

COLLECTIVE AGREEMENT
BETWEEN
THE CITY OF CORNER BROOK
AND
CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 768

(FOR THE PERIOD 1 JANUARY 2021
TO 31 DECEMBER 2024)

TABLE OF CONTENTS

Definitions	1
ARTICLE 1 - GENERAL PURPOSE OF THE AGREEMENT	2
1.01 Purpose.....	2
ARTICLE 2 – RECOGNITION	2
2.01 Recognition of the Union	2
2.02 Work of Bargaining Unit.....	2
2.03 Part Time, Temporary and Casual Employees.....	2
2.04 No Other Agreements.....	3
2.05 Clerical Positions	3
ARTICLE 3 - CITY RIGHTS	3
3.01 Rights of the Employer.....	3
3.02 Rights to Manage and Make Rules.....	3
3.03 Employer Rights Subject to Grievance	3
ARTICLE 4 – DISCRIMINATION	3
4.01 Discrimination	3
4.02 No Discrimination.....	3
ARTICLE 5 - UNION SECURITY	3
5.01 Union Membership.....	3
5.02 New Employees	3
5.03 Checkoff Payments.....	4
5.04 Deduction of Union Dues	4
ARTICLE 6 – CORRESPONDENCE	4
6.01 Correspondence Between the Parties	4
6.02 Resolutions by Council Affecting the Union.....	4
ARTICLE 7 - LABOUR/MANAGEMENT MEETINGS	4
7:01 Labour/Management Committee	4
7:02 Union Bargaining Committee.....	5
7:03 Joint Benefits Committee	5
7:04 Joint Occupational Health & Safety Committee.....	6
ARTICLE 8 - ASSISTANCE, IF REQUIRED, BY UNION/CITY	6
8.01 Assistance, If Required, By Union	6
8.02 Assistance, If Required, by City.....	6
ARTICLE 9 - TECHNICAL INFORMATION	6
9.01 Technical Information.....	6
ARTICLE 10 - EDUCATION & TRAINING	7
10.01 Education Leave and Examinations	7
10.02 On the Job Training	7
10.03 Training Courses.....	7
10.04 Technological and Other Changes	8
10.05 Education	8
10:06 Travel for Training and Upgrading.....	8
ARTICLE 11 - PROMOTION & STAFF CHANGES	9
11.01 Job Posting	9
11.02 Information in Postings	9
11.03 Advertising	9
11.04 Role of Seniority in Promotion and Permanent Transfers	9
11.05 Trial Period.....	9
11.06 Promotions Requiring Higher Qualifications.....	9
11.07 Notification to Employee & Union	10
11.08 Appointments for Specified Periods.....	10
11.09 Crossing Union Jurisdiction on Job Postings for Laborer Position	10
ARTICLE 12 – SENIORITY AND SERVICE	10
12.01 Seniority	10
12.02 Seniority Roster	10
12.03 Loss of Seniority	10
12.04 Amalgamation	11

ARTICLE 13 - LAY-OFFS & REHIRINGS	11
13.01 Lay-off and Recall	11
13.02 Exercise of Seniority	11
13.03 Notice of Lay-off.....	11
13.04 Reporting Back After Lay-off.....	11
13.05 Call Back Preference	12
13.06 Recall of Temporary Employees.....	12
13.07 Call-in of Relief 911 Operators	12
13.08 Principles of Class Progress for 911 Operators	12
ARTICLE 14 - GRIEVANCE PROCEDURE	12
14.01 Appointment of Committee	12
14.02 Settling of Grievances.....	13
14.03 By-pass of Steps.....	13
14.04 Replies to Grievances.....	13
14.05 Adjustments of Settled Grievances.....	13
14.06 Meeting Place	13
14.07 Amending of Time Limits	13
14.08 Witnesses	13
14.09 Failure to Conform	13
ARTICLE 15 – ARBITRATION	14
15.01 Composition of Board of Arbitration	14
15.02 Arbitration Board Procedure	14
15.03 Decision of the Board.....	14
15.04 Expenses of the Board.....	14
15.05 Amending of Time Limits	14
15.06 Witnesses	14
15.07 Sole Arbitrator.....	14
ARTICLE 16 - WARNINGS & ADVERSE REPORTS	14
16.01 Warnings and Suspensions	14
16.02 Adverse Reports	15
16.03 Disciplinary Record	15
16.04 Access to Personnel Files	15
16.05 Access to Terminated Employee File.....	15
ARTICLE 17 - DISCHARGE CASES	15
17.01 Discipline Procedure	15
17.02 May Omit Grievance Steps.....	15
17.03 Reinstatement and Compensation	15
17.04 Compensation for Wages and Holidays	15
17.05 Offences.....	16
ARTICLE 18 - HOURS OF WORK	16
18.01 Hours of Work.....	16
18.02 Surveyors, Recreation Technician.....	16
18.03 Full Time 911 Operator Hours	16
18.04 Municipal Enforcement Officers and Parking Patrol Officer(s).....	16
ARTICLE 19 - PAYMENT OF WAGES & ALLOWANCES	17
19.01 Designated Payday.....	17
19.02 Rate of Pay as per Schedule A.....	17
19.03 Shift Premium (911 Operators).....	17
19.04 Temporary Assignments.....	17
19.05 Service Pay Bonus.....	17
19.06 Professional Fess & Licenses.....	18
19.07 Legal Fees	18
19.08 Daily Rates.....	18
19.09 Summer Relief.....	18
19.10 Severance Pay.....	18
ARTICLE 20 – OVERTIME	18
20.01 Overtime for Non-Rotational Shift Employees.....	18
20.02 Overtime for Rotational Shift Employees (911 Operators).....	19
20.03 No Lay-off Compensate for Overtime.....	20
20.04 Calculation of Overtime Rates	20

20.05	Sharing of Overtime	20
20.06	Overtime During a Meal Period	20
ARTICLE 21 - STATUTORY HOLIDAYS		20
21.01	Statutory Holidays	20
21.02	Statutory Holidays on Saturday or Sunday	21
21.03	Half Days Allowed Without Substitute	21
21.04	Floating Holiday's (Floaters)	21
ARTICLE 22 – VACATIONS		21
22.01	Length of Vacations	21
22.02	Statutory Holiday During Vacation	22
22.03	Preference in Vacations	23
22.04	Period for Taking Vacation	23
22.05	Posting of Vacation Schedules	23
22.06	Unbroken Vacation Period	23
22.07	Approved Leave of Absence During Vacation	23
22.08	Overtime Vacation Rate	23
22.09	Vacation Pay on Termination or Normal Retirement	23
22.10	Vacation Upon Return to Work After Illness or Injury	23
22.11	Deduction of Vacation Time for 911 Operators	24
ARTICLE 23 - SICK LEAVE PROVISIONS		24
23.01	Sick Leave	24
23.02	Accumulation of Sick Leave	24
23.03	Proof of Illness	24
23.04	Illness in the Family	24
23.05	Deductions from Sick Leave	25
23.06	Deductions from Sick Leave for Rotational Shift Employees	25
23.07	Sick Leave During Leave of Absence and Lay-off	25
23.08	Compensable Accident	25
23.09	Notification to Employer by Employee	25
23.10	Sick Leave Committee	25
23.11	Vacation and Accumulated Overtime in Lieu of Sick Leave	25
ARTICLE 24 - INSURANCE AND PENSION PROGRAMS		25
24.01	Group Medical Plan and Long Term Disability Plan	25
24.02	Eligibility for Continuance of Group Benefits During Lay-Off or Illness	25
24.03	Pension	26
ARTICLE 25 – COMPENSATION FOR WORKPLACE INJURY		26
25.01	Continuation of Pay	26
25.02	Accumulation of Benefits	27
25.03	Ease Back	27
ARTICLE 26 - LEAVE OF ABSENCE		27
26.01	Union Conventions and Union Business Leave	27
26.02	Leave of Absence for Public or Union Duties	27
26.03	Compassionate Leave	27
26.04	Death of Employee	28
26.05	Jury Duty/Court Witness	28
26.06	Pregnancy/Parental Leave	28
26.07	Paternity Leave	29
26.08	Extended Unpaid Leave	29
ARTICLE 27 – CONTRACTING		29
27.01	Contracting	29
27.02	Full Time Employment as Needed	29
27.03	Consultation with Union	29
27.04	Contracting In	29
ARTICLE 28 - GENERAL CONDITIONS		29
28.01	Work by Supervisors	29
28.02	Clothing	30
28.03	Employee Protection	30
28.04	Handicapped and/or Older Workers Provision	30
28.05	Equipment	30
28.06	Agreement Clarification and Housekeeping	30

28.07	Copies of Agreement	30
28.08	Death Benefits	30
ARTICLE 29 - NEW CLASSIFICATIONS & WAGE SCALES		31
29.01	New Job Classification	31
29.02	Job Classifications	31
29.03	No Elimination of Present Classification	31
ARTICLE 30 - SEXUAL HARASSMENT		31
30.01	Sexual Harassment	31
ARTICLE 31 - NO STRIKE		32
31.01	No Strike	32
31.02	Refusal to Cross Picket Line	32
ARTICLE 32 - TERMS OF AGREEMENT		32
32.01	Changes in Agreement	32
32.02	Term of Agreement	32
32.03	Notice Period	32
32.04	Agreement Binding	32
SIGNATURE PAGE		33
SCHEDULE 'A' - WAGE RATES & CLASSIFICATION		34
LOU	Exceptions to Clause 18.01 and Schedule A	37
LOU	Hourly Rate for Employees with Seniority Date Prior to Jan. 1, 2017	38
Appendix "A" (Exclusions)		39
Appendix B MOU's and LOU's		40
MOU	911 PSAP	41
LOU	Exchange of Shift (PSAP)	42
MOU	Transfer the Animal Control Position From CUPE 706 To 768	43
MOU	Working Alone	44
LOU	Recreation Technician Winter Hours	45
LOU	Office Assistant Iii	46
MOU	Flex Time	47
MOU	On the Job Training – Students	48
MOU	Student Work Terms	49
LOU	Requests to Employees for Completion of Long Form Doctor's Report	50
MOU	Physician's Report	51
MOU	Summer Students	52
MOU	Workplace Flexibility	53

LOCAL 768 AGREEMENT

THIS AGREEMENT made this 26th day of April 2021 A D

BETWEEN

THE CITY OF CORNER BROOK
hereinafter called the "City"
Party of the First Part

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 768, hereinafter called the "Union"
Party of the Second Part.

DEFINITIONS

Seniority

Seniority is defined as the period of employment (expressed by the date of hire) inclusive of periods of lay-off from the employee's 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 City are not treated as being the same thing under this agreement.

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 accordance with the Human Rights Act.

Paid Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled and under examination or treatment by a physician or dentist or because of an accident for which compensation is not payable through WorkplaceNL.

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 through WorkplaceNL.

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.

PSAP

All reference to the term "PSAP" shall be interpreted to mean "Public Safety Answering Point"

Rotational Shift

The term "Rotational Shift" refers to a shift schedule that requires the scheduled or called-in employee to work alternating hours of work from one week to the next. As an example, a 911 Operator maybe scheduled to work the 8:00am to 8:00pm shift one week and then be scheduled to work the 8:00pm to 8:00 am shift the next week. Such a weekly shift change would usually be made a regular rotational basis.

Non-Rotational Shift

The term "Non-Rotational Shift" refers to a shift schedule that normally remains constant from one week to the next.

