – (2 pairs)

Seasonal Equipment Operators

Winter Parka (as part of a two-piece winter suit)
One piece Winter Suit
Work Boots - Winter
Safety hat
Rubber clothing
Rubber boots
Winter gloves (2)

Mechanics

Winter Parka
(as part of a two-piece winter suit)
One piece Winter Suit
Work Boots - Winter
Summer Jacket
Summer Work boots
Safety hat
Rubber clothing
Summer gloves (2)
Rubber boots
Winter gloves (2)
Coveralls – Winter - (2 pairs)

Facilities Maintenance

Winter Parka
(as part of a two-piece winter suit)
One piece Winter Suit
Work boots - Winter
Summer Jacket
Summer Work boots
Safety hat
Rubber clothing
Summer gloves (2)
Rubber boots
Winter gloves (2)
Coveralls – Winter - (2 pairs)
Coveralls – Summer – (2 pairs – bibbed)

Waste Management Coordinator and Inventory Coordinator

Work boots (winter and summer)
Rubber clothing
Jackets – Winter and Summer

Recreation Workers *

5 Short Sleeve T-shirts and a fleece in the Summer issue
5 Long Sleeve T-shirts and a fleece in the Winter issue

MEMORANDUM OF UNDERSTANDING

LEAD HANDS

Lead Hands shall remain members of the Bargaining Unit and the matter of exclusion or inclusion shall be submitted to the Labour Relations Board for determination.

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MEMORANDUM OF UNDERSTANDING

PREVENTATIVE MEDIATION

Both parties agree to avail of the services of the Department of Advanced Education, Skills and Labour to conduct an assessment of the Organization and implement necessary programs.

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MEMORANDUM OF UNDERSTANDING

PARITY REVIEW

1. Parity Review

The Town and the Union mutually agree that the Town will undertake a parity review of all positions within the bargaining unit.

In the Parity Review, the Town may take into account comparable positions within the Town of Mount Pearl, the Town of Conception Bay South, and the Town of Portugal Cove-St. Philips, using salary rates in effect June 1, 2018.

The Town also has discretion to reasonably take into account additional information during the Parity Review in the event that there is insufficient information available from within the three (3) comparator Municipalities named above. In particular, it is the mutual preference of the Union and the Town that the Parity Review make an attempt to locate and identify more than one (1) comparator position for each bargaining unit position under review.

The Town (with the approval of Council) will present the results of the Parity Review to the Union. The Union shall be provided with a reasonable opportunity to provide its input to the Town of the results of the Parity Review. The Town, acting reasonably, shall then have sole discretion to implement the results of the Parity Review.

As a result of the Parity Review, the wage scale associated with each position within the bargaining unit may be adjusted up or down, as the case may be. The employee's new salary shall be the step on the new scale that is greater than the current salary. The employee's step progression will occur twelve (12) months annually from June 1, 2018.

The Parity Review will commence as soon as reasonably possible. Any changes to bargaining unit member's pay which arise out of the Parity Review will come into effect on June 1, 2018 (which may occur retroactively, if necessary).

2. Impact on Salary

This section shall come into effect on June 1, 2018, and it shall apply to all changes to bargaining unit member's salary as a result of the Parity Review; any increases after June 1, 2018 will be paid annually on June 1st.

Those bargaining unit members whose salary is higher than the pay range

recommended as a result of the Parity Review shall continue to be paid their current rate of pay and will continue to receive negotiated general wage increases while remaining in their current classification.

3. Duration of Memorandum

With the exception of Number 2 - Impact on Salary, this Memorandum of Understanding shall expire at the end of the term of the Collective Agreement presently under negotiation, and it shall not continue in force after that time.

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