

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF CORNER BROOK

AND

**CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 706**

**(FOR THE PERIOD JANUARY 1, 2017
to DECEMBER 31, 2020)**

TABLE OF CONTENTS

DEFINITIONS	1
ARTICLE 1 - GENERAL PURPOSE OF THE AGREEMENT	
1.01 Purpose	2
ARTICLE 2 - RECOGNITION AND INTERPRETATION	
2.01 Recognition of the Union	2
2.02 Verbal or Written Agreement with Employees	3
2.03 Interpretation of Full Time Employee	3
2.04 Interpretation of Seasonal Employee	3
2.05 Interpretation of Casual Employee	3
ARTICLE 3 - CITY RIGHTS	
3.01 Rights of the Employer	3
3.02 Employer Rights Subject to Grievance	3
3.03 Right to Manage and Make Rules	3
ARTICLE 4 - DISCRIMINATION	
4.01 Discrimination	4
ARTICLE 5 - UNION SECURITY	
5.01 Union Membership	4
5.02 City will Acquaint New Employees	4
5.03 Check off Payments	4
5.04 Deductions	4
5.05 Interviewing Opportunity	4
5.06 Contact Information	4
ARTICLE 6 - CORRESPONDENCE	
6.01 Correspondence between the Parties	4
ARTICLE 7 - LABOUR/MANAGEMENT BARGAINING MEETINGS	
7.01 Labour Management Committee	4
7.02 Union Bargaining Committee	5
7.03 Joint Benefits Committee	5
ARTICLE 8 - ASSISTANCE, IF REQUIRED, BY UNION &/OR CITY	
8.01 Union Representative Excluded	6
8.02 City Representation Limited	6
ARTICLE 9 - HEALTH & SAFETY	
9.01 Co-operation by Parties	6
9.02 Occupational Health & Safety Committee	6
9.03 Time Spent in Performance	6
9.04 Minutes	6
9.05 Employer Responsibility	6
9.06 Hazardous Conditions	6
9.07 Working Alone	6
ARTICLE 10 - EDUCATION & TRAINING	
10.01 Education Leave and Examinations	7
10.02 Training Courses	7
10.03 Technological and Other Changes	8
10.04 Computer Training	8
10.05 Travel for Training	8
ARTICLE 11 - PROMOTION & STAFF CHANGES	
11.01 Job Posting	8

11.02	Information in Posting	8
11.03	No Outside Advertising	8
11.04	Role of Seniority in Promotions and Transfers	9
11.05	Trial Period	9
11.06	Promotion Requiring Higher Certification	9
11.07	Union Notification	9
11.08	Crossing Union Jurisdiction on Job Posting for Labourer Position	9

ARTICLE 12 – SENIORITY

12.01	Seniority Defined	9
12.02	Seniority Listed	9
12.03	Loss of Seniority	9
12.04	Amalgamation	10
12.05	Probation for Newly Hired Employees	10
12.06	Termination During Probation	10
12.07	Transfers and Seniority Outside Bargaining Unit	10

ARTICLE 13 - LAY-OFF AND RECALL

13.01	Lay-Off and Recall	10
13.02	An Opportunity to Demonstrate Ability During Lay-Off Notice	10
13.03	Emergency	10
13.04	Notice of Lay-Off	10
13.05	Lay-off for Less than Thirty Days	11
13.06	Lay-Off and Recall	11
13.07	Annual Vacation on Lay-off	11
13.08	Casual Call In List	11

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01	Recognition of Union Stewards Committee	11
14.02	Permission to Leave Work	11
14.03	Settling of Grievance	11
14.04	General Grievances	12
14.05	Replies in Writing	12
14.06	Grievances Settled Satisfactorily	12
14.07	Time Limits	12
14.08	Witness	12
14.09	Discharge Grievances	12
14.10	Definition of Days	12
14.11	Failure to Conform	12

ARTICLE 15 – ARBITRATION

15.01	Composition of Board of Arbitration	12
15.02	Arbitration Board Procedure	12
15.03	Decision of the Board	12
15.04	Expenses of the Board	13
15.05	Amending of Time Limits	13
15.06	Witnesses	13
15.07	Sole Arbitrator	13

ARTICLE 16 - WARNINGS & ADVERSE REPORTS

16.01	Warnings	13
16.02	Adverse Report	13
16.03	Disciplinary Record	13
16.04	Access to Personnel Files	13

ARTICLE 17 - DISCHARGE CASES

17.01	Dismissal/Suspension	14
-------	----------------------------	----

17.02	May Omit Grievance Steps.....	14
17.03	Reinstatement and Compensation	14
17.04	Payment of Wages	14
17.05	Offences	14

ARTICLE 18 - HOURS OF WORK

18.01	Working Schedule	14
18.02(a)	Regular Work Week	14
18.02(b)	Water Treatment Plant Operators.....	15
18.03	Regular Shifts.....	15
18.04	Organized Shifts	15
18.05	Watchmen Excluded.....	15
18.06	Water Works Operator / Pipelayer - Seven (7) Day Schedule	15
18.07	Animal Feeding	15
18.08	Casual Employees.....	15
18.09	Union Meeting Nights	15
18.10	Paid Rest or Relief Periods	15
18.11	Rest Between Change of Shifts.....	16
18.12	Reporting Pay	16
18.13	Winter Works - November 15 - April 15.....	16
18.14	Employees on Leave.....	16
18.15	Compensation for Work on Saturdays	16
18.16	Organized Night Shifts.....	16
18.17	Scheduling for Sunday Work.....	16
18.18	Unscheduled Sunday Work.....	16
18.19	Scheduling for Winter Works	17

ARTICLE 19 - PAYMENT OF WAGES

19.01	Payment of Wages	17
19.02	Temporary Assignments.....	17
19.03	Direct Responsible Operator in Charge (WTP).....	17
19.04	Service Pay Bonus	17
19.05	Licensing Fees and Medical Examinations	17
19.06	Tool Replacement	18
19.07	Compensation for Work on Live Sewer	18
19.08	Rate of Pay	18
19.09	Average Rate.....	18
19.10	Vacation Pay on Termination or Retirement	18
19.11	Severance Pay	18
19.12	Definition of "Service" and "Year of Service"	18

ARTICLE 20 – OVERTIME

20.01	Overtime Defined.....	19
20.02	Compensation for Work Performed on First and Second Day Off (6 TH and 7 TH Days).....	19
20.03	Compensation for Call Out on Second Day Off.....	19
20.04	Compensation for Work Performed After Eleven (11) Hours	19
20.05	Lay-Off During Regular Hours	19
20.06	Procedure for Offering Overtime	19
20.07	Approved Time Off	20
20.08	Payment for Meal Period	20
20.09	Notice of Overtime.....	20
20.10	Time Off in Lieu of Overtime	20
20.11	Call-out - Midnight to 8:00 a.m.	21
20.12	Call-out - At Other Times.....	21
20.13	Compensation for Reporting.....	21
20.14	Compensation for Standby	21
20.15	On-Call Duty for the Water Treatment Plant Operator.....	21

ARTICLE 21 - STATUTORY HOLIDAYS

21.01	Observance and Entitlement.....	21
21.02	When Holiday Falls on Saturday or Sunday.....	22
21.03	Floater - Permanent/Seasonal.....	22
21.04	Compensation for Statutory Holidays – Seasonal/Casual Workers.....	22
21.05	Compensation for Statutory Holidays.....	23
21.06	Park Maintenance	23

ARTICLE 22 – VACATIONS

22.01	Vacation Entitlement.....	23
22.02	Vacation Pay Allowance - Seasonal and Casual Employees	24
22.03	Statutory Holidays, Bereavement Leave or Sick Leave during Vacation.....	24
22.04	Vacations.....	24
22.05	Preference in Vacation	24
22.06	Shut Down	25

ARTICLE 23 - SICK LEAVE PROVISIONS

23.01	Paid Sick Leave Defined	25
23.02	Accumulation of Sick Leave	25
23.03	Proof of Illness	26
23.04	Illness in the Family	26
23.05	Deductions from Sick Leave.....	26
23.06	Sick Leave during Leave of Absence and Lay-off.....	26
23.07	Notification to Employer by Employee.....	26
23.08	Medical appointments.....	26

ARTICLE 24 - GROUP INSURANCE AND PENSIONS

24.01	Group Medical Plan & Long Term Disability	26
24.02	Weekly Indemnity Remitted to the City	27
24.03	Eligibility for Continuance of Group Benefits During Lay-off or Illness.....	27
24.04	Pension Plan.....	27
24.05	Retirement	28

ARTICLE 25 - WORKERS' COMPENSATION

25.01	Continuation of Pay	28
25.02	Accumulation of Benefits.....	28
25.03	Compensable Accidents	28
25.04	Ease Back.....	28

ARTICLE 26 - LEAVE OF ABSENCE

26.01	Union Conventions and Union Business Leave	28
26.02	Leave of Absence for Public or Union Duties.....	28
26.03	Compassionate Leave.....	29
26.04	Jury Duty/Court Witness.....	29
26.05	Pregnancy/Adoption/Parental Leave	29
26.06	Paternity Leave	29
26.07	Extended Unpaid Leave.....	29

ARTICLE 27 – CONTRACTING

27.01	Contracting	30
27.02	Contracting In	30

ARTICLE 28 - GENERAL CONDITIONS

28.01	Work by Supervisors	30
28.02	Clothing and Coveralls	30
28.03	Accommodations	30
28.04	Bulletin Boards	31
28.05	Change of Clean Up Crews	31
28.06	Residency Requirement	31

28.07	Agreement Clarification and Housekeeping	31
28.08	Copies of the Agreement	31
28.09	Clean-Up.....	31
28.10	Employee Protection.....	31
28.11	Apprenticeship	31
28.12	Journeyman Certification	31
28.13	Certified Trades/Workers.....	32

ARTICLE 29 – NEW JOB CLASSIFICATIONS

29.01	New Job Classification	32
-------	------------------------------	----

ARTICLE 30 - NO STRIKE, NO LOCKOUT

30.01	No Strike, No Lockout.....	32
30.02	Crossing of Picket Lines during Strike.....	32

ARTICLE 31 - TERM OF AGREEMENT

31.01	Change In Agreement.....	32
31.02	Term of Agreement.....	32
31.03	Notice Period.....	33
31.04	Retroactivity.....	33

Signature Page.....	34
---------------------	----

SCHEDULE 'A' - WAGE RATE	35
---------------------------------------	-----------

WATER WORKS OPERATORS 7/3 SHIFT SCHEDULE	36
---	-----------

APPENDIX A – INTERPRETATION	37
--	-----------

APPENDIX B – EXCLUSIONS.....	38
-------------------------------------	-----------

LOU – TRANSIT SYSTEM.....	39
----------------------------------	-----------

MOU – WORKING ALONE.....	40
---------------------------------	-----------

MOU – JOB DESCRIPTIONS.....	41
------------------------------------	-----------

LOU – SNOW CLEARING.....	42
---------------------------------	-----------

LOU – POWER ENGINEERS.....	43
-----------------------------------	-----------

MOU – Reimbursement for Physician's Report.....	44
--	-----------

MOU – Physician's Report.....	45
--------------------------------------	-----------

C.U.P.E. LOCAL 706 AGREEMENT

THIS AGREEMENT made this 16th day of November A.D., 2016

BETWEEN

THE CITY OF CORNER BROOK

hereinafter called the "City"

Party of the First Part

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 706, hereinafter called the "Union"

Party of the Second Part.

DEFINITIONS:

Full Time Employee

- (a) A full time employee is a person who has accumulated thirty (30) months of active employment with the City during the previous three (3) years. Where this agreement references "Permanent Employee(s)" such employees are those who are appointed permanently to a position where the incumbent is normally scheduled for full time hours. A full time employee who has accumulated thirty (30) months of active employment with the City during the previous three (3) years shall receive paid vacation and become eligible to join all group insurance benefits including the City's Health and Dental plan, the City's Long Term Disability (LTD) plan and the Weekly Indemnity (WI) plan.
- (b) A full time employee is a person who has accumulated thirty six (36) months of active employment with the City. Where this agreement references "Permanent Employee(s)" such employees are those who are appointed permanently to a position where the incumbent is normally scheduled for full time hours. A full time employee who has accumulated thirty-six (36) months of active employment with the City shall receive paid vacation and health and dental benefits.

Seasonal Employee

A seasonal employee is a person who has accumulated not less than eighteen (18) months of active employment with the City.

Casual Employee

A casual employee pertains to all other employees.

Early Retirement

Early retirement is defined as retirement from employment with the City of Corner Brook at age 55 or older but before age 65.

Normal Retirement

Normal retirement is defined as retirement from employment with the City of Corner Brook at age 65 but employees may continue in employment beyond 65 in accord with the Human Rights Act.

Work(ing) Day

For the purposes of this agreement, where the term "work day" or "working days" is used, it is understood to refer to the applicable number of continuously occurring calendar days excluding Saturdays, Sundays and any recognized holiday that falls in that period.

Calendar Day

For the purposes of this agreement, where the term "calendar day(s)" is used, it is understood to refer to the applicable number of continuously occurring calendar days including Saturdays, Sundays and any holiday that falls in that period.

Call out

A call out is defined as an attempt by the City to contact an employee who is not at the workplace for the purpose of requesting that the employee report to work at a time outside the employees normal scheduled hours. To be paid for the call out, the employee must report to work at the requested/agreed time. It is understood that time worked as a continuation of a shift is NOT a callout and any request to work overtime made to the employee while the employee is at the place of employment (including the public works depot) is NOT a call out.

Paid Sick Leave Defined

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

Unpaid Sick Leave Defined

Unpaid sick leave means the period of time an employee is absent from work, without pay, due to illness or injury, or disabled and under examination or treatment by a physician or dentist or because of an accident for which compensation is not payable under the Workers' Compensation Act.

Service

For all purposes of this Agreement "Service" is defined as the total period of active work accumulated with the City without termination and excludes periods of layoff or any other time when the employee is not being paid unless such leave or absence is the result of injury or sickness and in such periods of injury and illness will be counted as days worked up to a maximum of twelve months (continuous) per occurrence.

