COLLECTIVE AGREEMENT

BETWEEN

CITY OF CORNER BROOK

(the Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4386

(the Union)

FOR EMPLOYEES
OF THE
CIVIC CENTRE
CORNER BROOK, NEWFOUNDLAND

(the Centre)

FOR THE PERIOD JANUARY 1, 2022
TO DECEMBER 31, 2025

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ARTICLE 1 - GENERAL PURPOSE OF THE AGREEMENT

1.01 General Purpose

WHEREAS, it is the desire of both parties to this Agreement to ensure an efficient operation of the Centre, to settle conditions of employment between the Employer and the Union for the Centre, to promote co-operation and understanding between the Employer and the employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to ensure efficiency in operations, and to promote the morale, well being, safety and security of all the employees in the bargaining unit of the Union.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 2 - RECOGNITION AND INTERPRETATION

2.01 Recognition of the Union

The Employer recognizes the Union as the exclusive bargaining agent for the full-time, contractual and casual employees of the Employer at the Centre, save and except employees filling those classifications listed in Appendix B of this agreement, all employees covered by CUPE Local 768, CUPE Local 706, IAFF 1222 and those above the rank of non-working Supervisor.

2.02 Verbal or Written Agreement with Employees

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

2.03 Interpretation of Full Time Employee

A full-time employee means a person who is permanently employed by the Employer and works a regular weekly schedule. Full Time Employees are covered by this collective agreement in its entirety.

2.04 Interpretation of Contractual Employee

A contractual employee means a person who, while working at the Centre, works for a specified length of time as outlined in the letter of employment. Contractual employees shall be covered by this collective agreement, except Article 27, on a pro rata basis. Contractual employees shall be included in the Group Benefit Plan in accordance with the requirements of the Plan.

2.05 **Interpretation of Casual Employee**

(a) A Casual employee is a person who is called-in for occasional shifts. Such call-in shifts shall be distributed by seniority and qualifications of the classification required. Casual employees shall be covered by this collective agreement except for the following Articles and clauses: 9, 17, 18, 19, 20.01, 20.03, 20.04, 21, 24.03, 24.07, and 27.

Casual employees who normally relieve Facility Technicians and/or Power Engineers shall also be covered by clauses 17.02, 17.03, 17.05, 17.07, 17.09, 17.11 17.16, 17.17, 19.01, 19.03, and 24.03. Normally is defined as greater than 50% of shifts being worked at the Power Engineer or Facility Technician rate in the previous 30 calendar days.

(b) A casual employee shall lose his/her seniority and drop to the bottom of the list for recall if:

(i) he/she refuses call-in without just cause on three (3) consecutive occasions in a one hundred and eighty (180) calendar day period. Commitments to another employer will not supersede work commitments to the Civic Centre/City of Corner Brook.

(ii) he/she refuses all call-ins for a continuous period of thirty (30) calendar days

(iii) he/she does not answer any calls for a continuous period of twenty-one (21) calendar days.

(iv) Employees who are contacted but refuse the work assignment three (3) times in any 21 day working period will lose seniority and drop to the bottom of the seniority list.

The City will provide the Union executive with written notice of each work refusal and this notice will be provided within 72 hours of the work refusal occurring.

The new seniority date shall be effective the next day worked. The preceding in no way limits the employer's ability to terminate a casual employee for just cause.

(c) The Employer will provide part-time and casual employees with coveralls and gloves as required.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Rights of the Employer

The Union acknowledges that it is the function of the Employer to manage its business including, but not limited to, the right to:

(a) maintain order and discipline and efficiency;
(b) hire, layoff, recall, direct, transfer, or promote employees;
(c) discharge, suspend, demote, or discipline employees for just cause;
(d) develop, publish, maintain and enforce rules and regulations to be observed by employees;
(e) generally manage the enterprise in which it is engaged.

All managements rights shall be exercised in a manner consistent with the terms of this Agreement.

The direction and supervision of the workforce shall, at all times, be the sole responsibility and authority of the Employer.

It shall be the sole authority of the Employer to designate at any given time who shall be considered to be the immediate supervisor of any employee, subject only to a requirement to so notify the affected employees on a timely basis.

3.02 Employer Rights Subject to Grievance

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

ARTICLE 4 - DISCRIMINATION

4.01 Discrimination

The Employer agrees that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to an employee by reason of race, gender, colour, political or religious affiliation, sexual orientation, nor by reason of his/her membership in a trade union.