Full Time 911 Operator

A full time 911 Operator is an individual that has assigned to the full-time permanent position of Operator in the PSAP centre.

Relief 911 Operator

A Relief 911 Operator is a qualified individual that has been placed on the call-in relief list for work as an Operator in the PSAP centre.

ARTICLE 1 - GENERAL PURPOSE OF THE AGREEMENT**1.01 Purpose**

WHEREAS, it is the desire of both parties of the Agreement to promote the well-being of the community, to maintain the existing harmonious relations and settle conditions of employment 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 income of employees, to encourage efficiency in operations and to promote the morale, well-being, safety and security of all employees in the bargaining unit of the Union.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 2 – RECOGNITION**2.01 Recognition of the Union**

The City recognizes the Canadian Union of Public employees, Local 768 as the sole and exclusive collective bargaining agent for all of its employees save and except employees filling those classifications listed in Appendix A of this Agreement, all employees covered by the certification order dated May 18, 1956 and employed in classifications covered by the Collective Agreement with CUPE Local 706, all employees employed in the classifications covered by the Collective Agreement with CUPE Local 4386, 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 supervisor or as determined under clause 29.01 of this Agreement.

2.02 Work of Bargaining Unit

Persons, whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon by the parties, and except persons employed in a supervisory capacity so long as the persons employed in such supervisory positions are not required to do work for extended periods to detriment of employees covered by this agreement.

2.03 Part Time, Temporary and Casual Employees

This collective agreement is fully applicable to all permanent employees. Unless specified in this agreement, part time, temporary, relief and casual employees receive the same benefits. New employees will accrue seniority, only after completion of the three (3) month probationary period in a given department, after which seniority will be retroactive to the date of hire. The three (3) month probationary period would not have to be continuous but must be served within twenty-four (24) months from the initial date of hire unless mutually agreed otherwise.

Casual/Call-in staff, with the greatest seniority, who possess the required ability and qualifications and who are available (not already assigned) will be assigned to jobs in the bargaining unit. Casual/call-in employees so assigned will be paid the hourly rate of Office Assistant I subject to clause 19.03 of this collective agreement.

Once a casual/call-in employee has been assigned the employer will be under no further obligation to re-assign such employees to other temporary positions arising while working unless posted under Article 11.01 (c).

2.04 No Other Agreements

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

2.05 Clerical Positions

Any clerical position within the bargaining unit that requires temporary relief staff to fill a temporary vacancy or temporary assignment will be filled in accordance with 11.01 (b) or (c) as the case may be.

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 Rights 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 place of employment, the methods, processes and means of performing the various works are the rights 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.

3.03 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.

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 practiced with respect to an employee by reason of race, age, colour, political or religious affiliation, gender, nor by reason of the employee's membership in a trade union.

4.02 No Discrimination

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

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 New Employees

- (a) 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 Article.
- (b) A representative 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 thirty (30) minutes during the first month of employment for

the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligation to the Employer and the Union.

5.03 Check off Payments

Each employee shall, on the day they are hired, sign a dues deduction authorization/personal information 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 to the Union as notified to the City by the Union.

5.04 Deduction of Union Dues

Deductions will be made from the regular bi-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.

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence Between the Parties

Where this agreement requires the Union be copied it shall be sufficient for the purposes of the agreement that such copies be scanned and sent via email (where formal letters are involved), or merely copied via email where email is the originating correspondence. In such circumstances copies will be made to the current President, Recording Secretary, Manager of Human Resources, and the City Manager.

All other correspondence between the parties shall be done via email to the President and Recording Secretary of the Union and the Manager of Human Resources."

6.02 Resolutions by Council Affecting the Union

Copies of all resolutions adopted by the Council which affect this Agreement are to be forwarded to the Union.

ARTICLE 7 - LABOUR/MANAGEMENT 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) 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 City Manager or their designate), and three (3) members of the executive of Local Union 768 (One (1) of whom shall be the President or their designate), 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) 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) **Minutes**

Minutes of the Labour Management Committee are to be taken and circulated to all members of the committee and approved by the City Manager or their designate and the most senior ranked Union executive member present. Failing approval of both parties the minutes are to be presented to the next meeting of the Labour Management Committee for discussion and approval. It is understood that minutes are not verbatim transcripts but reflect the topic discussed, the action to be taken, and the persons responsible to take action.

(f) **Meeting Agenda**

Each Labour Management Meeting will have a set agenda. All agenda items are to be compiled and reviewed by all members of the Committee at least twenty four (24) hours prior to the Committee meeting taking place.

7:02 Union Bargaining Committee

(a) **Representation**

The Union Bargaining Committee shall consist of three (3) members and one (1) alternate of CUPE, Local 768, who must be employed with the City in the bargaining unit. The alternate may attend the first day of bargaining as an observer.

(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 days bargaining sessions occur.

7:03 Joint Benefits Committee

(a) **Representation**

The Committee shall have equal representation from the Unions (CUPE Locals 706, 768, 4386 and IAFF 1222) and the Employer to a maximum of 8 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) 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.

7.04 Joint Occupational Health & Safety Committee

7.04.01 Co-operation by Parties

The Union and the City shall continue to participate in the Occupational Health and Safety Committee and co-operate in continuing and perfecting the safety measures now in effect or put in place and agree that the Occupational Health and Safety (OH&S) Act and Regulations are applicable to City's operations.

7.04.02 OH&S 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.

7.04.03 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.

7.04.04 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.

7.04.05 Working Alone – See Memorandum of Understanding.

7.04.06 Right to Refuse Unsafe Work

When exercising a workers right to refuse unsafe work workers must follow the respective procedure as outlined in current Newfoundland Labrador OH&S legislation.

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

8.01 Assistance, If Required, By Union

The Union shall have the right at any time to have the assistance of any person appointed by the Union when dealing or negotiating with the City.

8.02 Assistance, If Required, by City

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.

ARTICLE 9 - TECHNICAL INFORMATION

9.01 Technical Information

The employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to pension and welfare plans as may be available.

ARTICLE 10 - EDUCATION & TRAINING

10.01 Education Leave and Examinations

- (a) 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 service, 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 their position which they held prior to the education leave.
- (b) An employee shall suffer no loss of straight time pay or health and welfare benefits for training that the Employer establishes or arranges that an employee is directed to attend.
- (c) An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications to a maximum of one (1) day per exam.
- (d) Eighty percent (80%) of tuition, course fees and books will be paid by the City provided it is approved by the Employer prior to enrolment as per Article 10.03(b).
- (e) It is understood that any employee receiving funding assistance for educational training or development shall be responsible for reimbursement to the City of Corner Brook, from monies owed to the employee, for the costs incurred by the City should the employee leave the employment of the City within two years of having received the funding assistance. The amount is calculated on a pro-rated basis of 1/24 the cost for each month not employed within the two year period following the employer supported training or development. Any short fall in amounts owed may be pursued by the City.
- (f) An employee who is approved for training/upgrading on the basis of preparing them for advancement into another position within the bargaining unit of the City, shall apply for and accept such positions as they become available. Unless an employee accepts a promotion requiring the skills and qualifications acquired, or, is required to move from the position as a matter of disability accommodation or is promoted into management, they shall remain in the position for a period of two (2) years, or, be required to reimburse the City for all costs associated with such training/upgrading pro rata to the numbers of the years less than two (2).

10.02 On the Job Training

The Employer may inaugurate and maintain a system of "On the Job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer, in the event of vacancy arising. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours by arranging to exchange positions for temporary periods, without affecting the hourly rate of pay of the employees concerned. Such opportunities for training shall be allocated according to the seniority provisions of this Agreement. Job training shall not take place when the senior employee is absent from work.

10.03 Training Courses

Training Courses

- (a) The Employer shall bulletin any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:
 - Type of course (subjects and material to be covered).
 - Time, duration and location of course.
 - Basic minimum qualifications required for applicants.This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training. The senior qualified applicant shall be selected.
- (b) The City will pay 80% providing:
 - (1) that the course is work related and has been recommended by the Human Resources Manager, and approved by the Director.

AND

- (2) that the annual course has been completed. The Employer will consider requests for course funding prior to completion of the course with the agreement that should the employee fail to complete the course, the employee shall reimburse the employer for the funding provided.
- (c) Any employee, who has completed or is completing training or upgrading courses which is directly related to their position shall be given consideration for their efforts. Their efforts shall be regarded in terms of income adjustment or reclassification to a higher rate of pay. Final approval for such matters shall rest with the Human Resources Manager and the Director. Their decision shall be made within fourteen (14) days after a person has completed their course of studies and has applied for the adjustments or reclassification.
- (d) An employee who is approved for training/upgrading on the basis of preparing them for advancement into another position within the bargaining unit of the City, shall apply for and accept such positions as they become available. Unless an employee accepts a promotion requiring the skills and qualifications acquired, or, is required to move from the position as a matter of disability accommodation or is promoted into management they shall remain in the position for a period of two (2) years, or, be required to reimburse the City for all costs associated with such training / upgrading pro rata to the number of years less than two (2).
- (e) No pay or other premiums will apply while traveling or at such training or upgrading outside normal hours of work.

10.04 Technological and Other Changes

As far in advance as possible prior to technological changes, 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 in accordance with Article 10.03 (b). An employee who is laid off from their job by virtue of technological change or improvements will be given the opportunity to exercise their right to bump according to their seniority over employees in any classification in the bargaining unit for which they are qualified. An employee displaced by bumping, or laid off, may exercise their seniority over employees in any classification within the bargaining unit in which the displaced by bumping, or laid off employee is qualified.

10.05 Education

The employer recognizes that education is a continuing process. Accordingly, the employer shall allow the Union to sponsor, at its own cost, educational functions such as seminars, workshops, lectures, etc. to be held on the employer's premises during the employees lunch period or following the regular working day. Where groups are concerned, arrangements can be made to use a room located on City premises provided that it is at no additional cost to the City.

10.06 Travel for Training and Upgrading

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) Except in case of emergency, ten (10) days prior to filling any position in any classification, the City will post notices of the position on the City bulletin boards in order that all members will know about the position and be able to make written application. Existing City staff to be given preference.
- (b) Except where the incumbent is or expected to be absent as a result of pregnancy and/or parental leave, long term disability, an approved leave of absence including leaves for illness or injury in excess of 12 weeks (three months), the employer may fill the position (a "temporary assignment"), if required, from the available casual employees with the greatest seniority who is available and has the required ability and qualifications. Casual/call in employees assigned under this provision will be paid in accordance with clause 2.03.
- (c) When a temporary assignment is required or expected, as a result of pregnancy and/or parental leave, long term disability and/or an approved leave of absence, including leaves for illness or injury, in excess of 12 weeks (three months), the employer will post and fill the position leave from the applicants who have the greatest seniority with the required ability and qualifications. During the posting process, the temporary assignment may be filled under clause 11.01 (b) above.

11.02 Information in Postings

Such notice shall contain the following information:

- (a) Nature of the position,
- (b) Skills and qualifications required,
- (c) Shift schedule proposed,
- (d) Hourly rate and hours of work
- (e) "This position is open to male and female applicants".

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 Advertising

Any vacancies that require external advertising will be advertised congruently with internal posting. Where a member of Local 768 applies for a vacancy and meets the qualification(s) as listed in the job description, the vacancy will first be offered to the member of Local 768. External applications received for vacancies within the bargaining unit will not be considered until all internal applications have been reviewed.