Year of Service

Twelve months of service shall equal "one year of service".

For the purposes of calculation a "month of service" is an actual calendar month of work but where a calendar month is interrupted by periods not counted as days worked, the days eligible for counting will be compiled and then divided by 22 to create a month of service. A day of service shall be counted as any day that the employee worked regardless of the duration of that work.

ARTICLE 1 - GENERAL PURPOSE OF THE AGREEMENT

1.01 Purpose

WHEREAS, it is the desire of both parties to this Agreement to promote the well-being of the community, to maintain the existing harmonious relations and settle conditions of employment between the City and the Union, to promote co-operation and understanding between the City and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage efficiency in operations, and to promote the morale, well-being, safety and security of all the employees in the Bargaining Unit of the Union.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 2 - RECOGNITION AND INTERPRETATION

2.01 Recognition of the Union

The City recognizes the Canadian Union of Public Employees Local 706 as the sole and exclusive collective bargaining agent for all of its employees save and except employees filling those classification listed in Appendix B of this Agreement, all employees covered by the certification order dated 6 day of June 1960 and employed in classifications covered by the Collective Agreement with CUPE Local 768, all those employees covered by the certification order dated March 16, 1956 and employed in classifications covered by the Collective Agreement with International Association of Fire Fighters, Local 1222 and those above the rank of working supervisor as determined by clause 29.01 of this agreement.

2.02 Verbal or Written Agreement with Employees

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

2.03 Interpretation of Full Time Employee

- (a) A full time employee is a person who has accumulated thirty (30) months of active employment with the City during the previous three (3) years. Where this agreement references "Permanent Employee(s)" such employees are those who are appointed permanently to a position where the incumbent is normally scheduled for full time hours. A full time employee who has accumulated thirty (30) months of active employment with the City during the previous three (3) years shall then be eligible to join the City's Long Term Disability (LTD) plan and the Weekly Indemnity (WI) plan.
- (b) A full time employee is a person who has accumulated thirty six (36) months of active employment with the City. Where this agreement references "Permanent Employee(s)" such employees are those who are appointed permanently to a position where the incumbent is normally scheduled for full time hours. A full time employee who has accumulated thirty-six (36) months of active employment with the City shall receive paid vacation and health and dental benefits.

**It is understood by the parties during negotiations that eligibility for participation in the group health and dental insurance plan is subject to the City and the insurance provider agreeing to the necessary change in the plan text.*

2.04 Interpretation of Seasonal Employee

A seasonal employee is a person who has accumulated not less than eighteen (18) months of active employment with the City.

2.05 Interpretation of Casual Employee

A casual employee pertains to all other employees.

ARTICLE 3 - CITY RIGHTS

3.01 Rights of the Employer

The Union recognizes the right of the Employer to hire, lay-off, promote, demote or transfer any employee and to suspend or otherwise discipline and discharge any employee for just cause. The Union further recognizes such other rights as the Employer might have conferred upon it by any Statute from time to time.

3.02 Employer Rights Subject to Grievance

The exercise of such rights by the Employer shall be subject to the right of the employee or Union to lodge a grievance in the manner and to the extent provided herein.

3.03 Right to Manage and Make Rules

The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its responsibilities. In addition to the location of its plants or places of employment, the methods, processes and means of performing the various works are the right and responsibility of the Employer. The Employer also has the right, and the Union recognizes it, to make and alter from time to time, the rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 4 – DISCRIMINATION

4.01 Discrimination

Subject to the provisions of the Human Rights Code, Newfoundland, the City agrees that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to an employee by reason of age, race, colour, political or religious affiliation, gender nor by reason of his/her membership in a trade union.

ARTICLE 5 - UNION SECURITY

5.01 Union Membership

All employees coming within the scope of the Bargaining Unit, as a condition of continuing employment, shall become and remain members in good standing of the union. All future employees coming within the scope of the Bargaining Unit shall, as a condition of continued employment, become members in good standing in the Union on the day of hiring with the City.

5.02 City will Acquaint New Employees

The City will acquaint new employees with the fact that the Union Agreement is in effect and with the conditions of employment contained in this Agreement.

5.03 Check off Payments

Each employee shall, on the day they are hired, sign a dues deduction authorization card (supplied by the Union) and the City agrees to deduct from every employee any dues, initiation fees, or assessments levied, in accordance with the Union By Laws, and owing by him/her to the Union as notified to the City by the Union.

5.04 Deductions

Deductions will be made from the regular weekly cheque and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of each month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made.

5.05 Interviewing Opportunity

Two (2) representatives of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of one (1) hour during the last hour of the last Friday of the month in which the employee was hired, for the purpose of acquainting each new employee with the Collective Agreement. Where possible, such interviewing will take place on a group basis. The Employer will encourage all new employees to attend the interview with the Union representative. The new employee will be notified of the date at the hiring interview.

5.06 Contact Information

Once per year, the Employer shall provide the Union with a list of names of its members along with each employee's mailing address, telephone number and classification in electronic format.

ARTICLE 6 – CORRESPONDENCE

6.01 Correspondence between the Parties

All correspondence between the two parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer and the Secretary of the Union, or as otherwise specified.

ARTICLE 7 - LABOUR/MANAGEMENT BARGAINING MEETINGS

7.01 Labour Management Committee

(a) Establishment of Committee

Labour/Management Committee will be established as set out below. This Committee shall meet not less than four (4) times per year and such meetings shall be held on dates not less than ninety (90) calendar days apart unless a special meeting shall be called by mutual agreement.

(b) Representation

The said Committee shall consist of three (3) members representing the City (one (1) of whom shall be the Chief Administrative Officer or his/her designate), and three (3) members of the executive of CUPE Local 706, and the Committee shall be known as the Labour/Management Committee.

(c) Function

The function of the Committee shall be to discuss matters of mutual concern of the parties, but it is understood and agreed that the Committee will not discuss grievances. Suggestions concerning the more efficient use of city labour, materials and equipment may be given by either side at any time and if received not less than seven (7) calendar days before a Labour/Management Committee meeting or as mutually agreed, shall be discussed at such meeting.

(d) Scheduling of Labour/Management Meetings

Since Labour/Management meetings are primarily concerned with improving services to the City, therefore, all such meetings shall be held during regular working hours of employees covered by this Agreement without any loss of pay, and normal working attire will be adequate and appropriate for all such meetings.

(e) Not More Than One Member From Same Job Classification

To avoid disruption of the workforce, where this Agreement permits meetings during the normal hours of work, wherever possible, not more than one (1) member, serving on committees in dealing with the City shall be from the same job classification.

7.02 Union Bargaining Committee

(a) Representation

The Union Bargaining Committee shall consist of three (3) members of CUPE, Local 706, who must be employed with the City in the bargaining unit.

(b) Function

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, may be dealt with by the Union Bargaining Committee and the Employer during the collective bargaining period as may be mutually agreed to or in default the period provided for under legislation.

(c) Scheduling of Bargaining Meetings

Since bargaining meetings are concerned with negotiating the collective agreement between the Union and the Employer, the parties shall endeavour to hold all such meetings during regular working hours of employees covered by this Agreement, but it is recognized that bargaining is not always capable of defined hours and the parties will remain flexible in their attempts to reach agreement. Employees shall not lose regular straight time pay and/or health and welfare benefits for shifts ordinarily scheduled that were lost on calendar days bargaining sessions occur.

7.03 Joint Benefits Committee

(a) Representation

The Committee shall have equal representation from the Unions (CUPE Locals 706 & 768 and IAFF 1222) and the Employer to a maximum of 6 persons in total. Either party may make use of technical advisors, for their own private consultations.

(b) Function

The Joint Benefits Committee shall study, review and provide recommendations to the parties pertaining to employee benefits, health and welfare plans, including Group Medical Plan, Pension Plan, Long Term Disability Plan and Group Life Insurance as to any improvements or changes as may be mutually agreed upon. The Committee shall have full access to all pertinent information concerning the benefit plans subject to individual privacy rights.

(c) Scheduling of Joint Benefits Committee Meetings

All Joint Benefits Committee meetings shall be held during the regular working hours of employees covered by this Agreement without loss of regular straight time pay and/or health and welfare benefits. The Joint Benefits Committee shall meet within ten (10) work days of any request by any two (2) members of the Committee. The reason/agenda for the meeting will be provided at the time of the request.

ARTICLE 8 - ASSISTANCE, IF REQUIRED, BY UNION &/OR CITY

8.01 Union Representative Excluded

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with or negotiating with the City, except at Labour/Management meetings.

8.02 City Representation Limited

The City shall have the right at any time to have the assistance of any person appointed by it when dealing or negotiating with the Union, except at Labour/Management meetings.

ARTICLE 9 - HEALTH & SAFETY

9.01 Co-operation by Parties

The Union and the City shall co-operate in continuing and perfecting the safety measures now in effect and agree that the Occupational Health and Safety Act and Regulations are in effect.

9.02 Occupational Health & Safety Committees

The City of Corner Brook will continue to ensure there is an active OH&S committee at City Hall, the Operational Services Depot, and the Corner Brook Fire Department. Each committee will continue to monitor health and safety and to aid in the development of a positive health and safety culture in the workplace. Both parties agree that in making their respective appointments each shall be motivated by the need for selecting people who will be best capable of promoting safety on the job. If legislation altering the numbers of employee or employer representatives on the OH&S committee comes into effect the parties will meet and adjust this clause to comply with those requirements.

9.02.01 Operational Services Depot OH&S Committee

This committee will be comprised of 3 worker representatives and 3 management representatives.

9.02.02 Functions of OH&S Committees

OH&S Committees are established for the purpose of helping to identify and assess potential hazards within the workplace; and for the purpose of making recommendations to management about control measures which may help mitigate or prevent the occurrence of those hazards. The City of Corner Brook is responsible for making final determinations as to the acceptance or rejection of a committee recommendation, as per Newfoundland Labrador OH&S legislation. If rejected or accepted the City will provide written reasons for the rejection or acceptance within 30 days of its decision.

9.03 Time Spent in Performance

Time spent by employees in performance of their duties as members of the an OH&S committee within working hours shall be considered as time worked and payment shall be on the basis of straight time.

9.04 Minutes

Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the City and the Union.

9.05 Employer Responsibility

All employees working in any dangerous capacity, beyond their normal duties, shall be supplied with all the necessary tools, safety equipment and protective clothing when needed. All employees employed on quarrying operations shall be supplied with safety boots and helmets which they shall, as a condition of employment, be required to wear at all times.

9.06 Hazardous Conditions

No employee shall be required to work alone under hazardous conditions.

9.07 Working Alone

A mechanic will not be required to work alone in the service garage.

ARTICLE 10 - EDUCATION & TRAINING

10.01 Education Leave and Examinations

The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that employees with five (5) years accumulated employment who wish to further their education, shall be permitted up to one (1) year of education leave. Any education leave required beyond the one (1) year period shall be subject to discussion between the Union and the Employer. Any benefits based on service and seniority shall be retained. Upon completion of the leave the employee shall return to his/her position which he/she held prior to the education leave.

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications to a maximum of one (1) day per exam.

Eighty percent (80%) of tuition, course fees and books will be paid by the City provided:

(a) That the course is work related and has been recommended by the Human Resources Officer, and approved by the Director.

AND

(b) That the annual course has been completed.

10.02 Training Courses

(a) The Employer shall bulletin any training courses for which employees may be selected. The bulletin shall contain the following information:

- Type of Course (subjects and materials) to be covered
- Time and Duration of the Course
- Location of the Course
- Basic minimal qualifications required of applicants

This bulletin shall be posted for a period of ten (10) days on bulletin boards in Works Division to afford an interested employee an opportunity to apply for such training. The senior qualified applicant shall be selected.

(b) The City and the Union agree that heavy equipment operator upgrade training and/or familiarization may be carried out by the City as required. Opportunities for upgrade training and/or familiarization shall be provided to employees, within the classification (including those normally seasonally assigned to positions within the classification) on the basis of seniority if otherwise holding the necessary qualifications. Proper training in the use of equipment shall include classroom training, if applicable, and on the road training. Classroom training shall include safety aspects of the particular piece of machinery and its application.

(c) When training an employee to operate or use a particular piece of equipment is considered necessary by the Employer, it shall be conducted by a member of C.U.P.E. Local 706 who is qualified to operate the equipment or, if no member is qualified, by another person who is qualified to operate the equipment, and an appropriate management person, and/or supplier personnel. The candidate shall have reached an acceptable level of skill and ability in the operation and handling of the equipment upon passing a skills test set by the trainers. Should the candidate have been unable to pass the skills test to properly operate the equipment within a reasonable period of time, another candidate may be chosen.

(d) The City will ensure that employees who require certification to carry out their duties (eg. Traffic Control Person, First Aid, Confined Space, Fall Arrest, etc.) will be re-certified as required.

For the purpose of training, the candidate shall be the extra person on a shift and may be recalled for training out of the normal seniority recall order.

Both the Union and the City agree that this procedure will be implemented on a twelve (12) month trial basis and may be discontinued at any time at the request of either party.

10.03 Technological and Other Changes

As far in advance as possible prior to technological changes being made, the City will discuss with the Union any impact on all or any employees that would be affected by such change. In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall be given sufficient opportunity to upgrade themselves. The expenses for such shall be as follows:

The City will pay eighty percent (80%) providing:

(a) That the course is work related and has been recommended by the Human Resources Officer, and approved by the Director.

AND

(b) That the annual course has been completed.

An employee who is displaced from his/her job by virtue of technological change or improvements will be given the opportunity to fill other vacancies for which he/she is qualified according to his/her seniority.

10.04 Computer Training

Incumbent employees will be trained by making available those computer courses that are deemed necessary by the Employer for the day to day performance of their duties. Where possible such training will not require the incumbent to attend training away from Corner Brook. The cost of such training shall be borne by the Employer.