4.02 **Sexual and Personal Harassment**

The Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment where all activities and relations occur on the basis of mutual respect and dignity. If any harassment of a bargaining unit member has taken place, the employer shall take appropriate action to ensure that the harassment ceases. The victim shall be protected from repercussions which may result from the complaint.

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 Employer.

5.02 **Employer will Acquaint New Employees**

The Employer agrees to provide the President of CUPE Local 4386, or his/her designate, with thirty (30) minutes, to orient any new employee to their rights under this collective agreement and their membership in the Canadian Union of Public Employees. This orientation shall be done on a group basis where possible and shall be limited to no more than one 30 minute session per month.

5.03 **Checkoff Payments**

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

5.04 **Deductions**

Deductions will be made from the regular weekly earnings paid in the month and shall be forwarded to the Secretary-Treasurer of the Union post-marked 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. The employer shall forward with each dues remittance the information required by CUPE National.

ARTICLE 6 – CORRESPONDENCE

6.01 Correspondence Between the Parties

All correspondence between the two parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the General Manager of the Centre and the President of the Union, or as otherwise specified.

ARTICLE 7 - LABOUR/MANAGEMENT AND BARGAINING COMMITTEE MEETINGS

7.01 Establishment of Labour Management Committee

For the efficiency of the service, it is agreed by both parties to this Agreement that a Labour/Management Committee be set up. This Committee shall meet not less than four times per year and such meetings shall be held on dates not less than 90 days apart unless such a special meeting shall be called by mutual agreement.

7.02 Representation

The said Committee shall consist of two members representing the Employer (one of whom shall be the General Manager of the Centre) and two members representing the employees of the Centre, and the Committee shall be known as the Labour/Management Committee.

7.03 Function of Committee

Suggestions concerning the more efficient use of Centre staff, materials and equipment may be given by either side at any time and if received not less than seven days before a Labour/Management Committee meeting, or as mutually agreed, shall be discussed at such meeting.

7.04 Time Off For Meetings

Since Labour/Management Committee meetings are primarily concerned with improving services at the Centre, all such meetings shall be held during regular office hours of the Centre without any loss of pay, and normal working attire will be considered adequate and appropriate for all such meetings.

7.05 Establishment of Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of no more than two members of the Union. The Union shall advise the employer of the names of members serving on the Committee. Any representatives of the Union on the Bargaining Committee who is in the

employ of the Employer shall have the right to attend meetings within the regular working hours without loss of remuneration.

7.06 **Union Representative Excluded**

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

7.07 **Employer Representation Limited**

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

ARTICLE 8 – SENIORITY

8.01 **Seniority Defined**

Seniority shall be determined from the date of hire with the Employer, into a bargaining unit position. When two or more employees have the same date of hire, seniority shall be determined by the lower social insurance number.

8.02 **Seniority Listed**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and accumulated hours. An up to date seniority list shall be sent to the Union and posted on all bulletin boards at the Centre in January and July of each year.

8.03 **Probation For Newly Hired Employees**

All newly hired employees shall serve a probationary period of 630 working hours from the date of hire

8.04 **Termination During Probation**

The employment of probationary employees may be terminated at any time during the probationary period, without recourse to the grievance procedure, except upon the basis of discrimination as noted in Article 4.

8.05 **Loss of Seniority**

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

(a) he/she is discharged for just cause and is not reinstated;
(b) he/she resigns in writing;
(c) he/she is absent from work in excess of five working days without sufficient cause, or without notifying the Employer, unless such notice was not reasonably possible;
(d) he/she fails to return to work in excess of five working days following a lay-off and after being personally notified or by registered mail to do so, without sufficient cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address and telephone number;
(e) he/she is laid off, or on approved leave of absence or any reason, for a period longer than 24 months.

8.06 **Transfers and Seniority Outside Bargaining Unit**

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

ARTICLE 9 – LAY-OFF AND RECALL

9.01 **Definition of Layoff**

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

9.02 **Lay-Off and Recall**

The Employer agrees that in the event of a lay-off, employees shall be laid off in the reverse order of their seniority provided those retained have the necessary ability and qualifications to perform the work required. Where it is necessary to recall employees following layoff, employees shall be recalled in the reverse order in which they were laid off, provided they have the necessary ability and qualifications to perform the work required. Such employee shall be paid at the appropriate rate for that classification. The Employer's assessment of ability shall not be done in an arbitrary or discriminatory manner.