11.04 Role of Seniority in Promotion and Permanent 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 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 *up to* three (3) months. Conditional on satisfactory performance, the employee shall be declared permanent after the *trial* period. In the event the successful applicant requests to return to their 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, they shall be returned to their former position, hourly wage rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, hourly wage rate, without loss of seniority. A trial period may be extended by mutual agreement between the parties.

11.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling of vacancy. Such employee will be given a trial period, as per 11.05, to qualify and will revert to their former position if the required qualifications are not met within such time.

11.07 Notification to Employee & Union

The name of the successful applicant will be announced via email within seven (7) days of the appointment being communicated to the successful applicant.

11.08 Appointments for Specified Periods

Except where an appointment is made for a specific period to end on a specified date, an appointment to fill a vacancy or a new job shall become permanent after sixty (60) days, provided the person concerned is qualified to fill such vacancy or job. When appointments are made for a specified period, the City shall notify the Union in writing stating therein the name of the employee and the expected duration of the appointment.

11.09 Crossing Union Jurisdiction on Job Posting for Laborer Position

Conditional upon a provision in Local 706 Collective Agreement providing for the crossing of union jurisdiction any employee covered by this agreement may apply for a Laborer position covered by the Local 706 collective agreement with the City.

The City will, subject to clause 11.01 (a) of the Local 706 Collective Agreement:

- (a) Receive an application from any employee covered by the Local 768 Collective Agreement for any laborer position advertised outside an internal staff posting;
- (b) Review the application with the applicant and ensure all relevant information is included;
- (c) Place the applications with all the applications received and process them in accordance with the usual screening processes of the Employer when filling vacancies.
- (d) If successful in acquiring a Local 706 Laborer position, the employee's seniority in Local 768 will be lost after 30 days.

ARTICLE 12 – SENIORITY

12.01 Seniority

Seniority is defined as the period of employment (expressed by the date of hire) inclusive of periods of lay-off from the employee's 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 City are not treated as being the same thing under this agreement.

Furthermore, in the event of two or more employees having the same original date of hire, placement on the seniority list shall be determined by the employee's age by birth date (day month year) and the employee with the earliest birth date shall be deemed senior and recorded as such on the seniority list

12.02 Seniority Roster

A seniority roster covering all employees employed by the City and covered by this Agreement shall be posted on City bulletin boards accessible to the employees and shall show the names and classifications as in Schedule 'A' in order to establish seniority dates of entry into the service and into current classifications. The said roster shall be open for a period of sixty (60) days following the first posting to permit any employee who wishes to protest a date appearing thereon. The roster shall be renewed and, if necessary, amended in November of each year and be so posted.

12.03 Loss of Seniority

An employee, other than a Relief 911 Operator shall not lose seniority rights if they are absent from work because of sickness, accident, or leave of absence approved by the City. An employee shall only lose seniority in the event.

- (a) The employee is discharged for just cause and not reinstated.
- (b) The employee voluntarily terminates their employment, and does not withdraw said resignation in writing within 24 hours.
- (c) The employee ceases to be a member in good standing with the Union.
- (d) The employee retires in accordance with the City's retirement plan.
- (e) The employee is laid off for a continuous period exceeding twenty-four (24) months.

- (f) Thirty (30) days following date appointed to a position under the CUPE Local 706 collective agreement.

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 the C.U.P.E. Local 768.

ARTICLE 13 - LAY-OFFS & REHIRINGS

13.01 Lay-off and Recall

Notwithstanding 13.07, the City agrees that in the event of a temporary lay-off, employees shall be laid off in the inverse order of their seniority within their classifications and where it is necessary to rehire personnel following temporary lay-off, former employees shall be re-employed in the inverse order in which they were laid off, provided they have the necessary ability to perform the work.

13.02 Exercise of Seniority

Following a reduction in staff in any classification, an employee displaced by bumping, or laid off for this cause may exercise their seniority in service over employees in any classification within the bargaining unit in which the displaced by bumping, or laid off employee is competent to work at the rate of pay for that classification.

13.03 Notice of Lay-off

All employees covered by this agreement shall be given the following notice before being laid off, or wages in lieu of same:

- (a) less than thirty (30) days continuously employed – no notice required
- (b) one week, where the employee has been continuously employed by the employer for a period of 1 month or more but less than 1 year;
- (c) 2 weeks, where the employee has been continuously employed by the employer for a period of 1 year or more but less than 2 years;
- (d) 3 weeks, where the employee has been continuously employed by the employer for a period of 2 years or more but less than 5 years;
- (e) 4 weeks, where the employee has been continuously employed by the employer for a period of 5 years or more but less than 10 years; and
- (f) 6 weeks, where the employee has been continuously employed by the employer for a period of 10 years or more.

If the lay-off is delayed, an employee's notice shall be extended by the number of 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.

For the purpose of this clause "continuously employed" includes the employment of seasonal workers who are engaged under a contract of service of 2 or more consecutive seasons of at least 5 months in each season during which the employee is occupationally engaged. Notice of lay off provided for in the above clause shall be subject to the exemptions provided for in provincial legislation (Labour Standards Act).

13.04 Reporting Back After Lay-off

Employees laid off due to a reduction in staff and who fail to return to work within five (5) days after being notified by registered mail to do so, shall be considered out of service and forfeit all seniority rights, unless through sickness or any other just cause notified to the City within five (5) days, and agreed upon by the City and the Union. The City

reserves the right in an emergency to hire any employees laid off who are available for work. All employees shall inform the City of their current address and shall similarly notify any change.

13.05 Call Back Preference

In event of rehiring, the City agrees that it will offer employment to employees affected by lay offs who continue to have the necessary ability to work prior to engaging any new employee for similar work.

13.06 Recall of Temporary Employees

When a temporary employee has been recalled for a specific period of time and is unable to commence the work assignment on the date required, the next senior qualified employee shall be recalled as a replacement. Such employee replacement shall complete the work assignment for which the senior employee had been initially scheduled to perform. However, should the assignment continue beyond five (5) consecutive working days, the senior employee will be recalled if such employee is available.

13.07 Call-in of Relief 911 Operators

(a) Relief work for 911 Operators will be shared on a rotational basis amongst relief staff. Missed time or refused time will be considered as work offered.

(b) A relief 911 Operator will lose all seniority and be moved to the bottom of the CUPE 768 seniority list (regardless of their date of hire) if the employee has refused an offer of work on four (4) or more occasions in an eighteen (18) month period, unless such refusal is through sickness or just cause.

(c) The relief 911 Operator will be called in for work via telephone. The employee will be responsible for ensuring that the proper contact numbers are on file.

(d) The relief 911 Operator will be paid for hours worked each week (unless assigned to a rotational shift).

13.08 Principles of Classification Progression for 911 Operators

The Operator who has between 0 to 546 hours of emergency operator experience with the City shall be classified as Operator I and compensated as per the rate as specified in Schedule A.

The Operator who has between 547 to 2184 hours of emergency operator experience with the City shall be classified as Operator II and compensated as per the rate as specified in Schedule A.

The Operator with more than 2184 hours of emergency operator experience with the City shall be classified as Operator III and compensated as per the rate as specified in Schedule A.

Time off work on employer paid leave by full time Operators will be considered as work experience (ie paid sick leave, paid vacation, time off in lieu of overtime etc).

The City reserves the right to assign an employee to a higher classification, or waive the probationary period rate of pay, if the employee has additional relevant experience obtained outside of the organization.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 Appointment of Committee

(a) Appointment of Committee

The Union shall appoint or otherwise select a Grievance Committee of three (3) members of CUPE Local 768 who shall be employees of the City in the bargaining unit. The personnel of such committee shall be communicated to the City within seven (7) days of appointment.

(b) Permission to Leave Work

The Union recognizes that each member of the grievance committee is employed full time by the City and that they will not leave their work during working hours except to perform their duties under the grievance procedure. Therefore, no member of the grievance committee shall leave their work without first obtaining the permission of the employee's immediate supervisor. Permission shall not be unreasonably withheld for time

off, without loss of pay.

14.02 Settling of Grievances

Where a dispute involves the termination of an employee, the parties may agree to bypass steps one and two and proceed immediately to Step three.

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, an earnest effort shall be made to settle the issue by bringing the issue to the immediate supervisor and failing resolution the dispute shall follow the procedure below:

Step 1 - The aggrieved employee(s) shall, within four (4) working days of the occurrence of the event protested, submit the grievance in writing to the Chairperson of the Union Grievance Committee.

Step 2 - If the Grievance Committee of the Union considers the grievance to be justified, the employee(s) concerned, together with a member of the Grievance Committee shall within four (4) working days following receipt of such grievance, first seek to settle the dispute with the employee's supervisor or Department Head.

Step 3 - Failing satisfactory settlement within four (4) working days after the dispute was submitted under Step 2, the employee(s) concerned, together with the Grievance Committee, will submit to the City Manager, a written statement of the particulars of the complaint and the redress sought. The City Manager shall render their decision in writing within five (5) working days after receipt of such notices or such longer period as may be mutually agreed upon.

Step 4 - Failing a satisfactory settlement under Step 3, the Union or the City may, within fifteen (15) working days, serve written notice on the other, their intention to submit the matter to arbitration.

14.03 By-pass of Steps

Where a dispute involves a question of general application or interpretation, or involves the termination of an employee, the City Manager or his designate and the Union may agree to bypass steps one and two and proceed immediately to Step three.

14.04 Replies to Grievances

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

14.05 Adjustments of Settled Grievances

Adjustments of grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

14.06 Meeting Place

The City will arrange a meeting place for the grievance meetings.

14.07 Amending of Time Limits

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

14.08 Witnesses

Witnesses may be called by either party. Any cost involved in producing any such witness, or witnesses, shall be at the expense of the party calling the witness, or witnesses.

14.09 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 City Manager 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) days, select a third person to act as chairperson on the Board of Arbitration but should they not do so within five (5) days, then either party may apply to the Minister of Environment and Labour Relations for Newfoundland 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) 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) 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) 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 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 they 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 of the fees and expenses of the Arbitrator.

ARTICLE 16 - WARNINGS & ADVERSE REPORTS

16.01 Warnings and Suspensions

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 their work up to a required standard by a given

date, the Employer shall within five (5) days give written particulars of such discipline to the employee involved, with a copy to the Union.

16.02 Adverse Reports

An employee shall be notified in writing of any expression of dissatisfaction, or complaint ("adverse report") concerning their 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 their record for use against them at any time. The employee's reply, if filed within forty-five (45) days of receipt of the adverse report, shall become part of their record.

16.03 Disciplinary Record

The disciplinary record of an employee shall have all adverse reports and issued discipline deleted and same shall not be used against them 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.

16.04 Access to Personnel Files

There shall be only one (1) recognized personnel file and that file will be the one (1) maintained by the Human Resources Department. Not more than once per year, upon written request with at least three (3) working days notice to the Human Resources Office, an employee shall have the right to view their personnel file. The employee may request copies of documents contained in the file and such requests shall not be unreasonably denied.

16.05 Access to Terminated Employee File

An employee who has been terminated may arrange for supervised access to their personnel file or request a copy of the file be prepared and provided to the Union counsel involved with their grievance at any time following termination but prior to thirty (30) days before the first scheduled date of hearing agreed upon with the arbitrator.

ARTICLE 17 - DISCHARGE CASES

Subject to any statutory provisions to the contrary.