10.05 Travel and Training Compensation

Training and upgrading of skills is an important aspect of maintaining an efficient workplace and a competent workforce and both parties recognize that employees and the City share responsibility in this regard. Employees will suffer no loss of regular straight time pay or benefits for training or upgrading or while traveling to do such training or upgrading approved by the City. Employees will also be reimbursed in accordance with the per diem policy of the City where training or upgrading takes place outside the City limits. The Employer will upon request advance all travel costs that are in accordance with allowable travel costs under its travel expense policy which costs shall include transport and hotel where necessary. In addition, when per diems are to be paid to employees while travelling to or attending training (and upgrading) the expected per diems may be part of the travel cost request. Any over payment must be reimbursed. Provided, however, that should the City direct an employee to take specific training at a location more than two hundred (200) Km from City Hall (by the shortest land route) the City will provide to the employee a flat fee stipend of \$50.00 in recognition of the personal time lost in training/upgrading and traveling, for each training/upgrading session.

ARTICLE 11 - PROMOTION & STAFF CHANGES

11.01 Job Posting

(a) When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position on bulletin boards at the Works Division for a minimum of one (1) week so that all members will know about the vacancy or new position. Members of C.U.P.E. Local 706 are to be given preference for positions with C.U.P.E. Local 706.

(b) When a temporary assignment occurs that is expected to be four (4) weeks or less, the assignment will be filled by the casual employee with the greatest seniority who is available having the required ability and qualifications.

(c) When a temporary assignment occurs that is expected to exceed four (4) weeks, the assignment will be posted and filled by the applicant employee with the greatest seniority who is available having the required ability and qualifications. During the posting period the position may be filled under (b) above.

11.02 Information in Posting

Such notice shall contain the following information: nature of the position, qualifications, required knowledge and education, skills, shifts, wage or salary range. Qualifications shall not be established in an arbitrary or discriminatory manner and neither party shall unreasonably impede the evolution of qualification standards to meet the changing duties of bargaining unit positions.

11.03 No Outside Advertising

An outside advertisement for any vacancy shall not be placed within one (1) week of posting on City boards.

11.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) the principle of promotion of individuals within the employ of the City;
- (b) that job opportunity should increase in proportion to length of seniority within the bargaining unit.

Therefore, in making permanent transfers or promotions, appointments will be made of the applicant with the greatest seniority and having the required qualifications and ability. Appointments from within the Bargaining Unit shall be made within four (4) weeks of the posting. The job shall be filled within one (1) week of appointment if practicable.

11.05 Trial Period

The successful applicant shall be placed on trial for a period of one (1) month. Conditional on satisfactory performance, the employee shall be declared permanent after the period of one (1) month. In the event the successful applicant requests to return to his/her former position during the trial period, 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 and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

11.06 Promotion Requiring Higher Certification

In cases of promotion requiring higher certification, the City will give consideration to employees who do not hold the required certificate, but are writing for such certificate prior to filling a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time which will not exceed the duration of the trial period as defined under this agreement and to revert to his/her former position if the required certificate is not obtained within such time

11.07 Union Notification

The Union shall be notified of all appointments, hirings, lay-offs and terminations of employment within the Bargaining Unit.

11.08 Crossing Union Jurisdiction on Job Posting for Labourer Position

In the event that an employee covered by the CUPE Local 768 collective agreement successfully obtains a labourers position covered by this agreement, said employee shall be required to successfully complete a 30 calendar day trial period and upon doing so shall be granted seniority as of the date he/she commenced work as a Labourer under this agreement and shall not have seniority as set out in clause 12.01. It being understood that such an employee shall not have seniority in more than one CUPE Local while employed by the City.

ARTICLE 12 – SENIORITY

12.01 Seniority Defined

Seniority is defined as the period of employment (expressed by date of hire) inclusive of periods of lay-off from the employees last date of hire and awarded upon successful completion of the probationary period, unless lost pursuant to clause 12.03. Seniority and service with the employer are not treated as being the same thing under this agreement.

12.02 Seniority List

The Employer shall maintain a seniority list showing each employee's last hire date which shall be the date the employee's successfully completed probationary period began. An up to date seniority list shall be prepared by the employer and sent to the Union and posted on all bulletin boards by the January 15th and on the first business day following July 1 each year. Corrections may only be made to entries (including typos) that have appeared on the lists three successive times or less.

12.03 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, or leave of absence approved by the Employer. However, he/she shall lose seniority in the event that:

- (a) He/she is discharged for just cause and not reinstated.

(b) He/she voluntarily terminates his/her employment, and does not withdraw said resignation in writing within 24 hours.

(c) He/she is absent from work in excess of five (5) working days without sufficient cause, or without notifying human resources, unless such notice was not reasonably possible.

(d) He/she fails to return to work within five (5) working days following a recall from lay off after being notified by registered mail or courier delivered notice delivered to his/her last known address directing him/her to report to work. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.

(e) He/ she is laid off for a continuous period exceeding twenty-four (24) months. Employees who are added to the seniority list after January 1, 2000 and who have six (6) months of active employment or more in any one calendar year, shall only lose seniority after twenty-four (24) months on lay off but those with less than six (6) months of active employment in any one calendar year will lose seniority after twelve (12) months on lay off.

(f) He/she ceases to be a member in good standing with the Union.

12.04 Amalgamation

In the event of amalgamation, seniority shall accrue from the date upon which the employee commenced employment with The City of Corner Brook and has become a member in good standing with C.U.P.E. Local 706.

12.05 Probation For Newly Hired Employees

Newly hired employees shall be on a probationary basis for a period of two (2) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge.

12.06 Termination During Probation

The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

12.07 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without his/her consent.

ARTICLE 13 - LAY-OFF AND RECALL

13.01 Lay-Off and Recall

The City agrees that in the event of a lay-off, employees shall be laid off in the reverse order of their seniority and where it is necessary to recall employees following lay-off, employees shall be recalled in the reverse order in which they were laid off, provided they have the necessary qualifications to perform the work. Such employee shall be paid at the appropriate rate for that classification

13.02 An Opportunity to Demonstrate Ability During Lay-Off Notice

In the event of a lay-off and if requested by the Union within the first week of notice, the applicant may be given an opportunity to demonstrate his/her ability to perform the work in a position held by an employee of less seniority. In the event that the employee is able to demonstrate that he/she has the requisite skills, ability and qualifications to perform the work, then the junior employee will be laid off based upon the notice previously given.

13.03 Emergency

The City reserves the right in an emergency to rehire any employee laid off who is available for work.

13.04 Notice of Lay-Off

Period of Notice

(a) one (1) week, if the employee has been continuously employed by the City for a period of one (1) month or more but less than two (2) years. No notice will be required for an employee hired for less than one (1) month.

(b) two (2) weeks, if the employee has been continuously employed by the City for a period of two (2) years or more, and for the purpose of definition, "continuously employed" includes the employment of seasonal workers who are engaged under contract of employment for two (2) or more consecutive seasons of at least five (5) months in each season during which the employee is occupationally engaged.

If the lay-off is delayed, an employee's notice shall be extended by the number of working days delayed, without further notice, provided the lay-off occurs within a ten (10) week period following the effective date of the lay-off. An additional one (1) week notice shall be given if the lay-off is delayed beyond this ten (10) week period. If the lay-off does not occur within sixteen (16) weeks from the effective date of the original notice, the notice shall be considered cancelled.

13.05 Lay-off for Less than Thirty Days

Where a lay-off is less than thirty (30) days, management may temporarily assign an employee to another position. Such assignment shall be based upon qualifications and/or training.

13.06 Lay-Off and Recall

An employee who bumps another employee in a lower classification shall not suffer any reduction in wages for the first thirty (30) calendar days.

13.07 Annual Vacation on Lay-off

Employees subject to lay-off will not be required to take accrued vacation prior to the scheduled lay-off.

13.08 Casual Call in List

(a) The Employer will establish a Casual Call List at the time of the seasonal lay off of casual employees. Casual employees being laid off who are available for casual call in work of any duration during the Winter Works period November 15 to April 15 shall indicate, by signing the Casual Call List, their availability and a contact telephone (cell if has one) number so that they can be contacted.

(b) For casual and or seasonal employees not subject to 13.08 (a) above but who are required from time to time to work for any period of duration during the winter works period but who are contacted but refuse the work assignment three (3) times in any 21 day working period the City will have no further requirement to call the employee (during Winter Works) and will place the employee on the bottom of the recall list notwithstanding their placement on the seniority list.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 Recognition of Union Stewards Committee

The City acknowledges the right of the Union to appoint or otherwise select a Union Stewards Committee consisting of four (4) members who shall be employees of the City. The names of such committee members shall be communicated to the City within seven (7) working days of appointment. The number of Stewards may be increased or decreased by mutual consent.

14.02 Permission to Leave Work

The Union recognizes that each Steward is employed full time by the City and that he/she will not leave his/her work during working hours except to perform his/her duties under the grievance procedure. Therefore, no Steward shall leave his/her work without first obtaining the permission of his/her immediate supervisor. Permission shall not be unreasonably withheld for time off, without loss of pay.

14.03 Settling of Grievance

Should a dispute arise between the City and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner provided that no matter specifically excluded from arbitration shall be subject to this Article.

Step 1 – The aggrieved employee(s) shall, within five (5) days of the occurrence of the event protested, submit the grievance to the Steward.

Step 2 – If the Steward considers the grievance to be justified, the employee(s) concerned and the Steward shall, within the five (5) days, seek to settle the dispute with the employee's Supervisor (Foreman or Department Head). The Supervisor shall render his/her decision within four (4) days.

Step 3 – If the grievance is not settled in Step 2, the Union may submit the dispute to the City Manager or designate, in

writing, within five (5) days of receiving the Supervisor's decision. The City Manager shall meet with the grievor and a Union representative within five (5) days of receipt of the grievance at Step 3 and shall provide his/her decision within five (5) days.

Step 4 - Failing a satisfactory settlement being reached in Step 3, the Union or the City may within fifteen (15) days serve notice on the other, of their intention to submit the matter to arbitration

14.04 General Grievances

Where a dispute involving a question of general application or interpretation occurs, the Chief Administrative Officer or his/her designate and the Union may agree to by-pass all or any of Steps 1, 2, and 3 of the grievance procedure.

14.05 Replies in Writing

Grievances and replies to grievances shall be in writing at all stages.

14.06 Grievances Settled Satisfactorily

Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

14.07 Time Limits

The time limits fixed under this Article may be varied by consent of both parties to this Agreement.

14.08 Witness

Witnesses may be called as provided in Clause 15.04. Any cost involved in producing any such witnesses shall be at the expense of the party calling the witness, or witnesses.

14.09 Discharge Grievances

Any grievance involving suspension or discharge of an employee shall be referred directly to Step 3 of the grievance procedure.

14.10 Definition of Days

The number of days referred to in Steps 1, 2 and 3 of the grievance procedure are to be read as excluding Saturday, Sunday and Statutory Holidays.

14.11 Failure to Conform

Failure by the Employer to conform with any requirements within this article shall render the discipline or discharge null and void. Failure of the Union to comply with the requirements of this Article shall render the grievance deemed abandoned.

ARTICLE 15 - ARBITRATION

15.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the Chief Administrative Officer or the Local President as the case may be. Within five (5) working days thereafter each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. If either party shall refuse or neglect to appoint a member to the Board of Arbitration, the Minister of Environment and Labour Relations for Newfoundland may be requested by the other party to appoint a member. The two (2) so-named shall, within five (5) working days, select a third person to act as Chairperson on the Board of Arbitration but should they not do so within five (5) working days, then either party may apply to the Minister of Environment and Labour Relations for Newfoundland and Labrador to appoint a person to be Chairperson.

15.02 Arbitration Board Procedure

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall commence its proceedings within fourteen (14) calendar days after the Chairperson is appointed unless the parties otherwise agree in writing. It shall hear and determine the difference or allegation and render a decision within thirty (30) calendar days from the time the Chairperson is appointed. The decision of a majority shall be the decision of the Board.

15.03 Decision of the Board

The decision of the Board of Arbitration shall be final and binding on all parties but in no event shall the Board of Arbitration have the power to alter, modify, or amend, this Agreement in any respect. Should the parties disagree as to

the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) working days.

15.04 Expenses of the Board

The Expenses of the board and the hearings shall be paid as follows:

Each party shall pay

- (a) one half (1/2) of the fees and expenses of the Arbitrator; and
- (b) the cost of any witness that each calls or causes to attend the hearing, provided however, where an employee who is at work but is required to leave work and testify at an arbitration hearing he/she shall suffer no loss of pay or benefits.

15.05 Amending of Time Limits

The time limits fixed for arbitration procedure may be varied by consent of the parties to this Agreement.

15.06 Witnesses

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

15.07 Sole Arbitrator

Where the parties mutually agree, a sole Arbitrator may be appointed in place of a Board of Arbitration. The sole Arbitrator shall have all the rights and powers of a Board of Arbitration appointed under this Article. Each party shall pay one half (1/2) of the fees and expenses of the Arbitrator.

ARTICLE 16 - WARNINGS & ADVERSE REPORTS

16.01 Warnings

Whenever management decides to discipline an employee in a manner indicating that dismissal may follow for repetition of similar activity, 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) working days give written particulars of such discipline to the employee involved with a copy to the Union.

16.02 Adverse Report

An employee shall be notified in writing of any expression of dissatisfaction, or complaint ("adverse report") concerning his/her work performance within thirty (30) working days of the event giving rise to the adverse report. This notice shall include particulars of the work performance which led to such report. If this procedure is not followed, the adverse report shall not become a part of his/her record for use against him/her at any time. The employee's reply if filed within forty-five (45) working days of receipt of the adverse report shall become part of his/her record.

16.03 Disciplinary Record

(1) The disciplinary record of issued discipline to an employee shall not be used against him/her at any time in the following instances:

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

(2) Upon three (3) days of notice an employee may request and will be given access (by appointment) to his/her employment record.

16.04 Access to Personnel Files

An employee should have access to his/her employment record when requested. Not more than once per year, upon written request to the Human Resources Officer, an employee shall have the right to view his/her personnel file. The employee may request copies of documents contained in the file and such requests shall not be unreasonably denied.