An employee about to be laid-off may bump any employee with less seniority, providing the employee exercising the right notifies the Employer of his/her intention to bump within five (5) days of receiving the lay-off notice and is qualified to perform the work of the employee with less seniority.

9.03 **Emergency Recall**

The Employer reserves the right, in an emergency, to recall any employee laid off who is available for required work without regard to seniority and without compensation to another employee.

9.04 **Notice of Lay-Off – Period of Notice**

The Employer will provide notice of layoff as follows:

(a) one week, if the employee has been continuously employed by the Employer for a period of one month or more but less than one year;
(b) two weeks, if the employee has been continuously employed by the Employer for a period of one year or more;
(c) no notice will be required for an employee hired for less than one month.

9.05 **Bump Into Lower Paying Classification**

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

9.06 **Annual Vacation on Lay-off**

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

ARTICLE 10 – PROMOTION & STAFF CHANGES

10.01 **Job Positions**

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on bulletin boards at the Centre for a minimum of one week so that all members will know about the vacancy or new position.

10.02 **Information in Posting**

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shifts, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

10.03 **Promotions and Transfers**

Promotions and transfers shall be made of the employee having the required skill, ability and qualifications in the assessment of the Employer. Where skill and ability are relatively equal, seniority shall govern. The Employer's assessment of skill, ability and qualifications shall not be done in an arbitrary or discriminatory manner.

10.04 **Trial Period**

The successful applicant shall be placed on trial period for a period of **630 working hours**. Conditional on satisfactory service, the employee shall be declared successful after the period of **630 working hours.** In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

10.05 **Promotion Requiring Higher Certification**

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

10.06 **Union Notification**

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

10.07 **Job Descriptions**

The Employer will establish job descriptions for positions at the Centre within the unit and where an employee deems the description to be incomplete, he/she may refer the issue to the General Manager for review and

amendment, if necessary. The Employer will advise the Union of changes to job descriptions and will meet to discuss such changes at the request of the Union.

ARTICLE 11 – WARNINGS & ADVERSE REPORTS

11.01 Warnings and Suspensions

Whenever management decides to discipline an employee in a manner indicating that dismissal may follow for any further infraction, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall within five days thereafter give written particulars of such discipline to the employee involved, with a copy to the Union.

11.02 Disciplinary Record

Any reprimand, warning or adverse report given in writing and becoming part of an employee's file shall be removed from the employees file and destroyed after eighteen (18) months have elapsed, provided another warning or reprimand has not been given within that period. It shall be the responsibility of the employee to see that any such documents are removed. This time limit will have no application where the suspension or letter of reprimand is issued in respect of a proven complaint or incident of harassment against the employee.

11.03 Adverse Report

An employee shall be notified in writing of any expression of dissatisfaction concerning his/her work performance within 30 working days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time. The employee's reply within 45 days, to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Recognition of Union Stewards Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a Union Stewards Committee consisting of three members who shall be employees of the Centre. The names of such committee members shall be communicated to the Employer within seven days of appointment. The number of Stewards may be increased or decreased by mutual consent.

12.02 Permission to Leave Work

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

12.03 Settling of Grievance

Should a dispute arise between the Employer 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 dispute in the following manner:

Step 1 - The aggrieved employee(s) shall, within four days of the occurrence of the event protested, submit the grievance in writing to the Shop Steward.

Step 2 - If the Shop Steward considers the grievance to be justified, the employee(s) concerned and the Shop Steward shall within four days following receipt of such grievance, first seek to settle the dispute with the employee's supervisor or Department head. The employee's supervisor shall render his/her decision in writing within five days after receipt of such notice.

Step 3 - Failing a satisfactory settlement in step 2, the Union may submit the dispute to the City Manager or designate, in writing, within five (5) days of receiving the Supervisor's decision.

The Union may request to meet with the City Manager under step 3 and where requested, such meetings will not be unreasonably denied. A request for such meeting will accompany the written dispute.

The City Manager will either render his/her decision or meet with the Union within (5) days of receiving the written dispute. Provided a meeting were to occur, a decision will be rendered within five (5) days of meeting with the Union.

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

12.04 **General Grievances**

Where a dispute involves the termination or suspension of an employee it shall be agreed to bypass steps one and two and proceed immediately to Step three of the grievance procedure.

12.05 **Replies in Writing**

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

12.06 **Grievances Settled Satisfactorily**

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

12.07 **Time Limits**

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

12.08 **Witness**

Any cost involved in producing any witnesses shall be at the expense of the party calling the witness, or witnesses.