17.01 Discipline Procedure

An employee who has completed their probationary period may be dismissed but only for just cause, and only upon the authority of the City Manager. A Director may suspend an employee but shall immediately report such action to the City Manager. When an employee is discharged or suspended, they shall be given the reason in the presence of their representative, if so requested. Such reasons shall be in writing to the employee and the Union.

17.02 May Omit Grievance Steps

An employee who considers them self to be wrongfully discharged or suspended shall be entitled to a hearing under Article 14, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

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 their former position without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings, excluding overtime, during the next pay period following reinstatement, or by any other arrangement which, in the opinion of the conferring parties or an Arbitration Board (if the matter is submitted to such Board) or Arbitrator, is reasonable.

17.04 Compensation for Wages and Holidays

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 Hours of Work

The normal work week for all employees except PSAP employees covered by this agreement shall be Monday through Friday.

The normal daily hours of work for all job classifications shall be:

911 Operator I, II and III	8:00 am to 8:00 pm or 8:00 pm to 8:00 am
Accounting Clerk I	8:30 am to 4:30 pm
Accounting Clerk II	8:30 am to 4:30 pm
Accounting Clerk III	8:30 am to 4:30 pm
Administrative Assistant	8:30 am to 4:30 pm
Building System Operator	8:00 am to 5:00 pm
Business Resources Assistant	8:30 am to 4:30 pm
Cad Technician I, II, and III	8:30 am to 4:30 pm
City Collector	8:30 am to 4:30 pm
Computer Support Specialist	8:30 am to 4:30 pm or 9:00 am to 5:00 pm
Customer Services Representative	8:00 am to 4:30 pm or 8:30 am to 5:00 pm
Development Inspector I, II, and III	8:30 am to 4:30 pm
Fleet Management Coordinator	8:00 am to 5:00 pm
GIS/Asset Technician	8:00 am to 5:00 pm
GIS Administrator	8:00 am to 5:00 pm
Job Costing Clerk	8:30 am to 4:30 pm
Land Management Research Assistant	8:30 am to 4:30 pm
Municipal Enforcement Officer I, II, and III	8:30 am to 4:30 pm
Municipal Enforcement Officer I (Animal Control)	8:00 am to 4:30 pm
Office Assistant I	8:30 am to 4:30 pm
Office Assistant II	8:30 am to 4:30 pm
Office Assistant III (Community Services)	8:00 am to 4:30 pm
Office Assistant III (Water and Sewer & Public Works)	8:00 am to 4:30 pm
Parking Patrol Officer	8:30 am to 4:30 pm
Planning Technician I, II, and III	8:30 am to 4:30 pm
Recreation Technician	8:00 am to 5:00 pm
Senior Customer Service Representative	8:00 am to 5:00 pm
Senior Municipal Enforcement Officer	8:30 am to 4:30 pm
Survey Technician I, II, and III	8:00 am to 5:00 pm

Survey Assistant I, and II	8:00 am to 5:00 pm
Sustainable Development Technician	8:00 am to 5:00 pm

All employees except PSAP employees covered by this agreement shall be entitled to an unpaid lunch period of one hour.

18.02 Surveyors, Recreation Technician

During the winter months where the Survey Technician I, II, III move inside, their hours, along with the Recreation Technician will be adjusted to coincide with City Hall office hours of 8:30 am – 4:30 pm except in the case of emergencies, rush work, deadline, etc. During any period of adjustment under this clause, the employees will be paid as if they had worked the hours as outlined in 18.01. All overtime to be calculated on a forty (40) hour week (eight (8) hours per day) basis.

18.03 Full Time 911 Operator Hours

Full Time 911 Operators will be set up in four (4) teams of two (2) Operators per team. Two (2) full time 911 Operators will be scheduled to work at all times.

Full time 911 Operators will work a four (4) day on/ four (4) day off shift schedule (average forty two (42) hours per week.) Rotational shifts will be twelve (12) hours each, beginning at 8:00 am or 8:00 pm. The regular bi-weekly pay for the full time 911 Operator will be based on an average hourly week of 42 hours. Every second Thursday, the full time 911 Operator will be paid via direct deposit for 84 regular hours of wages on condition that they work the required scheduled hours.

18.04 Municipal Enforcement Officers and Parking Patrol Officer(s)

All Municipal Enforcement Officers work hours shall be the same as those stated in Article 18.01 with the exception of Officers engaged in enforcement of laws enforced by the City, who, upon seven (7) days notice, may be required to work a schedule of hours to provide enforcement between 9:00 a.m. and 9:00 p.m. on Thursdays and Fridays. The schedule upon expiry of the notice (unless otherwise agreed) will be the one set out in the Collective Agreement 2000 – 2004.

ARTICLE 19 - PAYMENT OF WAGES & ALLOWANCES

19.01 Designated Payday

The City shall pay wages due to the employee by Direct Deposit on every second Thursday. On each payday an itemized statement of 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 shall be as set forth in schedule "A" attached hereto.

19.02 Rate of Pay as per Schedule "A"

Any new employee hired into a position shall receive the probationary rate as set out in Schedule A for the three month probationary period. Upon successful completion of the three month probationary period, the employee will be advanced to the 100% level of pay for that position.

19.03 Shift Premium (911 Operators)

Hours worked by 911 Operators between 8:00 pm and 8:00 am shall not receive a shift premium in addition to regular earnings. It is understood and acknowledged that the hourly rate for the 911 Operators was increased for all hours to reflect the previous shift premium included in the December 9, 2014 MOU between the City and the Union.

19.04 Temporary Assignments

After thirty (30) days any employee, other than a relief 911 Operator working as 911 Operator, required to fill temporarily, a position for which a higher hourly rate than that for such employee's regular work is paid, after thirty (30) days shall receive the higher hourly rate while so employed, with the exception of vacations. Any employees required to fill temporary positions for which a lower hourly rate is paid, shall not suffer any reduction in their hourly rate while employed in such a position. The higher rate of pay will be retroactive to the time the employee assumed the position.

19.05 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, their 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.

19.06 Professional Fees & Licenses

The employer shall pay professional and/or license fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed. This does not include drivers licenses.

19.07 Legal Fees

The employer shall pay all legal costs for any action initiated against an employee by virtue of the performance of their employment duties excepting the employee who has been negligent or derelict in their duty.

19.08 Daily Rates

For the purpose of computation of daily rates for employees (other than 911 Operators), the year shall consist of fifty-two (52) work weeks and the work week shall be considered to contain the days Monday to Friday inclusive. The hourly rate shall be obtained by dividing the appropriate daily hours worked. For the purpose of computation of the daily rate for full time 911 Operators, unless otherwise specified in this agreement, the year shall consist of 45.6 shifts of a four day on/four day off rotational basis, with each shift being 12 hours.

19.09 Summer Relief

Employees, other than those sponsored by Human Resources Development Canada, who are hired for specific duties during the normal summer hours, shall be paid a rate mutually agreed by both parties.

All other terms and conditions of employment shall be determined by mutual consent.

19.10 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) A new 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 \$15,000 or twenty (20) weeks pay which ever 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 their retirement under the plan, shall be entitled to severance pay in accordance with the schedule stated in 19:10 (b).

ARTICLE 20 – OVERTIME

20.01 OVERTIME for Non-Rotational Shift Employees

(a) Overtime Defined

All time worked by the employee before or after the regular work day and the regular work week or on a holiday, shall be considered overtime

(b) Compensation for Work Before and After Daily Scheduled Hours

Overtime worked by the employee before and after the regular daily hours shall be paid for at the rate of time and one-half for the first three (3) hours and double time after three (3) hours in any one day or shift.

(c) Compensation for Work on Paid Holidays

Overtime worked by the employee on a holiday shall be paid for at the rate of double time in addition to holiday pay.

(d) Saturday Work

All work required to be performed by the employee during the regular daily hours on Saturday shall be paid for at the rate of time and one-half, provided the employee has worked their regular hours of work for the week. Work required to be performed by the employee beyond the regular daily hours on Saturday shall be paid for at the rate of double time.

(e) Sunday Work

Employees required to work on Sunday or any other day between 12:00 midnight and 8:00 a.m. shall be paid at the rate of double time.

(f) Call-Back Pay Guarantee

A scheduled employee who is called back to work outside their regular scheduled working hours shall be paid for a minimum of two (2) hours at overtime rates.

(g) Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may receive time off at the appropriate overtime rate, at a time to be mutually agreed upon by the employee and the City.

20.02 OVERTIME for Rotational Shift Employees (911 Operators)

(a) Overtime Defined

All time worked by a Full Time rotational shift employee before or after the regular scheduled work day and the regular scheduled work week, shall be considered overtime

(b) Compensation for work before and after daily scheduled hours

For all Full Time 911 Operators, time worked after 12 consecutive straight time hours shall be paid for at the rate of time and one half (1 ½) for the first three (3) hours, and double time (2) after three (3) hours in any twenty-four 24 hour period.

(c) Compensation for work in excess of 11 hours on the 5th and/or 6th consecutive shift

All overtime worked by Full Time 911 Operators on their regularly scheduled day off will be paid at the rate of time plus one half (1 ½) for each hour worked. However, if the employee is required to work a 5th and/or 6th consecutive shift (ie an additional shift, or two (2) additional shifts after having already worked their four (4) normally scheduled shifts), they shall be paid at the rate of double time (2.0) for each hour worked in excess of eleven (11) hours in each of the 5th and 6th shifts.

(d) Compensation for Relief 911 Operators after 12 hours of work

Relief 911 Operators shall be considered eligible for overtime pay after twelve (12) straight time hours have been worked in any twenty-four (24) hour period. After twelve (12) straight time hours have been worked in any twenty-four (24) hour period, the relief operator shall be entitled to time plus one half the normal hourly rate for the next 3 hours worked in that same twenty-four (24) hour period. Any time worked beyond the 15 hour period in that same twenty-four (24) hour period shall be paid at two (2) times the normal hourly rate.

(e) Time off for Relief 911 Operators after 4 consecutive shifts worked

In the event that the relief 911 Operator works four (4) consecutive twelve (12) hour days/night shifts in a row, they shall be entitled to a period of forty eight (48) hours off work without being considered as having refused work. If, however, a relief employee wishes to accept an offer of work at straight time wages after only having had twenty four (24) hours off, they may be permitted to do so upon providing the City with written notice to that effect. Such notice will remain in effect for a minimum of twelve (12) months from the date submitted, and will continue beyond that twelve (12) month period unless otherwise indicated by the employee in writing.

(f) Call-in Guarantee Relief 911 Operators

Relief 911 Operators called into to work shall be entitled to a minimum of two (2) hours work at their regular hourly rate. It is understood that all reasonable effort will be made to replace the full time operator who is expected to be absent from work for more than two (2) hours (ie has to leave work due to illness).

(g) Banking of Overtime/Statutory time

Only Full Time 911 Operators shall be entitled to bank overtime for time off in lieu of working. The maximum amount of overtime PLUS statutory holiday time off in lieu (eight (8) hours per holiday) that an employee is permitted to have banked at any given time shall not exceed the equivalent of sixty (60) hours at straight time

and no employee shall be permitted to take more than 60 hours of time off in lieu in any one calendar year. However, in circumstances where an employee applies to the supervisor in writing to bank more than 60 hours, or take more than 60 hours of time in lieu in a year, the supervisor may agree with such request without concern of violating this agreement provided that the request from the employee is copied to the union. It is understood and agreed that the "Floating Holiday's" are treated separate from the "Statutory Holiday's" and as such, floating holidays (for time off with pay at a later date) are not included in the maximum number of banked and/or taken hours specified above. Employee training that occurs during the employee's day off shall be paid at straight time.