ARTICLE 17 - DISCHARGE CASES

17.01 Dismissal/Suspension

An employee after the completion of the probationary period may be dismissed for just and reasonable cause upon the authority of the Chief Administrative Officer or Acting Chief Administrative Officer. Other persons in authority may suspend an employee but shall immediately report such action to the Chief Administrative Officer. Such employee and the Union shall be advised promptly in writing by the Chief Administrative Officer of the reason for such dismissal.

17.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully discharged or suspended shall be entitled to omit steps 1 and 2 of the Grievance Procedure.

17.03 Reinstatement and Compensation

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated 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 excluding overtime during the next pay period immediately following reinstatement, or by any other arrangement which in the opinion of the conferring parties or an Arbitration Board or Arbitrator (if the matter is submitted to such Board) is reasonable.

17.04 Payment of Wages

In the event of dismissal under this clause, payment of wages and holiday pay owing will be in accordance with this Agreement.

17.05 Offences

Appropriate disciplinary action may be taken for the following offences:

- (a) Misconduct during employment
- (b) Incompetence and inefficiency
- (c) Failure to perform assigned duties
- (d) Disobedience of a superior
- (e) Insubordination or insolence to a superior
- (f) Summary conviction
- (g) Failure to observe rules and regulations
- (h) Incompatibility with other employees
- (i) Unauthorized absence from duty.

The above list is not to be construed as limiting the rights of management to take disciplinary action for other offences.

ARTICLE 18 - HOURS OF WORK

18.01 Working Schedule

The City agrees, in consultation with the Union, to determine and post on the City bulletin board the working schedule of each employee, hereinafter referred to as the "Work Schedule" as may be required by conditions throughout the City.

18.02 (a) Regular Work Week

For payroll purposes, the work week for all employees covered by this Agreement, shall consist of five (5) days. Four (4) eight (8) hour days commencing Monday to Thursday, and one (1) seven (7) hour day – Friday. Such day-shift employees shall have a fifty minute unpaid lunch break which shall commence between the hours of 11:30 am and 1:00 pm each day. It is understood that the standard lunch period shall begin at 12:00 pm, however the Supervisor has the discretion to change this based on operational requirements but will endeavour to have lunch commence by 12:30 pm. The normal scheduled work day for such day-shift employees shall begin at 8:00 am and end at 5:00 pm Monday to Thursday and end at 4:00 pm on Friday.

18.02 (b) Water Treatment Plant Operators

Notwithstanding 18.02(a), the normal work day for Water Treatment Plant Operators shall be 8:00 AM to 4:30 PM with an unpaid lunch period of 30 minutes commencing between 11:30 AM and 1:00 PM. It is understood that the Water Treatment Plant shall be staffed at all times for normal working days between 8:00 AM to 4:30 PM. The City will provide seven (7) days' notice for any change to the schedule.

18.03 Regular Shifts

It is mutually agreed that if found necessary by the City, shift work shall apply, but in no event shall it exceed forty (40) hours per week.

18.04 Organized Shifts

Organized shift work which shall consist of not less than three (3) consecutive shifts, coinciding with the regular hours of work, between 0001 hours on Monday and 2359 hours on Friday shall be paid for at straight time plus forty cents (40¢) per hour. Management will not implement a shift starting between 1:00 a.m. and 7:30 a.m. without prior consultation with the Union. Employees who have concerns about their shift schedules will first address the concern with the Supervisor. Failing satisfactory settlement the matter may be referred to the appropriate DIRECTOR through the Union President. Every reasonable effort will be made to resolve the concerns in a satisfactory manner.

18.05 Watchmen Excluded

The above shift provisions shall not apply to Watchmen.

18.06 Water Works Operator / Pipelayer - Seven (7) Day Schedule

(a) Notwithstanding any other provision of this Agreement, the City shall have the right to schedule Water Works Operators or Pipelayers to work a seven (7) day/three (3) day shift schedule without premium pay (straight time). The Water Works Operator / Pipe-layer whose scheduled rotation (two weeks) provides that he/she work a Saturday and Sunday at straight time is entitled to an overtime rate of time and one half the straight time rate for time worked on the first and third days off and double time for time worked on the second and fourth days off under their remaining schedule for the second week of the rotation, provided that he/she has previously worked at least fifty-six (56) straight time hours in the first week of the rotation. Article 20:02 shall not apply to the Water Works Operator/Pipe-layer. The attached work schedule will be applicable to the Water Works Operator/Pipe Layer during the life of this agreement unless mutually agreed otherwise.

(b) It is understood that any schedule developed beyond the attached shall provide that weekend work to be scheduled not more than one (1) in four (4) weekends for either of the Water Works Operator / Pipe Layer. Normally, only one of these classifications will be scheduled for one (1) in four (4) weekends.

For weeks outside the rotation referenced above:

Only after forty (40) straight time hours have been worked in that week will overtime worked on Sunday be paid at double time, and overtime work done on another day off in that week will be paid at time and one half.

18.07 Animal Feeding

During the times when a second Impounder is on duty, it is agreed that the Impounders would work shift work on a rotating basis to provide for weekend work at straight time. When an Impounder is not scheduled for weekend work, the weekend feeding of dogs may be assigned to an on-duty Labourer/Watchman or Labourer.

18.08 Casual Employees

Casual employees required to work will be entitled to a minimum of three (3) hours, but where practicable, a complete shift will be worked. Where practical, casuals called in to work for a shift commencing after midnight and prior to 6 am will be called prior to 11:00pm.

18.09 Union Meeting Nights

Except in cases of emergency, no work shall be performed after 5:00 p.m. on the date of the Union meeting publicized on bulletin boards and by contacting the City Manager's office one (1) week in advance of such meeting. This clause may not apply to Clause 18.13 (Winter works period).

18.10 Paid Rest or Relief Periods

All employees shall be permitted a paid rest period of ten (10) consecutive minutes both in the first and second half of the shift with the provision that there shall be no general work disruption.

18.11 Rest Between Change of Shifts

Failure to provide at least sixteen (16) hours rest between scheduled weekly shifts which are being changed shall result in payment of overtime at appropriate rates for any hour worked during such normal rest period.

18.12 Reporting Pay

An employee who reports for work as scheduled, not being told previously not to report, and for whom no work is available, shall be paid for four (4) hours at his/her job rate for so reporting, except for lack of work due to an emergency affecting the majority of the employees in his/her crew or on his/her shift. If such employee is put to work by the City he/she shall be paid a minimum of four (4) hours time at his/her job rate or be paid for hours actually worked at the appropriate rate, whichever is greater.

18.13 Winter Works - November 15 - April 15

The winter works period shall be known as the period between November 15 and April 15.

18.14 Employees on Leave

Employees who are on leave of absence for more than one (1) week will be removed from the winter works schedule until the week he/she is expected to return.

18.15 Compensation for Work on Saturdays

Notwithstanding other provisions of Article 18, work during the above period of winter works performed on Saturdays shall be paid at the rate of time and one half for the first eight (8) hours and double time for work in excess of eight (8) hours provided that a minimum of forty (40) hours has been worked by the employee in the previous five (5) days.

18.16 Organized Night Shifts

Organized night shifts for the winter works period may be employed subject to the following conditions:

(a) The shift work schedule shall consist of not less than nor more than five (5) consecutive shifts in any seven (7) days for each employee.

(b) The schedule shifts all have the same regular starting time and consist of eight (8) unbroken hours, except lunch period. Except for work performed on Sunday, the hourly rate of pay for any employee during scheduled shift hours shall be an amount of forty cents (40¢) in excess of his/her regular daytime rate.

(c) Sunday shifts shall be paid for at double time the employees' regular daytime rate EXCEPT as provided for in 18.17, 18.18 & 20.02.

(d) Time and one half and double time shall apply to the first and second shifts following the five (5) day shift schedule defined in paragraph 20.02.

(e) In the event of call-out, provisions of 18.09, 18.15, 20.11, 20.12, 20.13 & 20.14 will apply.

18.17 Scheduling for Sunday Work

During the winter works period, the City shall have the right to schedule four (4) employees, to work on Sundays at straight time rates. The shift shall be scheduled either 12:00 midnight to 8:00 a.m. or 8:00 p.m. to 4:00 p.m. or 4:00 p.m. to 12:00 midnight. The above shifts vary by one (1) hour as required. Employees scheduled for Sunday work will be notified before 5:00 p.m. on Friday. An employee, whose shift extends beyond 5:00 p.m. on Friday, will be notified on or before the end of the shift.

18.18 Unscheduled Sunday Work

The City shall have the right to call in a maximum of four (4) employees for Sunday work at straight time, provided a minimum of three (3) employees have been previously scheduled in accordance with 18.17, and provided the employee has not worked forty (40) regular hours in the current pay period. If additional operators are required, regularly scheduled operators shall be called in accordance with the principles agreed to in Clause 20.06, and thereafter if operator requirement is not met, the Employer shall be entitled to call other qualified employees at the applicable straight or overtime rate.

18.19 Scheduling for Winter Works

The City agrees that it may designate sixteen (16) employees on a six (6) day/four (4) day work week schedule of eight (8) hours per shift without premium pay. Days off will be Friday and Saturday. Where possible, the City will allocate Sunday work to its casual workers, but if necessary, will use its regular workers and rotate in the reverse order of seniority, to a maximum of three (3) weekends per season unless otherwise mutually agreed.

ARTICLE 19 - PAYMENT OF WAGES

19.01 Payment of Wages

The City shall pay wages due to the employee by Direct Deposit weekly, and Thursday of each week shall be known as payday. On each payday an itemized statement of his/her wages and deductions will be available to each employee. Wages shall be available to the employee by noon on payday. The rate of pay for all employees covered by this Agreement shall be as set forth in Schedule 'A' attached hereto.

19.02 Temporary Assignments

(a) An employee required to fill temporarily a position for which a higher rate of wages than that for such employees regular work is paid shall receive the higher rate so employed and employees required to fill temporary positions for which a lower rate of wages is paid shall not suffer any reduction in wages while employed in such position.

(b) Lead Hands may be appointed from time to time as the need arises, and shall be paid a two dollar (\$2.00) per hour premium for such time worked in excess of the regular classification rate. The appointments shall be based on seniority and ability (which encompasses job knowledge, competence and leadership ability as demonstrated to the applicable superintendent). Employees shall have the right to independently refuse appointments to the position of Lead Hand.

(c) If a member of the Bargaining Unit is appointed to the position of Temporary Foreman, it is the intent of both parties to mutually agree to extend the employees seniority rights beyond the time limits as provided in the Agreement. Such appointments will not necessarily be made on basis of seniority. The City agrees to provide an evaluation at the end of his/her work term for any Temporary Foreman selected by the City.

19.03 Direct Responsible Operator in Charge (DRC) for the Water Treatment Plant Operator

The DRC will receive \$2.00 per hour premium on all hours worked. The DRC would be one of the Water Treatment Plant Operators (as determined best qualified by the City, without regard for seniority, and possessing the highest level of certification and experience among the operators) and assume overall responsibility for the day-to-day operation of the plant. While the position would remain a unionized position (and thus answer to a non-union supervisor), it would have the responsibility of ensuring that all functions related to the treatment of the drinking water are carried out in full compliance with the applicable legislation and City policy.

19.04 Service Pay Bonus

All employees who have completed three (3) years full time accumulative service with the City shall continue to receive the Service Pay that they received in December 1999 without further adjustment to be paid annually on the first payday in December covering the said amount accruing on December 1st, for that calendar year. When an employee retires or dies, he or his/her estate, shall receive the full amount of the service pay for that year. All existing employees on the seniority list on January 1, 2000, not currently receiving service pay will be entitled in the year that they complete three (3) years full time accumulative service with the City to the minimum service pay of \$73.00 payable and accruing annually thereafter as per the above. Employees hired after January 1, 2000 shall not be eligible to receive service pay bonus.

19.05 Licensing Fees and Medical Examinations

(a) The Employer shall pay a maximum of fifty dollars (\$50.00) towards any licensing fees incurred by its welders and mechanics when obtaining or retaining a license that is a requirement of the Government of Newfoundland and Labrador, provided that the licence is also required by the City for that employee to carry out his/her daily assignments. **See attached letter on Power Engineers.**

(b) The Employer shall, upon receiving a receipt from the employee, pay one-hundred (100%) percent to a maximum of \$75.00 of the cost of a required medical examination for employees who are required by the Employer to obtain or retain a class of license or an endorsement to their driver's license in order to carry out the daily activities of their job. This clause excludes a regular class 05 driver's license.

19.06 Tool Compensation

With appropriate receipts, the City will provide an annual tool allowance of two hundred dollars (\$200.00) for Mechanics and the full-time Carpenter. Seasonally employed and part-time Carpenters and all Auto Body Mechanics will be given a tool allowance of sixteen dollars and seventy cents (\$16.70) per month when actually engaged in the work of the trade to be used for tool replacement or sharpening.

19.07 Compensation for Work on Live Sewer

Employees, other than sewer maintainers required to work in contact with concentrated live sewage will be paid a premium of seventy-five cents (\$0.75) per hour while working in contact with concentrated live sewage. In addition, Mechanics while working on unwashed components of the "Sewer Flushing Apparatus" (Sewer Jet) contaminated with concentrated live sewage will also receive this premium while so engaged.

19.08 Rate of Pay

Should an employee work more than fifty percent (50%) of a shift at a higher rate of pay, the higher rate will be paid for the full shift, provided such work has not been scheduled.

19.09 Average Rate

An hourly rate shall be established at the beginning of each year and shall be determined by calculating the average hourly rate earned by the individual employee during regular hours of work (excluding overtime) in the previous calendar year, and adjusted for any current year wage increases.

Average rates will apply to vacation, statutory holidays and floaters. Sick leave and other paid leave will be paid at the same rate the employee would have earned if he/she had been at work.

19.10 Vacation Pay on Termination or Retirement

An employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination. On normal retirement at age 65, an employee shall be entitled to the same vacation or vacation pay which he/she would have earned if he/she had continued in employment to the end of the calendar year.