12.09 **Definition of Days**

The number of days referred to in Steps 1, 2, 3 and 4 of the grievance procedure are to be read as excluding Saturday, Sunday and Statutory Holidays.

ARTICLE 13 - ARBITRATION

13.01 **Sole Arbitrator**

All references to arbitration shall be to a single arbitrator. No matter may be submitted to an arbitrator unless settlement thereof has been attempted through the grievance procedure set forth in Article 12.

The Employer and Union shall endeavour to agree on an arbitrator within 30 calendar days following the notice of arbitration given by one or the other of the parties.

Should the parties fail to agree on an arbitrator, such appointment may be made by the Minister of Labour for the Province of Newfoundland and Labrador

The decision of the arbitrator shall be given within 30 days following his appointment and shall be final and binding on both parties.

The arbitrator shall have authority to make such order as he/she considers fair and reasonable in the circumstances, including an order to reinstate any employee who has been unjustly dismissed, or to modify any disciplinary action taken by the Employer, provided that the arbitrator shall not have authority to make any decision inconsistent with the stipulation of this Agreement or to delete, alter, or modify any part thereof.

Where the parties mutually agree, an arbitration board comprised of a representative of each of the Employer and the Union and a third party as chair may be appointed to hear an arbitration. The parties will pay one half of the cost of the chair and the expenses of the arbitration, except each party will pay the costs of the representative appointed by it to the board.

13.02 **Expenses**

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 is at work but is required to leave work and testify at an arbitration hearing he/she shall suffer no loss of pay or benefits.

13.03 **Amending of Time Limits**

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

13.04 **Assistance of Employees and Access to the Centre**

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 arbitrator(s) to have access to any part of the Centre's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 - SICK LEAVE PROVISIONS

14.01 **Paid Sick Leave Defined**

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

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

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

Except in exceptional circumstances in the event that the employee is required to travel more than 400 km outside the City for medical purposes he/she shall be entitled to avail of accumulated paid sick leave hours as follows:

Existing full time employees as of the date of signing (identified in the letter of understanding attached to this agreement) who normally work a twelve hour day shall be entitled to a maximum of 12 hours of paid sick leave for the day of the medical appointment plus an additional 12 hours of paid sick leave for travel purposes where the employee has available sick time and provides a certificate of attendance from the medical practitioner.

Employees not identified in the letter of understanding, but who gain full time status after the date of signing this agreement shall be entitled to a maximum of 8 hours of paid sick leave for the day of the medical

appointment plus an additional 8 hours of paid sick leave for travel purposes where the employee has available sick time and provides a certificate of attendance from the medical practitioner.

14.02 **Accumulation of Sick Leave**

All Full-time employees shall be entitled to accumulative paid sick leave per full month of service as follows:

Existing full time employees as of the date of signing (identified in the letter of understanding attached to this agreement) shall be entitled to 12 hours of paid sick leave for each full month of service.

Employees not identified in the letter of understanding, but who gain full time status after the date of signing this agreement shall be entitled to of 8 hours of paid sick leave for each full month of service.

Existing full time employees as of the date of signing (identified in the letter of understanding attached to this agreement) may accumulate unused paid sick time hours for future use to a maximum accumulation of 1200 hours.

Employees not identified in the letter of understanding, but who gain full time status after the date of signing this agreement may accumulate unused paid sick time hours for future use to a maximum accumulation of 800 hours.

Relief/Casual employee who work a minimum of 10 shifts in any calendar month will entitle them to sick leave on a prorated basis. The maximum amount of sick leave accumulation per month is 8 hours. It is recognized that 15 shifts per calendar month will provide full sick leave entitlement. For example, 10 shifts worked = 10/15 x 8 = 5.33 hours of sick leave accumulation.

14.03 **Deductions from Sick Leave**

A deduction shall be made from accumulated paid sick leave hours for all normal working hours (exclusive of holidays) that the employee is absent from work due sickness or injury. An employee absent for an hour or less to attend a medical appointment will not be deducted an hour of sick leave provided they return to work prior to the end of their shift. Any employee away from work for more than an hour will have the entire duration of the absence deducted from their sick bank.

14.04 **Proof of Illness**

After three (3) consecutive days of absence or 4 cumulative days of absence in any twelve (12) month period where no proof is required to justify the absences an employee must thereafter produce a Physicians Report (available for printing on line) as proof of incapacity for all claims of the employee that the employee is unavailable to report to work or remain at work by reason of being sick, disabled, or attending an examination or treatment by a physician or dentist, or because of an accident for which compensation is not payable 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.