20.03 No Lay-off to Compensate for Overtime

The employer shall not lay off employees during regular hours to equalize any overtime worked.

20.04 Calculation of Overtime Rates

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

20.05 Sharing of Overtime

Overtime and call-back time for non-rotational shift employees shall be divided equally among employees who are willing and qualified to perform the available work.

20.06 Overtime During a Meal Period

Any meal period taken during hours subject to overtime shall be considered time worked.

ARTICLE 21 - STATUTORY HOLIDAYS

21.01 Statutory Holidays

All non-rotational shift employees shall have the following ten (10) 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 - May 24th)
4. Canada Day/Memorial Day (July 1)
5. Labour Day (first Monday in September)
6. Thanksgiving Day (second Monday in October)
7. Armistice Day (Remembrance Day - November 11)
8. Christmas Day (December 25)
9. Boxing Day (December 26)
10. Civic Holiday

All full time 911 Operators will be paid eight (8) hours of straight time pay for each statutory holiday identified in Article 21. Such payment shall be made during the pay period in which the holiday occurs. (Banking of statutory holidays is permitted as per Clause 20.02 (g).

In the event that a full time 911 Operator is scheduled to work both Christmas Day and New Year's Day in the same holiday season, and they wish to have one (1) of those two (2) days off without loss of pay, the employee shall provide a written request to the supervisor, not later than December 01 of that year identifying which day off is being requested. Such request shall not unreasonably be denied provided however that the other full time member of the team is not scheduled off. It is understood that the employee taking the time off will be required to use vacation time, banked overtime or statutory holiday pay (or a combination of time) to ensure no loss of pay.

Relief 911 Operators required to work on any of the identified statutory holidays shall be paid eight (8) hours of straight time pay for the holiday in addition to the straight time pay for the hours worked (other than Christmas Day).

In recognition of Christmas Day being a special holiday for many 911 Operators, 911 Operators will be paid time and

one half the straight time rate for all hours actually worked on Christmas Day which is deemed to be the period from 12:01 a.m. Christmas Day, December 25, until 11:59 p.m. Christmas Day, December 25, (herein called "The Christmas Day Premium Rate"). Start and finish times shall not be used to extend the Christmas Day Premium Rate outside these times.

21.02 Statutory Holidays on Saturday or Sunday

If holidays numbered 1, 4, 7, 8, 9, or 10 above fall on a Saturday or Sunday, non-rotational employees shall take another day. This shall, whenever possible, be the day nominated by the Provincial Government for observance, otherwise to be mutually agreed.

21.03 Half Days Allowed Without Substitute

The following half-days will be allowed, if working days (no substitute):

- (a) December 24th
- (b) December 31st.

21.04 Floating Holiday's (Floaters)

The following days shall be known as floating holiday's (floaters). St. Patrick's Day, Easter Monday, St. George's Day, Discovery Day and Orangemen's Day.

Floaters – Fulltime Permanent Non-Rotational Shift Employees

Full Time Permanent Non Rotational 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 year in which the floaters occur.

Floaters – Seasonal Non-Rotational Shift Employees

Seasonal non-rotational shift employees who work on any of the designated floaters shall be entitled to a day off with pay for each day worked. 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 on final pay.

Floaters – Casual Non-Rotational Shift Employees

Casual non-rotational shift employees with a minimum of three (3) months' seniority, who work on any of the designated floaters shall be paid the applicable daily rate of compensation for the day worked plus receive an additional daily rate of competition at straight time for the floater. The daily rate of compensation will be in addition to the hours worked and issued to the employee on their next regular pay.

Floaters – Full Time 911 Operators

Only Full Time 911 Operators shall be entitled to eight (8) hours off with pay in lieu of the five (5) floating holiday's (floaters) known as St. Patrick's Day, Easter Monday, St. George's Day, Discovery day and Orangeman's Day. Floating holidays for the 911 Operators are interpreted to be equal to eight (8) hours of straight time wages.

Floaters – Relief 911 Operators

Relief 911 Operators who work any hours on the observed day of the floating holiday shall be paid straight time wages for each hour worked plus receive an additional hour of wages for each hour worked to a maximum of eight (8) additional hours of wages. Such additional wages are considered full compensation for the floating holiday. Relief 911 Operators who do not work on the observed day of the floating holiday shall not be entitled to any compensation for that holiday.

ARTICLE 22 - VACATIONS

22.01 Length of Vacations

- (a) All non-rotational 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 occurs 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 occurs (or 48 accrued months) 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 occurs (or 120 accrued months) and in each year including the eleventh 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 12th anniversary of hiring occurs (or 144 accrued months) and in each year thereafter an employee entitled to vacation shall have vacation anticipation in the amount of:

4 weeks as of January 1

Each non-rotational shift employee shall receive one (1) additional vacation day in the year after completion of twelve (12) years of service and an additional vacation day will be granted for each additional year of service thereafter up to a maximum accumulated of ten additional vacation (10) days.

(b) Full time 911 Operators will be entitled to paid vacation on a prorated basis, based on the following schedule:

Fulltime 911 Operators with less than six thousand five hundred and fifty two (6552) regular hours worked shall receive annual paid vacation entitlement of eighty four (84) hours of paid vacation leave for each two thousand one hundred and eighty four (2184) hours of regular hours of work (note overtime hours are not included in this calculation).

Fulltime 911 Operators with more than six thousand five hundred and fifty two (6552) regular hours worked but less than nineteen thousand six hundred and fifty six (19,656) regular hours worked shall receive annual paid vacation entitlement of one hundred and twenty six (126) hours of paid vacation leave for each two thousand one hundred and eighty four (2184) hours of regular hours of work (note overtime hours are not included in this calculation).

Fulltime 911 Operators with more than nineteen thousand six hundred and fifty six (19,656) regular hours worked but less than twenty six thousand two hundred and eight (26,208) regular hours worked shall receive annual paid vacation entitlement of one hundred and sixty eight (168) hours of paid vacation leave for each two thousand one hundred and eighty four (2184) hours of regular hours of work (note overtime hours are not included in this calculation).

Fulltime 911 Operators with more than twenty six thousand two hundred and eight (26,208) regular hours worked will continue to receive annual paid vacation entitlement of one hundred and sixty eight (168) hours of paid vacation leave for each two thousand one hundred and eighty four (2184) hours of regular hours of work plus an additional eight (8) hours of paid vacation for each additional two thousand one hundred and eighty four (2184) hours of regular hours worked to a maximum annual entitlement of two hundred and fifty two (252) hours of paid vacation each year (note overtime hours are not included in this calculation).

(c) Payment in lieu of Vacation

Part time, seasonal, casual employees and Relief 911 Operators with less than 48 months of accumulated service with the City will continue to receive vacation pay paid on each pay at the rate of 4% of earnings except where it is known that the employee is expected to be employed beyond twelve (12) months from and after January each year in which case the employee may elect to take vacation that year as any regular employee or be paid 4% for each pay period.

Part time, seasonal, casual employees and Relief 911 Operators with 48 months or more of accumulated service with the City will receive vacation pay paid on each pay at the rate of 5% of earnings except where it is known that the employee is expected to be employed beyond twelve (12) months from and after January each year in which case the employee may elect to take vacation that year as any regular employee or be paid 5% for each pay period.

22.02 Statutory Holiday During Vacation

If a holiday as established by this agreement in Article 21 falls or is observed during an employee's vacation period, they will be granted an additional day's vacation for each such holiday in addition to their regular vacation time.

22.03 Preference in Vacations

All non-rotational employees shall, whenever conveniently possible, be granted the vacation period preferred by the employee, or at such time as may be mutually agreed upon by the department head and employee. Preference in choice of vacation dates shall be determined by seniority with the City. The City reserves the right to shut down operations for vacation purposes.

Only one (1) Full Time 911 Operator per team may be scheduled off on vacation at a time. At no time shall more than two (2) of the eight (8) Full Time 911 Operators be scheduled for vacation on the same date. In the event of more than two (2) Full Time 911 operators requesting the same date(s) off, approval will be given to the senior employees provided that those two (2) senior employees are not on the same team.

22.04 Period for Taking Vacation

The vacation year shall be January 01 to December 31

Vacation shall be taken during the year in which the employee is entitled to take it, except where by mutual agreement between the employee and the Employer such vacation is deferred. Not more than one-half of the vacation due may be deferred, and the maximum period of deferment shall be five (5) months. Employees shall select the preferred dates for taking all of their deferred vacation, on or before December 30th each year. Failure to obtain approval for deferred vacation by January 15th of the following year shall entitle the Employer to schedule and require the employee to take the deferred vacation at the time(s) chosen by the Employer.

22.05 Posting of Vacation Schedules

Draft Vacation lists shall be submitted by staff to the Head of Departments by April 15th and approved lists shall be posted not later than April 30th. A variance from an approved list shall only be made for a reason which, in the opinion of the Department Head, is adequate.

22.06 Unbroken Vacation Period

Where possible an employee shall take their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the employer.

22.07 Approved Leave of Absence During Vacation

Where an employee qualifies for (1) sick leave in accordance with Article 23.02, by virtue of being hospitalized during the employee's vacation leave (2) bereavement, or (3) any other approved paid leave during the period of their vacation, there shall be no deduction from vacation credits for such absence if the employee reports the occurrence of one or more of these events within four (4) days of the occurrence and seeks the approval of employee's supervisor to either add the qualifying vacation days to the then current vacation period, if applicable, or to retain them for use at a later date as mutually agreed by employer and employee.

22.08 Overtime Vacation Rate

An employee who has commenced their scheduled vacation/ approved leave shall not be required to work during their scheduled vacation/approved leave except in case of emergency. However, should an employee agree to work when requested during their scheduled vacation/ approved leave, they shall be paid at double the regular rate of pay plus one vacation day off in lieu for each day worked.

22.09 Vacation Pay on Termination or Normal Retirement

An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination. On normal retirement at age 65, an employee shall be entitled to the same vacation or vacation pay which they would have earned if they had continued in employment to the end of the calendar year. The value of any vacation time taken prior to termination but not yet earned as of the date of termination is repayable to the City. The value of such vacation can be deducted from the employee's final payment from the City.

22.10 Vacation Upon Return to Work After Illness or Injury

In the event of an employee being off due to illness or injury, but returning to work before the end of the vacation year, they 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 their 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 months of returning to work.

22.11 Deduction of Vacation Time for 911 Operators

It is understood and agreed that for the purposes of the 911 PSAP staff, any and all reference to a vacation day means eight (8) hours. (i.e. when an employee accumulates a vacation day, it is recognized as having a value equal to 8 hours normal wages. As such, when a PSAP employee, who is scheduled to a 12 hour shift, is absent from work on vacation leave, they will be deducted twelve (12) hours of accumulated time from their applicable bank, in order to be fully paid for the 12 hours absent.

ARTICLE 23 - SICK LEAVE PROVISIONS

23.01 Sick Leave

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 through WorkplaceNL.

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 they 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.

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, except for 911 Operators, 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.

Each full time 911 Operator and Relief 911 Operator will be entitled to eight (8) hours of paid sick time for each one hundred and sixty eight (168) regular scheduled hours of worked (note overtime hours are not included in this calculation). Unused hours of paid sick time can be accumulated for future use up to a maximum accumulation of eight hundred 800 hours.