19.11 Severance Pay

(a) An employee who was on the seniority list on the 1st day of January 2000 and who has or achieves not less than seven (7) years of service, will be entitled to severance pay in accordance with the following schedule: Age plus years of service, divided by five (5) will determine the number of weeks' severance pay, not to exceed \$14,000.

(b) An employee who was not on the seniority list on the 1st day of January 2000 and who subsequently has or achieves not less than seven (7) years of service and who loses seniority under Clause 12.03 (e), will be entitled to severance pay in accordance with the following schedule: years of service, will determine the number of weeks severance pay, not to exceed fifteen thousand dollars (\$15,000) or twenty (20) weeks' pay whichever is the lesser.

(c) A new employee who was not on the seniority list on the 1st day of January 2000, and who has less than twenty (20) calendar years' membership in the Pension Plan on the date of his/her retirement under the Plan, shall be entitled to severance pay in accordance with the schedule stated in 19.11 (b).

19.12 Definition of "Service" and "Year of Service"

For all purposes of this Agreement "Service" is defined as the total period of active work accumulated with the City without termination and excludes periods of layoff or any other time when the employee is not being paid unless such leave or absence is the result of injury or sickness and in such periods of injury and illness will be counted as days worked up to a maximum of twelve months (continuous) per occurrence.

For the purposes of calculation a "month of service" is an actual calendar month of work but where a calendar month is interrupted by periods not counted as days worked, the days eligible for counting will be compiled and then divided by 22 to create a month of service.

Twelve months of service shall equal "one year of service".

ARTICLE 20 - OVERTIME

20.01 Overtime Defined

All time worked beyond the normal work day, and the normal week, shall be considered as overtime and paid at the rate of time and one half, except as provided in 18.16, 18.17, 18.18, 18.19, 20.02, 20.03 & 20.04.

20.02 Compensation for Work Performed on First and Second Day Off (6TH and 7TH Days)

With the exception of employees covered under clause 18.06, work performed on an employee's first day off (6th day) shall be paid at the rate of one and one half times his/her straight time rate if scheduled to or has worked at least forty (40) straight time hours in that work week, and work performed on an employee's second day off (7th day) shall be paid at the rate of twice his/her straight time rate if scheduled to or has worked at least forty (40) straight time hours in that work week. It is understood that if Saturday is a scheduled regular work day, Monday would be considered the first day off and Sunday considered the second day off where two days off in a week are scheduled.

20.03 Compensation for Call Out on Second Day Off

Employees called out to work on Sunday shall be paid a minimum of two (2) hours at double time provided the employee has been scheduled to or has worked at least forty (40) straight time hours in that week.

20.04 Compensation for Work Performed After Eleven (11) Hours

All work performed in excess of eleven (11) hours on any day other than Sunday shall be paid for at double time.

20.05 Lay-Off During Regular Hours

Employees shall not be required to take time off during regular hours to equalize any overtime worked.

20.06 Procedure for Offering Overtime

Except as herein provided, opportunities to work overtime shall be offered as equitably as possible among all employees performing the same work starting each calendar year with the senior employees, on a rotating basis.

Opportunities for overtime work related to specific job classifications shall be offered to qualified and trained employees who normally perform that work, in order of their seniority with respect to each other, on a rotating basis. Once the attempt to offer the specific overtime work has been made per the above, and the opportunity has not been filled, the supervisor may consider offering the overtime work to other employees who are qualified and trained but who do not normally perform that work.

Employees not wanting to be called in for overtime work during the winter works season of November 15th to April 15th may give such notice in writing to the Superintendent. Such employees would then be removed from the overtime call in list and not be called in to work outside his/her normal work hours.

Employees who do not give the Superintendent notice that they do not want to be called in for overtime during the winter works season shall be expected to be available for such work on a reasonable basis. In such cases, where the supervisor makes contact with the employee and he/she refuses three (3) times in any twenty-one (21) day working period, the employee may be considered as not available for call in overtime and as such, removed from the call in list for that season.

An offer of overtime work shall be defined as an attempt by a supervisor, or his/her representative, to contact the employee, either by phone or in person. Whether the supervisor is successful in making contact with the employee or unsuccessful in making contact with the employee, for the purposes of this clause, the attempt will be considered as made and the supervisor may proceed to the next most senior and qualified employee as necessary.

(Example: employees #1 through #5 are called to work overtime. Regardless of the duration of overtime offered and regardless of whether any of the first five reported for work, the next opportunity of overtime work would be offered to employee #6, and then #7 and so on.)

- (a) An employee appointed to a particular position shall be given the first opportunity to work any overtime associated with that position, provided it is an extension of the same day.
- (b) Where the incorrect individual is called in and works the overtime, the following procedure will be used:

Overtime Procedure

The following procedure describes procedures to be followed for the "makeup" of overtime. It does not regulate or restrict any procedures for initially assigning overtime.

Makeup of Missed Overtime

If a person feels that s/he should have been offered overtime work that was offered to another employee, s/he must notify the Supervisor within one week of the missed occurrence. If the supervisor agrees that the employee concerned should have been offered the overtime opportunity, which resulted in another employee working overtime out of sequence, the correct person will be offered an equivalent amount of overtime within two (2) months of the error being reported to the employer, regardless of the overtime season. The makeup overtime will be normally occurring overtime in the classification where the overtime was missed, unless none is available in which case extra overtime may be scheduled to make up the missed hours without reference to classification or division after consultation with the review committee referred to above.

If the correct person is not offered an equivalent amount of overtime within six (6) months of the error being reported to the employer, the correct person will be paid for the missed overtime.

The makeup overtime offered to the correct person will be the same number of hours worked as the original overtime on a one for one basis regardless of whether or not the original overtime was a 1 ½ or 2 time rate. The makeup overtime will be paid at the same rate as the original (i.e. 1 ½ or 2 time), or the applicable rate for the actual day worked, whichever is greater.

Employees are responsible for ensuring that the supervisor has the correct and current contact information of the employee.

20.07 Approved Time Off

An employee who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holiday, vacations, unpaid Union leave or other approved leave of absence with pay shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his/her regular hours during such absence.

20.08 Payment for Meal Period

Any meal period, taken during hours subject to overtime, shall be considered time worked and shall be paid at the appropriate overtime rate. A meal period not more than four (4) hours from the starting of each shift or from the preceding meal period, shall be granted.

(b) For overtime other than scheduled overtime the meal period will be ½ hour and where employees are required to remain on the job site in excess of three (3) hours after a regular shift or four (4) hours on an overtime shift the City will reimburse an employee for the meal purchased by him/her for the meal period up to twelve (12) dollars.

20.09 Notice of Overtime

Employees shall be given three (3) hours notice before they will be required to work overtime except in cases of emergency nothing herein precludes the employees concerned agreeing to work if short notice is given.

20.10 Time Off in Lieu of Overtime

Instead of payment for overtime, an employee may receive time off at the appropriate rate. Time off in lieu of overtime will be taken at the discretion of the supervisor and will not exceed five (5) days in any vacation year. Employees are permitted to use their bank within twelve (12) months from the date overtime is banked or it will be paid out.

20.11 Call-out midnight to 8:00 a.m.

- (a) Full time employees called out to work between the hours of midnight and the following 8:00 a.m. shall, be paid a minimum of two (2) hours at double time rates. Provided however, if the call out extends into the employees normal start of shift he/she shall receive double time for the time prior to the commencement of his/her regular shift when the appropriate straight time rate for such time shall apply. If an employee leaves the job site and returns home and is recalled within the two (2) hour time frame of the first call-out a second two (2) hour call-out shall not be claimed.
- (b) Full time employees not scheduled to 40 hours of work in the week of the call out in 20.11 (a) are not entitled to the following:
 - (1) The call out premium
 - (2) The overtime premiumof that clause.

20.12 Call-out - At Other Times

Employees reporting and ordered out to work at times other than midnight to 8:00 a.m. shall be paid a minimum of two (2) hours at the appropriate overtime rate. Provided however, if the call out extends into the normal start of shift he shall receive the appropriate overtime rate until the normal start time of their regular shift when the appropriate straight time rate for such time shall apply.

20.13 Compensation for Reporting

The above provisions shall apply whether or not work is available, provided the employee reports for duty.

20.14 Compensation for Standby

Any employee required to remain and who remains at his/her home so to be immediately available for work on call during the period from 5:00 p.m. on any regular working day to 8:00 a.m. on the following regular working day shall be paid three (3) hours pay at the regular rate of pay for such period on call. Any employee required to remain and who remains at his/her home so as to be immediately available for work on call during the period from 5:00 p.m. Friday, to 8:00 a.m., on the following Monday, shall be paid eight (8) hours pay at the regular rate of pay for such period on call. An employee who is required to remain and one who remains at his/her home so as to be immediately available for work on call during the period 8:00 a.m. on a paid statutory holiday listed herein to 8:00 a.m. the following regular working day shall be paid four (4) hours at regular rate of pay for such period on call. Such payments shall be in addition to any overtime payment for work actually performed during the overtime hours.

20.15 On-Call Duty for the Water Treatment Plant Operator

All Water Treatment Plant Operators will share on call time during which time they will be tasked with the responsibility of monitoring the operation of the plant from a remote location (normally at his/her place of residence) and make necessary adjustments from that location without additional compensation. It is understood however, if the Operator on call is required to physically visit the plant for any work related reason, he/she would be compensated at the applicable overtime rate.

ARTICLE 21 - STATUTORY HOLIDAYS

21.01 Observance and Entitlement

All employees regularly scheduled for full time hours shall have the following statutory holidays off with no loss of pay:

1. New Year's Day (January 1)
2. Good Friday
3. Queen's Birthday (Commonwealth or Empire Day)
4. Canada Day (Memorial Day - July 1)
5. Labour Day (First Monday in September)
6. Thanksgiving Day
7. Armistice Day (Remembrance Day - November 11)
8. Christmas Day (December 25)
9. Boxing Day (December 26)
10. Civic Holiday on day declared by Council

Floating Holiday's (Floaters) – the following days shall be known as floating holiday's (floaters) -

1. St. Patrick's Day,
2. Easter Monday,
3. St. George's Day,
4. Discovery Day
5. Orangeman's Day.

December 24 and December 31

Regularly scheduled employees (for full time hours) who are normally scheduled to and report to work (not called in) on December 24th and/or December 31st will be permitted, at the discretion of the on-duty Foreman, to leave the work place for the final four (4) hours of the scheduled shift without loss of pay or deduction of benefits. If called in on December 24 and/or 31 the pay applicable for the call in applies without the December 24 and or 31 benefit.

Should the on-duty Foreman decide it necessary for any or all of the normally scheduled employees to work any or all of the final four (4) hours of the scheduled shift, the employee(s) will work as required and receive the regular hourly rate of pay for the hours worked. Such employees required to work, and who do work, will be permitted to take an equal amount of time off at a later date (to a maximum of four (4) hours) agreeable to the supervisor, and without loss of pay or deduction of benefits. It is understood that non-scheduled full time employees, and/or casual/seasonal employees are not entitled to any holiday benefit for December 24th and/or December 31st and are not being offered any such benefit with this agreement.

21.02 When Holiday Falls on Saturday or Sunday

If holidays numbered 1, 6, 8, 10, 11, 12 and 13 above fall on Saturday or Sunday that is a normal day off, another day shall be taken. This shall, whenever possible, be on the day nominated by the Provincial Government for observance; otherwise to be mutually agreed.

21.03 Floaters - Permanent/Seasonal

Permanent employees shall be entitled to five (5) days off with pay, in lieu of Discovery Day, St. Patrick's Day, St. George's Day, Orangeman's Day and Easter Monday, to be taken on days mutually agreeable to both the Employer and employee at any time during the year. Seasonal employees with three (3) months' seniority, who work on any of the designated floaters shall be entitled to a day off with pay for each day worked, provided they work the day before and the day following the holiday. These days to be taken at a time mutually agreeable to both the Employer and the employee.

21.04 Compensation for Statutory Holidays – Seasonal/Casual Workers

A seasonal or casual employee who has three (3) months' seniority, and provided he/she works the day before and the day after a statutory holiday shall be paid for such holidays as identified in clause 21.01. A seasonal or casual employee shall be granted a statutory holiday with pay if absence on the day before and the day after is through just cause other than unpaid leave of absence or layoff. For the purpose of this clause, the day before and/or day after refers to the scheduled regular work day as identified in clause 18.02. If a seasonal employee is in receipt of paid time off from the employer on the day before and day after the holiday he/ she will be treated as having worked the day before and the day after.

Floaters – Full Time Employees

Full Time or permanent employees shall be entitled to five (5) days off with pay, in lieu of working on Discovery Day, St. Patrick's Day, St. George's Day, Orangeman's Day and Easter Monday, to be taken on days mutually agreeable to both the Employer and employee at any time during the calendar year in which the floaters occur

Floaters – Seasonal Employees

Seasonal employees who work on any of the designated floaters shall be entitled to a day off with pay for each day worked, provided they also work the day before and the day following the holiday. These floater days are to be taken at a time mutually agreeable to both the employer and the employee. Any floater days not taken at the time of lay off shall be compensated for. For the purpose of this clause, the day before and/or day after refers to the regular work day as identified in clause 18.02.

Floaters – Casual Employees

Casual employees with three (3) months' seniority, who work on any of the designated floaters and provided they also

work the day before and the day following the floating holiday, shall be permitted to bank their floaters to be taken at a later time at the discretion of the Superintendent. All floaters shall be paid out upon layoff. For the purpose of this clause, the day before and/or day after refers to the regular work day as identified in clause 18.02. It is understood that casual employees will have limited ability to take the banked floaters during peak operational and peak vacation seasons.

21.05 Compensation for Statutory Holidays

Except as provided for in 21:06, when employees are required to work on the above mentioned holidays, other than Discovery Day, St Patrick's Day, St George's Day, Orangemen's Day or Easter Monday, they shall be paid their holiday pay plus 1 ½ times the straight time rate for all hours worked on the holiday. For these employees the day of observance will be the actual holiday.