Physician's Report

Further to the application of clause 14.03 (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 2017 collective agreement will not be counted towards the number of days required in clause 14.03 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 14.03 which will clarify when a physician's report #1 (basic) (i.e. name of the patient, date and time of medical appointment/visit, duration of absence from work, etc.) is required and/or when a physician's report #2 (detailed) (i.e. include restrictions/limitations, modified hours, etc.) is required. While remaining in compliance with clause 14.03, the thought is that for absences of five (5) consecutive days or less, the physician's report #1 would be sufficient, and provided that a Doctor's note included the same information, the Doctor's note would be acceptable.

For absences of more than five (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 reimburse the employee to a maximum of fifty dollars ($50.00) towards the cost of having the report completed.

14.05 Sick leave shall be granted for any illness in excess of four (4) working days which occurs during annual vacation, upon production of a medical certificate. Such leave must be applied for, and shall be granted by the General Manager. Approval, when granted, will apply to the total period of such illness.

14.06 An employee shall have the option of being attended by a doctor of the employee's choice, and under no circumstances will an employee be penalized in any way by the Employer for exercising the employee's option of being attended by the employee's personal physician.

14.07 **Illness in the Family**

Where no one other than the employee can provide for the needs during illness of his/her spouse and/or child, or his/her mother and/or father, when residing in the same household as the employee, the employee shall be entitled after notifying his/her supervisor to use a maximum of five (5) accumulated sick leave days per calendar year. The employee may be required to present proof of illness of the family member(s) concerned to the employer. Time off in lieu or vacation will not be unreasonably denied for an employee to attend a medical appointment(s) or illness of family member.

14.08 **Notification to Employer by Employee**

If an employee is unable to report for work, a minimum of **one** hour's notice before the beginning of any shift starting between 12:00 AM and 7:00 AM, and a minimum of two hours' notice before any other shift must be given to the Supervisor. Failure to provide the required notice will result in loss of pay equal to the lack of notice given.

14.09 **Medical Appointments**

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

ARTICLE 15 - WORKERS' COMPENSATION

15.01 Worker's Compensation - Continuation of Pay

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

15.02 Early & Safe Return to Work

The Employer and the Union agree to establish the Joint Early and Safe Return to Work Committee, which will develop and maintain an Early and Safe Return to Work Program in compliance with WorkplaceNL guidelines.

The Joint Early and Safe Return to Work Committee shall be comprised of two (2) representatives of the Employer and two (2) representatives of the Union.

15.03 Accumulation of Benefits

While on a claim through WorkplaceNL, an employee shall continue to accumulate vacation and paid holidays for one continuous year at the same rate as if not injured.

ARTICLE 16 - DISCHARGE CASES

16.01 **Dismissal/Suspension**

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

16.02 **Hearing**

An employee considered by the Union to be wrongfully discharged or suspended shall be entitled to a hearing under this Agreement. Steps 1, 2 and 3 of the Grievance Procedure may be omitted in such case.

16.03 **Reinstatement and Compensation**

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings excluding overtime during the next pay period immediately following reinstatement, or by any other arrangement which in the opinion of the conferring parties is reasonable.

16.04 **Payment of Wages**

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

16.05 **Offences**

Appropriate disciplinary action may be taken for the following offences:

(a) misconduct during employment,
(b) incompetency and inefficiency,
(c) failure to perform assigned duties,
(d) disobedience to 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 17 - HOURS OF WORK

17.01 Regular Work Week and Schedule

The regular hours of work for full time employees will average 42 hours per week over an eight (8) week period.

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

17.02 Hours of Work

Subject to clause 17.04, the hours of work for employees shall be in accordance with the following schedule:

Full Time Facility Technicians & Power Engineers: Two (2) consecutive twelve (12) hour day shifts, followed by two (2) consecutive twelve (12) hour night shifts, followed by four (4) days off.

Full time and Contractual Employees who relieve Facilities Technicians and/or Power Engineers can work up to forty-eight (48) hours in a pay period (A pay period is defined as the seven-day period from Saturday to Friday), without incurring overtime, subject to the employee not working more than an average of forty-two (42) hours per week in an eight (8) week period.

Relief Facilities Technicians and Relief Power Engineers may be required to work up to five (5) shifts in a seven (7) day pay period but not more than eight (8) shifts in a fourteen (14) day period (two consecutive pay periods) at straight time rates.