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 and a claim for sick leave with pay an employee must thereafter produce a medical note 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 through WorkplaceNL. 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.

23.04 Illness in the Family

Where no one other than the employee can provide for the needs during illness of their spouse and/or child, or their mother and/or father, when residing in the same household as the employee, the employee shall be entitled after notifying their supervisor to use a maximum of five (5) accumulated sick leave days per calendar year. A medical note

must be produced upon three (3) consecutive days of absence. The employee may be required to present proof of illness of the family members concerned to the employer upon request. Floaters/Time-off in lieu or vacation will not be unreasonably denied for an employee to attend a medical appointment or illness of family member. The sick leave days for illness in the family will not be considered in calculating the cumulative sick leave days as per clause 23.03.

23.05 Deductions from Sick Leave for Non-Rotational Shift Employees

A deduction shall be made from accumulated sick leave for the non-rotational employee for all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than one-half day shall not be deducted. Absence for one-half day or more and less than a full day shall be deducted as one-half day.

23.06 Deductions from Sick Leave for Rotational Shift Employees

It is understood and agreed that for the purposes of the PSAP staff, any and all reference to a sick day means eight (8) hours. When an employee accumulates a unused sick day, it is recognized as having a value equal to 8 hours normal wages. As such, when a PSAP employee, who is scheduled to a 12 hour shift, is absent from work due to sickness, they will be deducted twelve (12) hours.

23.07 Sick Leave During Leave of Absence and Lay-off

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

23.08 Compensable Accident

Sick leave benefits will not apply in the case of a compensable accident nor will accumulated time be reduced for this reason.

23.09 Notification to Employer by Employee

The immediate supervisor of the employee must be advised on the first day of absence due to illness by the employee or their spouse or their doctor, of such illness and such advice must be received not later than 30 minutes prior to the normal start time of the shift on the first day and noon of the day prior to their return to work.

23.10 Sick Leave Committee

Labour/Management Sick Leave Committee will meet at the call of management to discuss any suspected pattern of sick leave abuse.

23.11 Vacation And Accumulated Overtime in Lieu of Sick Leave

When an employee has been off work by reason of bona fide sickness or non-compensable injury for a period of at least three consecutive weeks and has exhausted all available paid sick leave they may elect in writing to access up to one week of accrued and current, but unused, annual vacation leave to provide extended income beyond their available sick leave.

ARTICLE 24 - INSURANCE AND PENSION PROGRAMS

24.01 Group Medical Plan and Long Term Disability Plan

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 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 their 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 they remain eligible. The failure by the employee to pay their 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 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 their share of the premiums in advance on the 1st regular business day of each month will result in the loss of this benefit.

24.03 Pension

Every employee eligible to do so 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 shall join the City's pension plan.
- (f) Vesting table - At the end of the second year of participation, 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 6%.
- (i) Topical Seminars on Retirement Issues - 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) Pension for Part-Timers - 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 consecutive years commencing January 1, 1998 having earned at least 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 24.01 (h).
- (k) 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.

ARTICLE 25 - COMPENSATION FOR A WORKPLACE INJURY

25.01 Continuation of Pay

In the event of an employee sustaining an accident on the job deriving compensation from WorkplaceNL, the City will loan the employee a sufficient amount of money to ensure that the employee affected will continue to receive a sum

equal to what they would receive from WorkplaceNL. The loan will be interest free until the WorkplaceNL adjudicator makes a determination with respect to the claim. Such loan payments will commence immediately and will terminate with the determination of the adjudicator. In the event of acceptance of the claim, the employee will ensure that the funds received from WorkplaceNL 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 the employee 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 days. If there are insufficient funds in the wages or monies owing, the City may pursue the recovery of the remaining amount. Cheques issued by WorkplaceNL for compensation payment must be submitted to the Payroll Supervisor until the loan is repaid. In the event that the employee does not cooperate with WorkplaceNL or the City's disability management process, loan payments will cease immediately and the City will begin the loan collection process.

25.02 Accumulation of Benefits

While on a claim with WorkplaceNL, 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 they would if they had not been injured. It is understood that this benefit is only applicable once per injury.

25.03 Ease Back

The Employer, where WorkplaceNL recommends, shall endeavor to establish an ease back program, for an employee on a WorkplaceNL claim if there is available work within their medical limitations.

Any employee that is off of work due to a medical illness/injury, when recommended by their treating physician, will work with the employer to establish an ease back program provided there is work available within their medical limitations.

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 week in advance for members to attend Union business. In no case shall the total person days exceed twenty (20) 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 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. In the meantime, the union may be permitted to draw days from the next year.

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 their term of office.
- (c) An employee who is elected or selected for a position within the Union, or anybody 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 their term.
- (d) With the approval of the Department Head, time off with pay may be allowed for the President of the Local Union or their 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 and/or step parent

- Child and/or step child
- Spouse, including common-law

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 and/or Sister
- Brother and/or Sister-in law
- Mother and/or Father-in law
- Grandchild

In the event that such death occurs more than 250 km outside of the City, two (2) additional consecutive days leave without loss of pay shall be granted as travelling time, if necessary and requested.

An employee shall suffer no loss of pay for the day of the funeral in the event of the death of the employee's:

- Step Brother and/or Sister
- Step Grandchild
- Son and/or Daughter-in law

Compassionate leave will be in addition to scheduled days off, holidays, vacation and floaters.

26.04 Death of Employee

In the event of death of any employee covered by this Agreement, the City Manager may authorize all or any employees to attend the funeral during working hours without loss of pay.

26.05 Jury Duty/Court Witness

When an employee is summoned for jury duty or subpoenaed as a court witness, except on their own behalf, the employee 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 the employee is facing criminal charges OR on a matter that they has brought before the courts (ie legal action against 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.

26.06 Pregnancy/Parental Leave

(a) Commencement and duration of Pregnancy/Parental leave

Parental leave must start within thirty five (35) weeks of the birth of the child or when the child comes into the custody and care of the parent for the first time.

An employee shall be permitted to commence pregnancy leave without pay, at the beginning of their sixth month of pregnancy. Provided the employee has sick leave available for use they may avail of sick leave during the period of pregnancy leave. Once the employee's sick leave is exhausted and/or upon the birth of the employee's baby, the employee will proceed to parental leave. Pregnancy leave can last up to a maximum of seventeen (17) weeks. An employee, on completion of pregnancy leave may, where eligible, proceed to parental leave. The maximum pregnancy and parental leave combined under this clause shall not exceed seventy-eight (78) weeks in total.

(b) Adoption/Parental Leave

An employee shall be permitted to commence adoption leave upon the date that the child comes into their custody. Adoption leave shall be granted up to a maximum period of seventeen (17) weeks to an employee who legally adopts a child and upon presentation of proof of adoption. Adoptive parents are entitled to an additional sixty one (61) weeks maximum, of parental leave, for the total maximum leave accumulation of seventy-eight (78) weeks.

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

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

- (d) **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.

- (e) **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.

26.07 Paternity Leave

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

26.08 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 their 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 of 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 management's right and duty of the City to arrange for the performance of public services in any way which appear to the City to be most advantageous to the citizens, including the contracting out of work and services.

27.02 Full Time Employment as Needed

The City recognizes that it is to the advantage of the citizens and conducive to good labour relations if the greater part of those persons now on the payroll who have given full-time year round service to the City and its predecessors for several years may, subject to compliance with provisions of this Agreement, reasonably expect to continue in such service while the City has the need and means to employ them.

27.03 Consultation with Union

Accordingly, the City agrees that, before contracting out any office work on a scale which would entail a lay-off of persons of the kind mentioned above, it will consult with the Union, and both parties agree to endeavor to reach agreement on the basis of Articles 27.01 and 27.02 above.

27.04 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 be required to do work covered by the classification in Schedule 'A' for extended periods to detriment of employees covered by this Agreement.

28.02 Clothing

The City will be responsible for one hundred percent (100%) of the cost of the following items to be issued as required. Development Inspector I, II and III; Engineering Department - Surveying Personnel; Fleet Management Coordinator; Research Assistant; Building Systems Operator; Sustainable Development Technician and Recreation Technician:

- Rubber boots
- Safety boots
- Raincoats
- Coveralls
- Winter coats
- Winter boots
- Gloves

The City will designate the supplier and clothing and will endeavor to ensure top quality consistent with good value. Employees shall be eligible for such purchase after successful completion of probation period. Replacement will be made on the return of worn out items. If the item is destroyed while on duty other than by negligence of the user, it shall be replaced by the City as soon as possible.

Municipal Enforcement Officers and Parking Patrol Officers – the City will provide uniforms as required at no additional cost to the employee.

If required, 911 Operators will wear the uniform provided the City

The City may designate that all clothing indicate that the wearer is a City employee.

28.03 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.

28.04 Handicapped and/or Older Workers Provision

Any employee covered by this Agreement who has given good and faithful work performance to the City, and who, through advancing years or disablement is unable to perform their regular duties, shall be given preference of any light or other suitable work available which the employee is capable of performing at the rate of wages payable at the time for the position to which the employee is assigned.

28.05 Equipment

The City recognizes its duty to accommodate bona fide disabilities and will, where necessary, adjust work stations to reasonably accommodate such disabilities.

28.06 Agreement Clarification and Housekeeping

Within thirty (30) 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.

28.07 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. Each employee will be provided with an electronic copy of the Collective Agreement, in PDF form. Paper copies will be provided by request only.

28.08 Death Benefits

Any pay and benefits under this Agreement due an employee at the time of their death shall be paid to the employee's estate or designated beneficiary.

ARTICLE 29 - NEW CLASSIFICATIONS & WAGE SCALES

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.

29.02 Job Classifications

Classifications form a part of this Agreement as indicated by Schedule 'A' and salaries shall be paid in accordance with the schedule indicated by Schedule 'A'.

29.03 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior consultation with the Union.

ARTICLE 30 - SEXUAL HARASSMENT

30.01 Sexual Harassment

- (a) Both the Employer and the Union consider sexual harassment to be reprehensible and are committed to maintaining an environment in which sexual harassment does not exist.
- (b) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the sexual harassment ceases.

The victim shall be protected from repercussions which may result from their complaint.

- (c) In cases of harassment that have not been settled to the satisfaction of the complainant, the matter may be referred to the Human Rights Commission for settlement or by other means that are mutually acceptable to the parties.
- (d) Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonable to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis or a series of incidents, however minor. It is unsolicited, one sided and/or coercive. Both males and females may be victims of sexual harassment. Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances or, alternatively the threat of reprisal for refusing. Sexual harassment can be expressed in a number of ways which may include:
- unnecessary touching or patting
 - suggestive written remarks or sexually aggressive remarks
 - leering (suggestive staring) at a person's body

- demand for sexual favours
- compromising initiations
- physical assaults

ARTICLE 31 - NO STRIKE

31.01 No Strike

The Union agrees that there shall be no strikes and the City agrees that there shall be no lockout of members of the Union during the terms of this Agreement.

31.02 Refusal to Cross Picket Line

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line. Failure to cross such a picket line by an employee shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action where the refusal to work is reasonable in the circumstances. Employees will be reassigned to alternate work, if available, should they reasonably refuse to cross a picket line. It is clearly understood and agreed to by the union that in the event of a work stoppage for any reason, the unionized Operators will continue to report to work and carry out their 911 duties without interruption.