When a holiday other than Discovery Day, St Patrick's Day, St George's Day, Orangemen's Day falls on a Saturday or a Sunday that is a normal work day of the employee, he/she will receive the day off with holiday pay or, if required to work, shall be paid as above. For these employees the day of observance will be the actual holiday and the day otherwise designated will not apply.

When a holiday other than Discovery Day, St Patrick's Day, St George's Day, Orangemen's Day falls on a Saturday that is the employee's scheduled day off he/she shall be paid 1 ½ times the straight time rate for all hours worked on the holiday. For these employees the day of observance will be a day off with holiday pay.

When a holiday other than Discovery Day, St Patrick's Day, St George's Day, Orangemen's Day falls on a Sunday that is the employee's scheduled day off he/she shall be paid 2 times the straight time rate for all hours worked on the holiday. For these employees the day of observance will be a day off with holiday pay.

For any employees the day of observance shall be as determined under Clause 21:02 and any work performed on the day of observance shall be paid at 1 ½ times the straight time rate in addition to the holiday pay.

"See Appendix 'A' for interpretation of above"

21.06 Park Maintenance

A Park Maintenance employee, required to work on holiday number 3, 4, 10, 11, 13 or 16 above, shall be paid at time and one half for time worked plus an alternate day off at a time mutually agreed between the employee and the immediate supervisor. Payment for all other holidays shall be as provided in 21.05.

ARTICLE 22 – VACATIONS

22.01 Vacation Entitlement

All full time employees shall receive an annual vacation with pay in accordance with their continuous years of employment as follows: Less than one year:

5/6 working day for each month of service to December 31 to be taken between end of probation period and December 31.

On January 1, in the year of the first anniversary of hiring and in each year thereafter including the third anniversary, an employee entitled to vacation shall have vacation anticipated in the amount of:
2 weeks as of January 1.

On January 1, in the year of the fourth anniversary of hiring (or 48 accrued months) occurs and in each year including the 9th anniversary, an employee entitled to vacation shall have vacation anticipated in the amount of:

3 weeks as of January 1.

On January 1, in the year of the 10th anniversary of hiring (or 120 accrued months) occurs and in each year including the 14th year an employee entitled to vacation shall have vacation anticipated in the amount of 4 weeks as of January 1.

On January 1, in the year of the 15th anniversary of hiring (or 180 accrued months) occurs and in each year thereafter including the 24th year, an employee entitled to vacation shall have vacation anticipation in the amount of: 5 weeks as of January 1

On January 1, in the year of the 25th anniversary of hiring (or 300 accrued months) occurs and in each year thereafter, an employee entitled to vacation shall have vacation anticipation in the amount of: 6 weeks as of January 1

Vacation year would be January 1 to December 31

22.02 Vacation Pay Allowance - Seasonal and Casual Employees

Five percent (5%) of gross earnings shall be paid to seasonal and casual employees on a weekly basis in lieu of vacation time off.

22.03 Statutory Holidays, Bereavement Leave or Sick Leave During Vacation

Where an employee qualifies for statutory or declared holiday leave, bereavement leave or sick leave by virtue of being hospitalized during the employee's vacation leave, there shall be a deduction from vacation credits, for such absence. The period of vacation so displaced, shall either be added to the vacation or reinstated for use at a later date, mutually agreeable to the Employer and the employee.

22.04 Vacations

In the event of an employee being off due to illness or injury, but returning to work before the end of the vacation year, he/she shall take all unused vacation before the end of the year. Should the employee not be able to schedule the vacation at a time convenient to his/her supervisor before the end of the year, such time will be carried over into the following year but such time must be taken before the end of April in the carry over year.

Employees returning to work after the end of the vacation year shall use all unused vacation from the previous year(s) within four (4) months of returning to work. Should the employee not be entitled to schedule the available vacation (due to winter works) in the first four (4) months of returning to work he/she shall use all vacation from previous year(s) within two (2) months of the end of winter works.

22.05 Preference in Vacation

Vacation must be taken in the year of entitlement. When conveniently possible, the Employer shall grant vacations preferred by the employee. A maximum of three (3) weeks of vacation shall be granted during the months of June, July, August and September, except under certain circumstances when management may approve an additional vacation leave during this time period. Such vacation taken during these summer months must be taken in not more than three (3) blocks of consecutive days off. Employees engaged in the winter works operation shall not normally be scheduled vacation time from December 1st to March 31st. Employees engaged in the winter works operation may be granted vacation from March 1 – April 15 at the discretion of the Superintendent. Preference in choice of vacation dates shall be determined by seniority within classification.

For the purpose of scheduling vacations, the vacation year shall be from January 1 to December 31. Employees shall select the preferred dates for taking all of their vacation (by indicating their first choice and second choice if the first choice cannot be accommodated) on or before March 1st each year. Failure to indicate first and second preferences by March 1st, shall entitle the Employer to schedule and require the employee to take vacation at the time(s) scheduled by the Employer.

Where an employee, who has complied with the requirement to provide his preferred and second choices, cannot be accommodated, the scheduler will discuss other possible dates for vacation with the employee concerned on or before March 15th.

A vacation schedule shall be posted in the lunch room on or before April 1st or the closest city hall business day. A

variance from the approved list will only be made in exceptional circumstances by mutual agreement with the employee and the Department Head.

The parties recognize that vacation entitlement is earned during active employment and therefore in the event that an employee is separated from employment on a permanent basis, he/she shall be entitled to receive his/her earned but unused entitlement in the form of pay or wages proportionate to the period worked, e.g., three (3) months equals $\frac{1}{4}$ of the current year entitlement, six (6) months equals $\frac{1}{2}$ the current year entitlement, etc. This would be in addition to any previously earned but unused vacation not lost by reason of the provisions herein.

22.06 Shut Down

The City reserves the right to shut down operations for vacation purposes, and agrees to provide three (3) months written notice prior to such shutdown period. Such notice shall contain a list of departments and services to be shut down, and once notice is given, no changes will be made to the list except in cases of emergency and with prior consultation with the Union.

Such shutdown period shall extend two (2) weeks and during such shutdown the vacation schedule shall be as follows:

Employees with no vacation and those who have least vacation may be required to perform essential services and will be given first preference for any available work during the shut down period, providing they have the necessary qualifications to do the work.

Notwithstanding, employees who have accumulated the greatest number of vacation days immediately preceding the shut down period shall be the first in order to take their vacations.

It is further agreed that the shutdown period shall be during the normal vacation period during the months of July and August.

It is further agreed that in special cases for essential service, employees affected may have to take their vacation during periods other than the designated shut down period.

Prior to setting the dates for shut down period, the City will consult with the Union in order to determine the most practical time in which operations shall be shut down.

ARTICLE 23 - SICK LEAVE PROVISIONS

23.01 Paid Sick Leave Defined

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

Employees with sufficient accumulation of unused paid sick leave days shall be entitled to receive sick leave pay for the first day of absence due to illness or injury and for each consecutive day of absence thereafter.

Employees with no accumulation of unused paid sick days shall not be entitled to any paid sick leave.

Except in exceptional circumstances in the event that the employee is required to travel more than 400 km outside the City for medical purposes he/she shall be entitled to avail of one paid sick day for the day of the medical appointment plus a maximum of one additional paid sick day for travel purposes where the employee has available sick time and provides a certificate of attendance from the medical practitioner.

Unpaid Sick Leave Defined

Unpaid sick leave means the period of time an employee is absent from work, without pay, due to illness or injury, or disabled, or, attending an examination or treatment by a physician, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

23.02 Accumulation of Sick Leave

Employees on the seniority list as of July 1, 2013 shall be entitled to one and one half days accumulative leave per full

month of service to a maximum of 150 days.

New Employees who are not on the seniority list as of July 1, 2013 shall be entitled to one day accumulative leave per full month of service to a maximum of 100 days.

23.03 Proof of Illness

After three (3) consecutive days of absence or five (5) cumulative days of absence in any twelve (12) month period where no proof is required to justify the absences an employee must thereafter produce a Physicians Report (available for printing on line) as proof of incapacity for all claims of the employee that the employee is unavailable to report to work or remain at work by reason of being sick, disabled, or attending an examination or treatment by a physician or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act. The information form required may vary depending upon the frequency or duration of the unavailability for work in order to comply with the duty of accommodation. It is understood that the use of sick days for illness in the family will continue to be counted under this article as is the current practice.

23.04 Illness in the Family

Where no one other than the employee can provide for the needs, during illness, of his/her spouse, and/or child or his/her mother and father, when residing in the same household of the employee, the employee shall be entitled after notifying his/her superior to use a maximum of three (3) accumulated sick leave days per illness for this purpose. The employee may be required to present proof of illness of the family member concerned to the Employer.

23.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave for all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than one half (1/2) day shall not be deducted. Absence for one half (1/2) day or more and less than a full day shall be deducted as one half (1/2) day. During periods of illness covered by weekly indemnity, one-third (1/3) day will be deducted from accumulative sick leave credits for each full day of sickness.

23.06 Sick Leave During Leave of Absence and Lay-off

When an employee is given leave of absence with pay for any reason he/she shall receive sick leave credit for the period of such absence on his/her return to work. When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her accumulative credit if any existed to the time of such lay-off.

23.07 Notification to Employer by Employee

If an employee is unable to report for work, a minimum of one hour notice before the beginning of the shift must be given to the Supervisor. Failure to provide the required notice will result in loss of pay equal to the lack of notice given.

23.08 Medical Appointments

Employees required to attend a medical appointment during work hours must give the Supervisor a minimum of 24 hours notice that he/she will not be available for work due to the appointment. The notice required may be waived for situations where the specialist or GP changes an appointment which the Employee has already provided notice of to the Employer. Upon return to work, the employee must provide suitable evidence verifying the appointment. Failure to provide the required notice to the supervisor or failure to provide the suitable evidence upon return to work will result in loss of pay for the time absent. Any employee having a scheduled medical appointment that requires that employee to not be available for work for any period shall be deducted a half paid sick day (or full paid sick day as may be the case) to cover the period that the employee was not available for work. The City recognizes that there may be extenuating circumstances where an appointment is changed prior to it being disclosed to the City as the foundation for time away from work in which event the employee may be excused from failure to give notice. It is best practice however for the employee to present an envelope containing notice of an appointment to the supervisor addressed to Human Resources as soon as the original appointment is given.

ARTICLE 24 - GROUP INSURANCE AND PENSIONS

24.01 Group Medical Plan & Long Term Disability

All employees eligible to do so shall be subscribing members of the City sponsored group benefit plans which currently include a Group Medical Plan and a Long Term Disability Plan. Such plans will be provided through third parties and all

disputes arising under them shall be dealt with under the mechanisms provided for in the master plan text of those plans. It is agreed that these plans are the plans contemplated as being within the mandate of the Joint Benefits Committee as provided for in Clause 7:03(b). It is understood that employees may only opt out of coverage provided by the benefit plans where the terms of the applicable plan permits.

24.02 Weekly Indemnity Remitted to the City

Any weekly indemnity provided by any Group Insurance Plan sponsored jointly by the City and the employees or by the City solely would be remitted in its entirety to the City. The plan presently in effect shall remain in effect during the term of this Agreement. (The cost of the premium to be borne fifty percent (50%) by the City and fifty percent (50%) by the employee).

24.03 Eligibility for Continuance of Group Benefits During Lay-off or Illness

(a) A full time employee covered by the Group Benefits Plan and who is subject to a lay-off not exceeding three (3) months, the City agrees to share premiums on a 50/50 basis for all benefits permissible by the insurance company during the lay-off period. Failure by the employee to pay his/her share of the premiums in advance on the 1st regular business day of each month will result in the loss of this benefit.

(b) In the case of absence for illness or disability the Employer's contributions (50/50 basis) will be paid to the group benefit plan for a maximum of one (1) year from the commencement of the absence or until the commencement of LTD benefits provided the employee shall pay their share. Thereafter, the employee shall pay the full premium through the Employer if he/she remains eligible. Failure by the employee to pay his/her share of the premiums in advance on the 1st regular business day of each month will result in the loss of this benefit. The employer agrees to continue to deduct the employee's share and remit same to the insurer until the employee is eligible for LTD.

(c) In the case of the seventeen (17) week pregnancy leave, the Employer's contribution (50/50 basis) will be paid to the plan if she is eligible and pays her share of the premiums. In the case of all other leave without pay, the Employer will not contribute to the plan but the employee may pay full premiums through the Employer. Failure by the employee to pay his/her share of the premiums in advance on the 1st regular business day of each month will result in the loss of this benefit.

24.04 Pension Plan

In addition to the Canada Pension Plan, every employee shall join the City Sponsored pension plan as mutually agreed by the parties.

(a) The Employer and the employee shall make contributions in accordance with the provisions of the plan. The Employer's contribution shall be no less than the employee's contribution.

(b) The plan shall be jointly administered by a Committee composed of an equal number of Employer and Union representatives.

(c) The provisions of the plan shall be fully negotiable between the Union and the Employer.

(d) Employees shall have the option to contribute voluntary premiums to the pension plan. Such contributions will not be matched by the Employer.

(e) All employees eligible to do so must join the City's pension plan.

(f) Vesting table: At the end of the second year of participation, one hundred percent (100%) to vest with the participant.

(g) Retirement to be in accordance with the provisions of the City's pension plan.

(h) Pension premium to be mandatory at six percent (6%).

(i) The Employer will consult with the Joint Benefits Committee with respect to topical seminars on retirement issues that it wishes to offer to employees or which the Committee recommends. All such seminars offered will be open to spouses of employees.

(j) Each employee who works part-time for the City shall become a member of the pension plan on the next pay period following the pay period that the employee meets both of the following requirements:

(1) twenty four (24) months from the date the employee gained seniority under the Collective Agreement, and

(2) in each of two (2) consecutive years commencing January 1, 1998 having earned at least thirty five percent (35%) of the Yearly Maximum Pensionable Earnings (YMPE) as defined under the Canada Pension Plan.

Employee and Employer contributions shall be as provided in clause 24.04 (i).

(k) Access to Pension Files

The Group Benefits Committee shall have access to such documents, files, and papers concerning the Pension Plan, including individual files provided written confirmation is provided by the individual employee whose file or "personal" papers are sought.

24.05 Retirement

Upon written request, an employee shall be permitted to begin early retirement between the ages of fifty-five (55) and sixty-five (65) years.

ARTICLE 25 - WORKERS' COMPENSATION

25.01 Continuation of Pay

In the event of an employee sustaining an accident on the job and deriving workers' compensation therefore, the City will loan the employee a sufficient amount of money to insure that the employee affected will continue to receive a sum equal to what he would receive from the Workers' Compensation Commission. The loan will be interest free until the Workers' Compensation intake officer makes a determination with respect to the claim. Such loan payments will commence immediately and will terminate with the determination of the officer. In the event of acceptance of the claim, the employee will insure that the Workers' Compensation funds in respect of the processing period are directed first to the City in repayment of the total loan extended to the individual. In the event the claim is denied, the loan remains repayable by the employee upon such terms as may be privately arranged between him/her and the City, but if no suitable arrangements are made for repayment of the loan, then the City may deduct from wages or monies owing by the City to the employee, such sums as are necessary to ensure repayment within 60 calendar days. If there are insufficient funds in the wages or monies owing, the City may pursue the recovery of the remaining amount. Workers' Compensation cheques issued by the Workers' Compensation Commission for compensation payment must be submitted to the Payroll Supervisor until the loan is repaid.

25.02 Accumulation of Benefits

While on Workers' Compensation, an employee shall continue to accumulate sick leave, vacation, floaters, service pay and severance pay for one (1) continuous year at the same rate as he/she would if he/she had not been injured. It is understood that this benefit is only applicable once per injury.

25.03 Compensable Accidents

Sick leave benefits will not apply in the case of compensable accidents nor will accumulated sick leave credits be reduced for this reason.

25.04 Ease Back

The Employer, where the Workers' Compensation Commission recommends, shall endeavour to establish an ease back program, for an employee on workers' compensation if there is available work within his/her medical limitations. The parties will meet with a view to starting a similar program for employees on long term leave of absence for medical reasons.

ARTICLE 26 - LEAVE OF ABSENCE

26.01 Union Conventions and Union Business Leave

Leave of absence without loss of pay or seniority shall be granted on the Union's written request one (1) week in advance for members to attend to Union Business. In no case shall the total person days exceed twenty-five (25) in any calendar year. Such leave of absence shall be at no additional cost to the City when overtime is involved. Additional unpaid leave of absence up to a maximum of forty (40) days per calendar year for union conventions, seminars and business of the local may be granted, such approval shall not be unreasonably withheld. It shall not be considered unreasonable denial where the granting of such leave can reasonably be expected to adversely affect operations and restrict services to the taxpayer.

26.02 Leave of Absence for Public or Union Duties

(a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay so that the employee may be a candidate in federal or provincial elections.

(b) An employee who is elected to public office shall be allowed leave of absence without pay or benefits and without loss of seniority during his/her term of office.

(c) An employee who is elected or selected for a position within the Union, or any body affiliated with the Union, shall be granted leave of absence, without pay or benefits and without loss of seniority for periods of one (1) month up to two (2) years. Such leave shall be renewed on request during his/her term.

(d) With the approval of the Department Head, time off with pay may be allowed for the President of the Local Union or his/her designated representative to meet with the employees and the CUPE national representative for the area. Any such time approved shall be deducted from the time permitted for leave of absence under this clause.

26.03 Compassionate Leave

An employee shall be granted a maximum of four (4) consecutive days leave without loss of pay in the event of the death of the employee's parent, child or spouse/common law spouse. An employee shall be granted a maximum of three (3) consecutive days leave without loss of pay in the event of the death of the employee's grandparent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, or grandchild. In the event that such death occurs more than 250 km outside of the City, two (2) additional consecutive days leave (consecutive with the applicable bereavement period) without loss of pay shall be granted as travelling time if necessary and requested. In the event of the death of an employee's step mother, step father, step brother, step sister, step child or step grandchild an employee shall suffer no loss of pay for the day of the funeral. Compassionate leave will be in addition to scheduled days off, holidays, vacation and floaters. Floaters/Time-off in lieu will not be unreasonably denied for an employee to attend a funeral of an aunt or uncle.

26.04 Jury Duty/Court Witness

When an employee is summoned for jury duty or subpoenaed as a court witness, except on his/her own behalf, he/she shall not suffer any loss of wages while so serving. However, in situations where the employee is summoned or subpoenaed to appear in court on a personal matter (where the employee is a litigant), OR regarding a matter in which he/she is facing criminal charges OR on a matter that he/she has brought before the courts (ie legal action against or by another party), the employee will not receive regular wages for the time absent from work. Any employee appearing in court on behalf of the City shall not suffer any loss of wages while so appearing.

26.05 Pregnancy/Adoption/Parental Leave

(a) Commencement and duration of Pregnancy/Adoption/Parental leave

The maximum Pregnancy/Adoption/Parental leave allowed under this clause shall be fifty two (52) weeks in total and shall be unpaid. An employee shall be permitted to commence Pregnancy leave at the beginning of her sixth (6th) month of pregnancy. Adoption leave may be granted to an employee who legally adopts a child upon presentation of proof of adoption. Parental leave may be granted to an employee who gives birth to, or an employee whose spouse gives birth to, a child upon presentation of proof of the birth of that child. The right to Pregnancy/ Parental leave expires once fifty two (52) weeks has passed from the earlier of the date of commencement of the leave or the date of the child's birth. The right to Adoption leave expires once fifty two (52) weeks has passed from the date of the child's Adoption.

(b) Procedure for return to duty and protection of position

An employee may return to duty from Pregnancy leave after two (2) weeks notice of her intention to do so on the production of a certificate of fitness from her physician. An employee may return to duty from Adoption/Parental leave after giving the employer two weeks notice of his/her intention to do so. The employee shall resume to his or her former position and salary upon return from leave.

(c) Illness associated with pregnancy

An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy up to the beginning of the sixth month of pregnancy.

(d) Benefits on Pregnancy/Adoption/Parental leave

While on Pregnancy/Adoption/Parental leave, employees shall continue to accumulate seniority. Vacation credits will be earned during the first seventeen (17) weeks of leave only. Sick leave credits are not earned while on Pregnancy/Adoption/Parental leave.

26.06 Paternity Leave

A paternity leave of two (2) days shall be provided for new fathers without loss of pay or holidays.

26.07 Extended Unpaid Leave

(a) Provided there is an acceptable qualified internal replacement available and provided no more than three (3) employees in total from three (3) different classifications being off at any particular time in the period requested, an employee who has completed five (5) years of full-time service shall be granted unpaid leave to a maximum of twelve

(12) months upon written request. While on such leave, employees shall continue to accumulate seniority but not pensionable service, unless they would have been otherwise laid off. The minimum amount of unpaid leave an employee may have under this clause is nine (9) months. An employee will not be granted extended unpaid leave to take another position with the Employer whether inside or outside a bargaining unit nor take a job with another employer within the Province of Newfoundland. All group benefits and insurances will terminate during the period of the leave. An employee may only avail of this clause once during his/her career with the City.

(b) Employees wishing to return to their position prior to the period of leave granted in (a) above must provide one (1) month's notice to the Employer to allow the Employer to provide the replacement with sufficient notice.

ARTICLE 27 - CONTRACTING

27.01 Contracting

The Union recognizes the right and duty of management to arrange for the performance of public services as efficiently and economically as possible. However, the rights and duties of management in this respect shall not be exercised where it is feasible for the City in terms of its equipment and work force to perform the maintenance and services in such a manner as to adversely affect the employment of a minimum of fifty (50) Union members including those who have seniority under the terms of this Agreement as of 2 January, 1968.

27.02 Contracting In

Prior to the City contracting out any work not presently performed by the members of the Bargaining Unit, the City shall attempt to negotiate with the Union to 'contract in' the work within the Bargaining Unit. The Union shall be given the opportunity within a reasonable amount of time to make presentation to the City upon completion of the negotiations prior to the City contracting out.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Work by Supervisors

No person or persons in a supervisory capacity shall perform any work covered by the classification in Schedule 'A' or work any vehicle.

28.02 Clothing and Coveralls

The City will be responsible for seventy-five per cent (75%) of the cost of the following: two (2) coveralls, rubber safety boots, leather safety boots, rubber clothes, gloves, winter safety boots, shucks; and the employee will be responsible for the remaining twenty-five per cent (25%) of cost.

Classified Welders, Classified Mechanics, and Carpenters (who have been paid at least 500 hours at the Carpenters rate in the previous calendar year) will be supplied with one (1) pair of prescription safety glasses once per year at no cost to the employee provided same are required, and are acquired through the designated supplier for the City where the existing safety eye glasses are shown to be unserviceable.

Mechanics, Painters, Carpenters, Welders and Servicemen shall be provided with two (2) pairs of summer coveralls and one pair of winter coveralls at no cost to the employee provided same are acquired through the designated supplier for the City. Each Waterworks Operator will be supplied with a snowmobile suit, to be left on City premises. Replacement will be made on the return of worn out items under the same financial terms as the original purchase. The City will designate supplier and clothing and will endeavour to insure top quality consistent with good value. Employees shall be eligible for such purchase after successful completion of the probationary-period. The City may designate that all clothing referenced herein or otherwise provided by the City indicate that the wearer is a City employee.

Animal Control Officer shall have no access to this provision but will be entitled to clothing issue available to Municipal Enforcement Officer under CUPE Local 768 Agreement.

28.03 Accommodations

Suitable accommodations which shall be heated during cold weather shall be provided by the City for use by employees during lunch period. Employees provided with such accommodations shall be responsible for keeping them clean.

28.04 Bulletin Boards

The City shall provide City bulletin boards in the shops. The Union shall have the right to provide a bulletin board and to post thereon notices of meetings and such other notices as may be of interest to the employee and such notices shall be cleared prior to posting with the immediate supervisor. No new rules will be posted until after consultation with the Union.

28.05 Change of Clean Up Crews

Where possible, and when requested by an employee, who through advancing years or temporary disablement, is experiencing difficulty in the performance of spring clean up duties, he/she will be given preference for available alternate work of a less physical nature which he/she is capable of performing.

28.06 Residency Requirement

New and existing employees are encouraged to be resident within the boundaries of the City of Corner Brook.

28.07 Agreement Clarification and Housekeeping

Within thirty (30) working days of signing the parties will meet to reorganize and renumber the Collective Agreement for easier understanding and reading. This undertaking will not change the intent of any clause or Letter of Understanding or any other provision of the Collective Agreement.

NOTE: It is understood that once changed the changed version becomes the only version.

28.08 Copies of the Agreement

The Union and the Employer desire every employee of this unit to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Employer shall supply, at its own cost, sufficient copies of the agreement in booklet form to all unit members, within forty five (45) working days of signing.

28.09 Clean-Up

The Foreman shall have the authority to allow within the work hours schedule a period not exceeding twenty (20) minutes for cleaning up following a particularly dirty job.

28.10 Employee Protection

Employees shall not be required to enter a place of residence for City related business unless accompanied by a second party other than the occupant.

28.11 Apprenticeship

The City may implement an apprenticeship program for trades positions that conforms with/to the Newfoundland and Labrador Department of Education "General Conditions Governing Apprenticeship Training". The rate of pay will be the recommended percentage of the City's Journeyperson rate.

The rate of pay for an existing employee labourer who enters apprenticeship after at least five (5) years of service shall be paid at his existing labourer classification rate (frozen) if higher than the applicable apprenticeship rate until the applicable apprentice rate exceeds the frozen rate.

28.12 Journeyman Certification

Members of Classifications: Carpenters, Mechanic or Welder that have acquired a red seal journeyman qualification in the trade they are employed in, they will receive a journeyperson premium per hour worked from date of signing to be increased according to following schedule:

No retroactive application of this premium effective date of signing

Date of signing \$1.50 per hour

1st Anniversary of date of signing \$1.75 per hour

2nd Anniversary of date of signing \$2.00 per hour

(Note: Rate at end of agreement will be \$2.00 per hour worked)

28.13 Certified Trades/Workers

Members of Classifications holding the stated certifications as Pipe Layer, (Water Distribution Waste Water Certificate), Heavy Equipment Operator (Heavy Equipment Operator Training with Certificate), Water Works Operator (Water Treatment Certificate), Sewer Maintainer (Wastewater Collection System Operator Certification) and Water Treatment Plant Operator (Level II, III and IV), such certification (or equivalent work experience) while employed in the classification will receive a certification premium per hour worked from date of signing to be increased according to following schedule:

Heavy Equipment Operators who have 10 seasons or more with the City shall be entitled to the above premium while assigned to operate Heavy Equipment. (not retroactive)

Date of signing	\$0.50 per hour
-----------------	-----------------

1 st Anniversary of date of signing	\$0.75 per hour
--	-----------------

2 nd Anniversary of date of signing	\$1.00 per hour
--	-----------------

(Note: Rate at end of agreement will be \$1.00 per hour worked)

ARTICLE 29 – New Job Classifications

29.01 New Job Classification

(a) Any new job classification, which is established during the life of this agreement, and not subject to negotiation during the normal periodic bargaining of this agreement, shall be subject to a review of the position between the Employer and the Union during the term of this agreement within thirty (30) business days (of City Hall) of it being established. The parties may from time to time establish the form of review but where there is a dispute as to whether the position is a position within the meaning of “employee” under the Labour Relations Act either party may refer the issue to the Labour Relations Board for a determination. The decision of the Board shall be final and neither party shall apply to the Board in respect of positions excluded or included per Article 2.01 but where there has been a major reorganization rendering an excluded position in doubt, the position may come to the regular bargaining table with a view that the parties may agree to refer a dispute arising from a particular position to the Labour Relations Board.

(b) Where the position is determined by the parties or the Labour Relations Board to be included in the bargaining unit, then the wage rate and hours of work shall be negotiated between the Employer and the Union. Should the parties fail to reach agreement on either wage rate or hours of work either party may refer these issues to an Arbitrator to settle the terms. The wage rate selected by the Arbitrator shall not be more than 10% above the highest hourly paid position nor lower than 10% below the lowest rated position.