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

ARTICLE 32 - TERMS OF AGREEMENT

32.01 Changes in Agreement

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

32.02 Term of Agreement

This Agreement shall come into effect as from the 26th day of April 2021 and remain in effect until and during the 31st of December 2024 and shall continue in effect thereafter from year to year with 1st of January 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 31st of December 2024 or in any year thereafter.

The terms and conditions of this Agreement shall remain in full force and effect during negotiations until agreement is reached or the provisions of the Labour Relations Act with respect to strike or lock-out have been complied with and either party exercises that right.

32.03 Notice Period

Either party desiring to propose changes to this Agreement shall, in the period from October 1st to December 31st give notice in writing to the other party that changes are proposed. Upon receipt of this notice, the parties will communicate and establish a mutually agreeable date on which to meet to exchange proposals for a new agreement. This exchange of proposals shall occur as soon as possible after receipt of notice to bargain, but before the end of January.

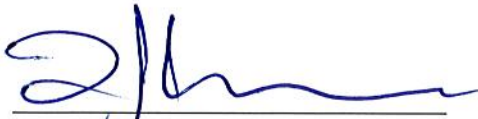
32.04 Agreement Binding

This Agreement shall endure and be binding upon not only the parties hereto mentioned, but also their respective successors.

IN WITNESS WHEREOF THE said parties hereto have affixed their signatures and seals
this 16th day of April 2021.

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

Signed on behalf of the
Corner Brook Civic
Employees, Local 768.
Corner Brook, Nfld.



Mayor



Union President



City Manager



Union Committee Member



Director of Finance and Administration



Union Committee Member



Director of Community, Engineering, Development & Planning

Seal of
THE CITY OF CORNER BROOK

Seal of
LOCAL UNION OF NO. 768
OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES

SCHEDULE "A"

Hourly Wage Rate & Classification - January 01, 2021 - December 31, 2024

911 Operator III & Survey Assistant I

2021 – 2%

2022 – January \$.33 and 2%

2023 – January \$.33 and 2%

2024 – January \$.34 and 2%

911 Operator III

2020	2021	2022	2023	2024
22.49	22.94	23.74	24.55	25.39

Survey Assistant

2020	2021	2022	2023	2024
19.92	20.32	21.06	21.82	22.60

Office Assistant II & Accounting Clerk I to reach wage parity with Office Assistant III

2020	2021	2022	2023	2024
21.23	22.25	22.84	23.44	24.03

SCHEDULE A - HOURLY RATE: All other employees

Increase over previous year

2% Increase – January 1, 2021
2% Increase – January 1, 2022
2% Increase – January 1, 2023
2% Increase – January 1, 2024

SCHEDULE A – HOURLY RATE

<u>Increase over previous year</u>	2021	2022	2023	2024
	2%	2%	2%	2%
Accounting Clerk III	29.28	29.87	30.47	31.08
Accounting Clerk II	27.27	27.82	28.38	28.95
Administrative Assistant	24.28	24.77	25.27	25.78
Assistant Computer Support	27.27	27.82	28.38	28.95
Building Systems Operator	27.53	28.08	28.64	29.21
Business Resources Assistant	24.28	24.77	25.27	25.78
CAD Technician III	27.27	27.82	28.38	28.95
CAD Technician II	24.28	24.77	25.27	25.78
CAD Tech I	21.65	22.08	22.52	22.97
City Collector	31.46	32.09	32.73	33.38
Computer Support Specialist	29.28	29.87	30.47	31.08
Construction Inspector	23.86	24.34	24.83	25.33
Customer Service Representative (Senior)	25.61	26.12	26.64	27.17
Customer Service Representative	25.46	25.97	26.49	27.02
Development Inspector III	34.87	35.57	36.28	37.01
Development Inspector II	31.46	32.09	32.73	33.38
Development Inspector I	29.28	29.87	30.47	31.08
Fleet Management Coordinator	27.53	28.08	28.64	29.21
GIS Asset Technician	23.86	24.34	24.83	25.33
GIS Administrator	30.52	31.13	31.75	32.39
Job Costing Clerk	25.46	25.97	26.49	27.02
Municipal Enforcement Officer (Senior)	34.87	35.57	36.28	37.01
Municipal Enforcement Officer III	31.46	32.09	32.73	33.38
Municipal Enforcement Officer II	29.28	29.87	30.47	31.08
Municipal Enforcement Officer I	27.27	27.82	28.38	28.95
Office Assistant III (Community Services)	22.65	23.10	23.56	24.03
Office Assistant III (W&S / PW)	22.65	23.10	23.56	24.03
Office Assistant I	18.86	19.24	19.62	20.01

Parking Patrol	24.28	24.77	25.27	25.78
Planning Technician III	34.87	35.57	36.28	37.01
Planning Technician II	31.46	32.09	32.73	33.38
Planning Technician I	27.27	27.82	28.38	28.95
911 Operator I	18.41	18.78	19.16	19.54
911 Operator II	20.45	20.86	21.28	21.71
Purchasing Clerk	21.65	22.08	22.52	22.97
Purchasing Clerk (Modified)	21.25	21.68	22.11	22.55
Recreation Technician	23.86	24.34	24.83	25.33
Research Assistant	27.27	27.82	28.38	28.95
Survey Assistant II	21.25	21.68	22.11	22.55
Survey Technician III	30.52	31.13	31.75	32.39
Survey Technician II	27.53	28.08	28.64	29.21
Survey Technician I	23.86	24.34	24.83	25.33
Sustainable Development Assistant	18.94	19.32	19.71	20.10
Sustainable Development Technician	23.86	24.34	24.83	25.33
W&S Drafter II	22.65	23.11	23.57	24.04

New probationary employees will be subject to a 10% reduction in hourly rate for the duration of their three month probationary period.

Letter of Understanding

Exceptions to Clause 18.01 and Schedule A

The following employees hours of work and hourly rate shall be consider an exclusion from 18.01 and Schedule A while they remain within the same position classification as they held on January 1, 2017:

Employee name	Classification	Hours of work	2017 Hourly rate
Elena Companion	Accounting Clerk III	9:00 – 4:30	\$29.13
Mary Lou Leroy	Accounting Clerk II	9:00 – 4:30	\$27.13
James King	Development Inspector I	9:00 – 4:30	\$29.13
Michelle Walsh	City Collector	9:00 – 4:30	\$31.29
Shana Hayward	Accounting Clerk II	9:00 – 4:30	\$27.13
Charlotte Patterson	Development Inspector III	9:00 – 4:30	\$34.70
Jarvis Baines	Municipal Officer II	9:00 – 4:30	\$29.13
Jamie Alexander	Municipal Officer II	9:00 – 4:30	\$29.13
Darryl Skinner	Development Inspector III	9:00 – 4:30	\$34.70
Sandra Batt	Administrative Assistant	9:00 – 4:30	\$24.15
Bruce Tibbo	Senior Municipal Enforcement	9:00 – 4:30	\$34.70
David Brake	Computer Support Specialist	9:00 – 4:30	\$29.13
Tony Freake	Computer Support Specialist	9:00 – 4:30	\$29.13

These employees hourly rate shall increase for each year beyond 2017 at the same increase as attributed to the remainder of the bargaining unit.

Classification	2021	2022	2023	2024
Accounting Clerk III	\$31.53	\$32.16	\$32.80	\$33.46
Accounting Clerk II	\$29.36	\$29.95	\$30.55	\$31.16
Administrative Assistant	\$26.13	\$26.65	\$27.18	\$27.72
City Collector	\$33.87	\$34.55	\$35.24	\$35.94
Computer Support Specialist	\$31.53	\$32.16	\$32.80	\$33.46
Development Inspector III	\$37.56	\$38.31	\$39.08	\$39.86
Development Inspector I	\$31.53	\$32.16	\$32.80	\$33.46
Municipal Officer II	\$31.53	\$32.16	\$32.80	\$33.46
Senior Municipal Enforcement Officer	\$37.56	\$38.31	\$39.08	\$39.86


Rodney Cumby
City Manager


Cory White
President, CUPE Local 768

Letter of Understanding

Hourly rate for employees with seniority date prior to January 1, 2017

Effective January 1, 2017 the City of Corner Brook and Canadian Union of Public Employees Local 768 agree that the compensation for employees shall be changed from a salary basis to an hourly rate basis. It is also understood that the hours of work for an employee in a position filled after January 1, 2017 shall be in accordance with 18.01. For existing employees on January 1, 2017, the hours of work while they remain within the same position shall remain as they were prior to January 1, 2017. Employees in a position prior to January 1, 2017 shall continue to receive an hourly rate based on the previous salary and the previous number of hours worked, adjusted annually by the agreed wage percentage increases.

Employees with a seniority date prior to January 1, 2017 who accept an equal or lower pay grade shall be paid in accordance with the hourly rate as specified in Schedule A, and shall be required to work the revised hours of work as specified in 18.01.

Employees with a seniority date prior to January 1, 2017 who accepts an advancement opportunity shall not suffer any reduction in the hourly rate of pay, but shall be required to work the hours of work for the new position. In some instances, the hourly rate listed in Schedule A for an employee who accepts an advancement opportunity may be lower than the employees previously calculated hourly rate. In these situations, the employee shall continue to receive an hourly rate equal to the employee's hourly rate of the position held on January 1, 2017. A move will be considered a promotion if it entails advancing from one Grade to the next higher paid Grade that existed in Appendix A of the January 1, 2013 - December 31, 2016 collective agreement.

Employees may only avail of the retention of the previous higher hour rate for the first change in position after January 1, 2017. An employee shall not be able to accept a demotion or lateral move, and then retain their January 1, 2017 higher hourly rate for a subsequent advancement opportunity.

Below are examples of advancement that would allow an employee to retain an hourly rate in the new position in excess of the rates (note: rates are 2016 rates prior to any negotiated wage increases) stated in Schedule A.

Accounting Clerk II – Accounting Clerk III

ACII would maintain \$26.60 per hour and move to 35 hours to advance to ACIII (instead of \$26.52 new rate)

Development Inspector I – Development Inspector II

DI I would maintain \$28.56 per hour and move to 35 hours to advance to DI II (instead of \$28.49 new rate)


Accounting Clerk III – City Collector

AC III would maintain \$28.56 per hour and move to 35 hours to advance to City Collector (instead of \$28.49 new rate)

Municipal Enforcement Officer II – Municipal Enforcement Officer III

MEO II would maintain \$28.56 per hour and move to 35 hours to advance to MEO III (instead of \$28.49 new rate)


Rodney Cumby
City Manager


Cory White
President, CUPE Local 768

APPENDIX A (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, Executive Assistant to the City Manager, City Clerk, Legislative Assistant, Communications Officer, Business Facilitator, City Solicitor.

Director of Public Works, Water & Wastewater, Assistant Director of Public Works Water & Wastewater, Manager of Public Services, Manager of Engineering Services, Supervisor of GIS/Auto Cad, Supervisor of Sustainable Development, Superintendent of Public Works, Superintendent of Water & Wastewater, Supervisor of Engineering Services for Work Planning, 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 Benefits & Compensation, Supervisor of Computer Services, Supervisor of Payroll, HR/Payroll Specialist, Supervisor of Land Management, Supervisor of Occupational Health and Safety.

Director of Community, Engineering, Development and Planning, Manager of Development and Planning, Supervisor of Community Planning, Supervisor of Development and Inspection, Supervisor(s) of Engineering Services (W&S, Roads, etc.).

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

All employees at the Civic Centre, Manager of Recreation Services, Supervisor of Recreation Services, Students, Summer Program Coordinator, Playground Supervisor, Lifeguards, Train (Mill Whistler) Operator, all Firefighting Services Personnel, All Unionized outside Workers.