ARTICLE 30 - NO STRIKE, NO LOCKOUT

30.01 No Strike, No Lockout

During the term of this Agreement the parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slow-downs, or interference or interruptions with the operation of the duties normally performed by persons covered by this Agreement, by any employee(s) or the Union, and there shall be no lock-out by the Employer.

30.02 Crossing of Picket Lines During Strike

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

NOTE: The City reserves the right to challenge the legality of this provision.

ARTICLE 31 - TERM OF AGREEMENT

31.01 Change In Agreement

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

31.02 Term of Agreement

This Agreement shall come into effect from January 1, 2017 and remain in effect until and during December 31, 2020 and continue in effect thereafter from year to year with January 1st in any year as its annual renewal date, unless either

party serves written notice on the other party at least three (3) months prior to the expiry date of the December 31, 2020 or in any year thereafter.

31.03 Notice Period

Either party desiring to propose changes or amendments to this Agreement shall, within a period of thirty (30) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make reasonable effort to consummate a revised or new agreement.

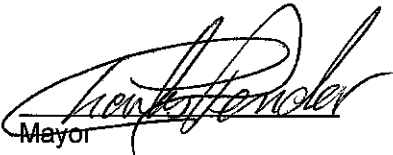
31.04 Retroactivity

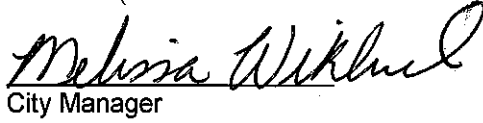
This agreement has retroactivity respecting wage rates only for employees actively at work on date of signing.

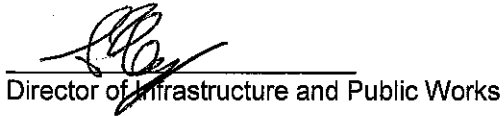
IN WITNESS WHEREOF the said parties hereto have affixed their signatures and seals
This 16th day of November, 2016

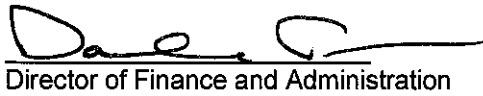
Signed on behalf of the
City Council of the City
Of Corner Brook, NL

Signed on behalf of the
Corner Brook Civic
Employees, Local 706


Mayor


City Manager


Director of Infrastructure and Public Works


Director of Finance and Administration


President


Union Committee Member


Union Committee Member

Seal of
THE CITY OF CORNER BROOK

Seal of
LOCAL UNION OF NO. 706
OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES

SCHEDULE "A" WAGE RATE

Cupe 706 hourly wage rate for January 01, 2017 to January 01, 2020

2% per hour wage increase January 01, 2017

2% per hour wage increase January 01, 2018

2% per hour wage increase January 01, 2019

2% per hour wage increase January 01, 2020

Classification	2016 (Hourly)	01-Jan-17	01-Jan-18	01-Jan-19	01-Jan-20
Labourer	22.27	22.72	23.17	23.63	24.11
Park Maintenance	23.38	23.85	24.32	24.81	25.31
Store Keeper	22.47	22.92	23.38	23.85	24.32
Stock Clerk	23.85	24.33	24.81	25.31	25.82
Jackhammer Operator	22.63	23.08	23.54	24.02	24.50
Impounder (Animal Control)	22.74	23.19	23.66	24.13	24.61
Operator I	23.85	24.33	24.81	25.31	25.82
Operator II	22.63	23.08	23.54	24.02	24.50
Service Man	22.68	23.13	23.60	24.07	24.55
Sign Maintenance Marker	23.85	24.33	24.81	25.31	25.82
Water Works Operator	23.28	23.75	24.22	24.70	25.20
Painter	22.48	22.93	23.39	23.86	24.33
Pipelayer	22.85	23.31	23.77	24.25	24.73
Carpenter I	23.85	24.33	24.81	25.31	25.82
Carpenter II	23.53	24.00	24.48	24.97	25.47
Mechanic	24.84	25.34	25.84	26.36	26.89
Sewer Maintainer	23.77	24.25	24.73	25.22	25.73
Welder	24.84	25.34	25.84	26.36	26.89
Sewer Crews	22.27	22.72	23.17	23.63	24.11
Refrigeration B	24.28	24.77	25.26	25.77	26.28
Power Engineer III	24.84	25.34	25.84	26.36	26.89
Power Engineer IV	24.28	24.77	25.26	25.77	26.28
Water and Sewer Assistant	22.48	22.93	23.39	23.86	24.33
W T Plant Operator II	28.61	29.18	29.77	30.36	30.97
W T Plant Operator III	30.65	31.26	31.89	32.53	33.18
W T Plant Operator IV	32.73	33.38	34.05	34.73	35.43

WATER WORKS OPERATORS 7/3 SHIFT SCHEDULE

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	A B C D	A B C D	A B C D	A B C D	A B C D	A
A	B C D	A B C D	A B C D	A B C D	B C D	B
B	C D A	A B C D	A B C D	A B C D	A C D	C
C	D A B	A B C D	A B C D	A B C D	A B D	D
D	A B C	A B C D	A B C D	A B C D	A B C	A
A	B C D	A B C D	A B C D	A B C D	B C D	B
B	C D A	A B C D	A B C D	A B C D	A C D	C
C	D A B	A B C D	A B C D	A B C D	A B D	D
D	A B C	A B C D	A B C D	A B C D	A B C	A

APPENDIX "A" – INTERPRETATION

RE: Interpretation of Clause 21.05

The following examples will serve to illustrate the understanding between the Canadian Union of Public Employees, Local 706 and The City of Corner Brook for employees entitled to the statutory holiday.

Example (a)

The employee works eight(8) hours on a statutory holiday – the employee is paid ~~for~~ twenty(20) hours (8 hours at straight time for the statutory holiday plus 8 hours at time and one half for the hours worked).

Example (b)

The employee is called in to work three (3) hours on a statutory holiday – the employee is paid twelve and one half (12 ½) hours (8 hours at straight time for the statutory holiday plus 3 hours at time and one half for the hours worked).

Example (c) Shift Worker with 4-12 shift

The employee is called in to work from 2:00 p.m. – 4:00 p.m. – the employee is paid eleven (11) hours (8 hours at straight time for the statutory holiday plus 2 hours at time and one half for the hours worked) .

APPENDIX "B" - (EXCLUSIONS)

Appendix "B" (EXCLUSIONS)

The following is a list of positions with the City of Corner Brook that are recognized and agreed by the union as being excluded from the bargaining unit.

City Manager, Administrative Assistant to the City Manager, City Clerk, Administrative Assistant to the Clerk's Office, Communications Officer, Business Facilitator, City Solicitor.

Director of Infrastructure and Public Works, Assistant Director of Infrastructure and Public Works, Manager of Public Services, Manager of Engineering Services, Supervisor of GIS/Auto Cad, Supervisor of Sustainable Development, Superintendent of Works, Superintendent of Water & Sewer, Supervisor(s) of Engineering Services (W&S, Roads, Work Planning etc), Foremen.

Director of Finance and Administration, Manager of Treasury Services, Administrative Assistant- Finance and Administration, Manager of Human Resources, Supervisor of Human Resources, Supervisor of Computer Services, Supervisor of Payroll, HR/Payroll Specialist, Supervisor of Land Management, Supervisor of Occupational Health and Safety.

Director of Community Development and Planning, Manager of Community Development and Planning, Supervisor of Community Planning, Supervisor of Development and Inspection, Supervisor of Recreation Services,

Director of Protective Services, Supervisor of PSAP, Fire Chief, Deputy Fire Chief, Assistant Deputy Fire Chiefs.

All employees at the Civic Centre, Students, Summer Program Coordinator, Playground Supervisor,—Lifeguards, All Firefighting Services Personnel, All Unionized inside Workers.

LETTER OF UNDERSTANDING
Transit System

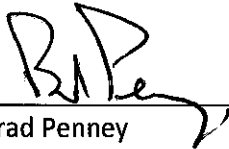
November 16, 2016

Mr. Brad Penney
President
C.U.P.E. Local 706

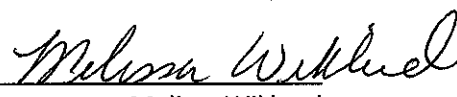
Dear Mr. Penney:

This is a Letter of Understanding with respect to language contained in the Collective Agreement that was in place for the period of January 1st, 1996 to December 31st, 1999 between the Canadian Union of Public Employees Local 706 and the City of Corner Brook.

The City of Corner Brook agrees that should it, in future decide to operate the Corner Brook Transit system with its own City employees, the clauses appearing under the heading "Transit System" of the above-mentioned Collective Agreement and numbered from 17.37 to 17.49 inclusive, shall automatically be reinstated in the C.U.P.E. 706 Collective Agreement in place on the date that the City does resume any such operation.



Brad Penney
President
C.U.P.E. Local 706



Melissa Wiklund
City Manager
City of Corner Brook

LETTER OF UNDERSTANDING

MEMORANDUM of UNDERSTANDING

WORKING ALONE

The parties have agreed that there must be an orderly process to assess "working alone" situations. In that regard the Supervisor of Human Resources will identify those employees who are working alone with input from the Occupational Health and Safety Committee. The Supervisor will review the subject positions against the standards established by the NL Government to determine whether the employee (s) while working alone are at risk such that they require adjustment in their working circumstances. The Supervisor will then provide a report of findings and options to the Occupational Health and Safety Committee for review and recommendation(s).

The City will consider the recommendations and advise the Committee of the decision respecting the recommendation(s) and where a dispute exists same will be resolved through consultation with the provincial division of Occupational Health and Safety.


For the City


For CUPE Local 706

Memorandum of Understanding

Job Descriptions

Dear Mr. Penney:

The parties agree that the new job descriptions for bargaining unit positions that were drafted by the Employer and presented to Employees and the Union for input and or comments, prior to December 31, 2010, will be finalized by December 31, 2013. Final versions will be provided to the Union for distribution to its members.

This letter will replace The Letter of Understanding page 106, in the Local 706 Collective Agreement (2009-2012).

Any negotiations regarding rates of pay of the new job descriptions will be dealt with during negotiations for the renewal of this Collective Agreement.



Melissa Wiklund
City Manager
City of Corner Brook



Brad Penney
President
C.U.P.E. Local 706

LETTER OF UNDERSTANDING

November 16, 2016

Mr. Brad Penney
President
C.U.P.E. Local 706

Dear Mr. Penney:

The parties have discussed the concerns of Local 706 respecting having available City equipment returned to or left at the depot when contractors continue to perform snow clearing on the six (6) City snow plowing routes.

It is understood that such concerns are in respect of the six (6) snow clearing routes within the City and do not involve such things as parking lots or those areas where contractors are used due to terrain and space limitations where existing City equipment is unable to operate or operate efficiently.

Every reasonable effort (except in emergency circumstances) will be made to dispatch City crews and available equipment to plow the routes at the same time or prior to contractors who may also be dispatched to work on the six (6) snow plow routes at the beginning or during a snow fall.

Subject to operational efficiencies and considerations of operator fatigue and safety, the Employer will make reasonable efforts to release contractors on the said snow plowing routes prior to the City owned equipment.

This Letter of Understanding shall expire with the end of the term of the Collective Agreement.



Melissa Wiklund
City Manager

Letter of Understanding

November 16, 2016

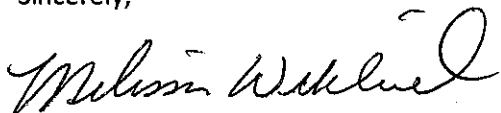
Mr. Brad Penney
President
CUPE Local 706

Dear Mr. Penney;

RE: Clause 19.05

This letter is to reflect our understanding that in the event the City employs a Power Engineer, such an incumbent will be covered by this clause.

Sincerely,

A handwritten signature in black ink, appearing to read "Melissa Wiklund". The signature is fluid and cursive, with a large loop at the end.

Melissa Wiklund
City Manager

LETTER OF UNDERSTANDING

CUPE, Local 706

Requests to Employees for Completion of Long Form Doctor's Report

This letter is to record the City's agreement with CUPE Local 706 that it will reimburse to the employee any out-of-pocket costs charged and receipted by a treating or assessing physician for the physician's completion of a long form medical report (detailed) if specifically required by the City under its Sick Leave Policy.

Proof of illness (basic) or appointment requests are not subject to reimbursement.

Reimbursement shall be up to but not exceed \$50.00 per report completed. An incomplete report does not qualify for reimbursement and the employee is expected to ensure the report is completed and provided to the City together with a legible original receipt (if any) if a charge has been made by the doctor to the employee.



FOR CITY OF CORNER BROOK

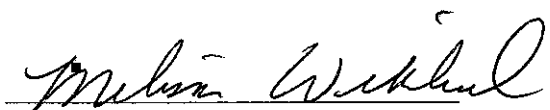
November 16, 2016

Memorandum of Understanding Physician's Report

Further to the application of Clause 23.03 (Proof of Illness), it is understood that any sick days used by the employee prior to the official date of signing of the 2013 to 2016 collective agreement will not be counted towards the number of days required in clause 23.03 for the employee to provide the medical information.

With respect to which medical form is required, the city will implement a sick leave policy that is consistent with the terms of clause 23.03 which will clarify when a physician's report #1 (basic) (ie Name of patient, date and time of medical appointment/visit, duration of absence from work, etc) is required and/or when a physicians report #2 (detailed) (ie include restrictions/limitations, modified hours, etc) is required. While remaining in compliance with clause 23.03, the thought is that for absences of five consecutive days or less, the physician's report #1 would be sufficient, and provided that a Doctor's note included the same info, the Doctor's note would be acceptable.

For absences of more than 5 consecutive days, the physician's report #2 (detailed) would be required. In situations where the physician's report #2 is required, the City will (as per the MOU of the collective agreement) reimburse the employee up to a maximum of \$50 towards the cost of having the report completed.



For the City of Corner Brook



For the Union