It must be noted that there will be times that positions undergo title changes and the above list may not always be updated to reflect such changes in title. However, failing to update the above list does not mean that the positions are bargaining unit positions.


Rodney Cumby
City Manager


Cory White
President, CUPE Local 768

**APPENDIX B: MEMORANDUMS AND LETTERS OF
UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING

Between CUPE Local 768 and the City of Corner Brook
911 Public Safety Answering Point (PSAP)

It has been agreed by the City of Corner Brook and CUPE Local768 that as long as the City of Corner Brook operates the 911 Public Safety Answering Point (PSAP), the 911 Operators and Relief 911 Operators will be members of CUPE local 768.

Terms and agreement for the Full Time Operators and Relief Operators shall be as follows;

* The 911 PSAP will be staffed with:

- One (1) non-union Supervisory position
- Eight (8) full-time unionized Operator positions
- Three (3) unionized relief Operators (Call-in). It is understood that this number can be increased or decreased as the need arises

The 911 PSAP will be staffed 24 hours per day, 7 days per week.

Training for 911 Operators will be provided as per Fire and Emergency Services Standards. Unsuccessful candidates will have the offer of employment terminated.

It is understood that the operation of the 911 PSAP can be transferred to another center in emergency situations.

In addition to receiving emergency calls and forwarding to the applicable responders, it is understood and agreed by the parties that the 911 Operators can be assigned other work as deemed necessary by the city provided that the work is within the general parameters of communication and emergency services. Such work may include but not be limited to providing dispatch services. It is further understood that the 911 emergency lines will always take precedence over any other incoming calls.

Unless otherwise specified in the collective agreement, paid vacation, paid sick leave, group insurance and employee pension benefits shall be as per this collective agreement.

The twelve (12) hour 911 Operator schedule is considered a compressed work week, therefore benefits of the this Collective Agreement will be based on an eight (8) hour day and shall be adjusted accordingly for a twelve (12) hour day.


Rodney Cumby
City Manager


Cory White
President, CUPE Local 768


LETTER OF UNDERSTANDING

Exchange of Shift (PSAP)

The Employer and the Union agree that a full time 911 Operator may be permitted to voluntarily exchange shifts with another full time 911 Operator, enabling them the flexibility to meet both their work responsibilities and personal needs. The shift changes shall meet the following criterion:

- Shift change requests must be put in writing and presented to the PSAP Supervisor for approval a minimum of 72 hours prior to the shift change in question. All shift changes must be approved by the PSAP Supervisor, and the Supervisor retains the right to approve or deny the request for any reason the Supervisor deems appropriate.
- No more than three shift changes shall be pending at one time.
- It is the sole responsibility of the two operators to ensure that they work for the other individual for the total amount of hours, on the dates indicated on the shift change form.
- Any amendments to the date or times requested must receive prior approval from the Supervisor of the PSAP.
- It is agreed upon that this practice may be discontinued if additional costs are occurred by the City, if it becomes a detriment to the operation of the 911 PSAP or if it affects employee performance.


Rodney Cumby
City Manager


Cory White
President, CUPE Local 768

MEMORANDUM OF UNDERSTANDING

Transfer the Animal Control position from CUPE 706 to CUPE 768

The City of Corner Brook is currently in discussions with an animal care group regarding the physical location for their operation in the City. Part of that discussion involves that group offering animal housing (impounding) services for animals that are currently impounded at the City's Brook Street location. With the finalization of this agreement, which the City expects to happen in the near future, the City will no longer offer animal impounding services and, thus no longer need to operate the Brook Street pound.

With this change, the City's animal control resources can be better deployed in the area of by-law enforcement rather than animal impounding. Under the current structure of Department of Protective Services, by-law enforcement is primarily carried out by the City's Municipal Enforcement Officers who are members of CUPE 768, and it is the skill set of those positions (recognized post-secondary certification in law enforcement) that the City believes would best serve the future needs of animal control by-law enforcement. With this in mind, the City is considering the following;

The position of animal control within the City be effectively removed from the CUPE 706 bargaining unit and the enforcement duties of that position be transferred to the Municipal Enforcement Officer position in CUPE 768. A forth Municipal Enforcement Officer position would be created. This position would be an MEO I with a 37.5 hour work week (8:00 am – 4:30 pm). While this position would be primarily responsible for by-law enforcement issues related to animal control, the Officer in the position could also be tasked with other by-law enforcement duties of the division. Equally, the other officers of the division could assist with and/or provide animal control by-law enforcement services in the absence of this officer (ie vacation/sick leave replacement). Duties associated with picking up dead animals would remain tasked with 706.

It is understood that the Municipal Enforcement Officer's employed by the City prior to January 01, 2017 are not required to perform duties and responsibilities of the current Animal Control Officer as it relates to the care, handling and contact with animals, but shall continue to perform animal control by-law enforcement duties.

Any Municipal Enforcement Officer hired by the City after January 01, 2017 shall be required to perform all duties and responsibilities of animal control including but not limited to the care, handling and contact with animals and bylaw enforcement.


Rodney Cumby
City Manager


Cory White
President, CUPE Local 768

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 Manager 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 and the possible adjustments.

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.


Rodney Cumby
City Manager


Cory White
President, CUPE Local 768

LETTER OF UNDERSTANDING

Recreation Technician Winter Hours


As of January 1, 2021, the following employees are classified as holding positions that may be eligible for reduced hours during the winter months according to 18.02:

Robin Wight Recreation Technician

Notwithstanding the existing wording in 18.02, the City and the Union agree that the above listed employees winter hours of work may be amended to 9:00 AM – 4:30 PM (instead of 8:30 am – 4:30 pm) as long as they remain in that classification with the City. All other requirements of 18.02 apply.



Rodney Cumby
City Manager



Cory White
President, CUPE Local 768


LETTER OF UNDERSTANDING

Office Assistant III

As of January 1, 2021, the following employees are classified as holding positions of Office Assistant III:

Meagan Barnes

It is understood that as long as the above listed employees hold the position of Office Assistant III their hours of work will be 37.5 hours per week (8:00 am – 4:30 pm), and their hourly rate of pay shall be \$21.54 as of January 1, 2017. Future adjustments to this hourly wage will be at the same increases as negotiated and agreed with the Office Assistant III in Schedule A.


Rodney Cumby
City Manager


Cory Wlate
President, CUPE Local 768


MEMORANDUM OF UNDERSTANDING

Flex Time

Employees who are regularly scheduled to work a 37.5 hour week or a 40 hour week shall subject to the employee's supervisor agreement be able to alter their hours by ½ hour at beginning or at the end of their normal work day through whichever arrangement that the employee and the employee's supervisor are able to agree upon.

Flex Time agreements may be denied where all employees in a work group (e.g. surveyors etc) do not agree to work the flex time schedule proposed. It is understood the any flex time arrangement shall ensure that the normal number of daily hours are worked.


Rodney Cumby
City Manager


Cory White
President, CUPE Local 768

LETTER OF UNDERSTANDING

On The Job Training - Students

April 26, 2021

Mr. Cory White
President, C.U.P.E. Local 768
City of Corner Brook

Dear Mr. White,

RE: ON THE JOB TRAINING - STUDENTS


This is a Letter of Understanding with respect to on the job training of students as discussed during negotiations.

The City of Corner Brook will continue to participate in its on the job training program for students as part of their educational training in a job related environment. On the job training will be for short periods of time and without compensation.

The students will train under the direct supervision of a city employee and participation in the program will not adversely affect any member of the Local 768 bargaining unit.

The Union will receive in advance, notice in writing of the employer's intention to receive students for on the job training including names, dates, departments, and scope of duties to be performed.


Rodney Cumby
City Manager


Cory White
President, CUPE Local 768

MEMORANDUM OF UNDERSTANDING


Student Work Terms

This will confirm mutual agreement by both parties regarding the provisions of work term opportunities to students of recognized educational institutions by the City of Corner Brook under the following conditions:

1. (a) Work term students will perform any work related to their course of study that would not ordinarily be done by recalling laid off employees and the hours of work and/or pay of the Bargaining Unit will not be reduced by reason only of duties performed by a student working a work term

(b) The provision of work term opportunities and the work assigned shall not result in the lay-off of Bargaining Unit members or result in the delay in the recall of Bargaining Unit members to return to work from lay-off.
2. The maximum duration of a work term shall be sixteen (16) weeks, but students may have more than one (1) work term provided such shall not be consecutive and be directed to achieving their certificate or degree of qualification. The duration of a work term may be extended by mutual agreement if the work term required is greater than sixteen weeks and is a requirement of graduation.
3. The maximum number of students involved in work terms within a department of the employer at any one time shall be four (4) except where otherwise mutually agreed by the parties.
4. Students involved in work term opportunities will ordinarily work with employees of the City.
5. The Union shall receive advance notice in writing of the City's intention to engage students under work terms. Such notice shall state the general nature of the duties to be performed, the area(s) where an individual is to be assigned and the anticipated duration of the work term.
6. A student, for the purposes of this MOU, is an individual registered on a full-time basis at a recognized secondary or post-secondary institution who will be returning to full-time studies after the completion of the on-the-job training opportunity (work term) or who must have on-the-job experience (work term) as a course requirement in order to graduate.
7. The City agrees not to take students on work terms during the period between expiry of the Collective Agreement and the renewal of that agreement.


Rodney Cumby
City Manager


Cory White
President, CUPE Local 768

LETTER OF UNDERSTANDING

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

This letter is to record the City's agreement with Local 768 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.


Rodney Cumby
City Manager


Cory White
President, CUPE Local 768

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.


Rodney Cumby
City Manager


Cory White
President, CUPE Local 768

MEMORANDUM OF UNDERSTANDING

Summer Students

It is agreed that there will be times when the City will hire summer students. Summer students will be hired during the period of time when school ends for the summer break and when it commences again in September.

For the purpose of this MOU a summer student will be currently enrolled in either a secondary or post-secondary institution and will be returning to their studies in September.

Summer students hired by the City will be included in the list of exempt employees as they will be excluded from the bargaining unit.


It is agreed that the hiring of summer students will not result in the layoff of a current employee nor will it result in the postponing of returning an employee that would normally be called back.

For the purpose of this agreement up to two (2) students per department may be working at a given time with departments as follows: Finance & Administration, Protective Services, Community Engineering Development & Planning, and Public Works, Water & Wastewater.

The City will provide notice to the Union of its intent to hire students and agree to provide a description of the work to be performed.

Summer students will not perform work that is normally carried out by City Unionized employees of Local 768.


Rodney Cumby
City Manager


Cory White
President, CUPE Local 768

MEMORANDUM OF UNDERSTANDING

Workplace Flexibility

The parties have agreed that there must be an ongoing process to both assess and implement a flexible work environment.

For the purpose of this MOU, the parties are interested in reviewing flexibility as it pertains to work location, hours of work, the work week/schedule, and any other additional avenues of flexibility pertaining to the workplace.

It is agreed that the parties will, within 90 days of signing this agreement, form a committee comprised of equal representation from both management and the union not exceeding four members. Both the union and management will appoint two representatives to this committee. 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 making unbiased decisions/recommendations regarding flexibility in the workplace. The committee will meet on a regular basis with the purpose of developing an agreed upon plan that can be brought forward to the City Manager for final approval.


Rodney Cumby
City Manager


Cory White
President, CUPE Local 768