Management will not implement any shift starting between 1:00 a.m. and 7:00 a.m. for full-time employees without prior consultation with the Union nor will they be required to work split shifts.

17.03 Shift Differential

The Employer will pay a shift differential of $0.50 per hour for all shifts beginning after 12:00 noon and before 7:00 am, worked by Facility Technicians and Power Engineers. Overtime under this Agreement will be calculated on the base hourly wage, without regard for this shift differential.

17.04 **Shift Work**

(a) Change shifts - employees may switch a shift or shifts, provided the employee in question is capable of performing the duties required and holds the appropriate certificate, where applicable, and the General Manager or his designate has received notice and approves of the switch prior to the change.

(b) Weekends off - days off shall be planned in such a way as to equally distribute weekends off, subject to the operational requirements of the Centre.

(c) Double shifts - employees shall not be required to work a double shift.

(d) Rest period - there shall be at least 12 hours rest between change of scheduled shifts.

(e) Rotation - the rotation of shifts shall be carried out in an equitable manner.

(f) Schedules shall not be changed without a minimum four (4) week notice; except in case of emergency or by mutual agreement.

17.05 **Overtime Defined**

All time worked after the regularly scheduled workday or workweek of full-time and contractual employees has been worked shall be considered overtime and shall be paid at the rate of 1.5 straight time.

17.06 **Lay-Off During Regular Hours**

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

17.07 **Sharing Overtime**

Overtime shall be divided as equitably as possible among all full-time and contractual employees performing the same work. The Employer shall provide a copy of the annual overtime record to the Union upon request and no less than semi-annually.

Relief/Casual employees will qualify for shared overtime only when they meet the requirements as outlined in 17.02 re: maximum shifts worked at straight time.

17.08 **Approved Time Off**

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

17.09 **Payment for Meal Period**

Any meal period, after the regular shift when overtime is worked, shall be considered time worked and shall be paid for at the appropriate overtime rate to a limit of 1/2 hour.

17.10 **Notice of Overtime**

Employees shall be given three hours notice before they will be required to work overtime except in cases of emergency.

17.11 **Time Off in Lieu of Overtime**

Instead of payment for overtime, an employee may receive time off at the appropriate rate. Time off in lieu of overtime will be taken at the discretion of the supervisor and will not exceed the following in any vacation year:

60 hours for the existing full time Power Engineers and Facility Technicians. (identified in the letter of understanding attached to this agreement)

40 hours for all other employees covered by this agreement.

Any banked overtime not taken by September 30th or scheduled to be taken by October 31st of each year shall be paid out to the employee by the City on the pay period nearest to October 15th of that year.

17.12 **Call-Out**

Full-time employees called out to work shall be paid a minimum of three (3) hours or for the actual hours worked before his/her next regular shift at time and one half, whichever is greater. After the commencement of the regular shift, the regular rate shall apply. If an employee leaves the Centre and is called out again before three (3) hours have elapsed from the start of the previous call out, a second call out shall not apply.

17.13 **Compensation for Reporting**

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

17.14 **Compensation for Standby**

Any employee required to be immediately available for work on call shall be paid one hour's pay at the regular rate of pay for each 24 hour period on call or part thereof. The employee will be required to carry a pager to be provided by the Employer and to remain within the limits of the City of Corner Brook while on call. Such payments shall be in addition to any overtime payment for work actually performed during the overtime hours.

17.15 **Paid Rest or Relief Periods**

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

17.16 **Rest Between Change of Shifts**

(a) For Facility Technicians and Power Engineers failure to provide at least 12 hours rest between scheduled shifts shall result in payment of overtime at appropriate rates for any hours worked during such normal rest period.

(b) All other classifications shall be provided with a rest period equal to the number of hours worked in the previous shift (minimum eight (8) hour rest period). Failure to provide such rest period between scheduled shifts shall result in payment of overtime at appropriate rates for any hours worked during such normal rest period.

17.17 **Reporting Pay**

An employee who reports for work as scheduled, not being told previously not to report, and for whom no work is available, shall be paid for four hours at his/her job rate for so reporting, except for lack of work due to an emergency affecting the majority of the employees in his/her crew or on his/her shift.

ARTICLE 18 - MATERNITY/ADOPTION/PARENTAL LEAVE

18.01 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) Procedures 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.

18.02 Paternity Leave

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

ARTICLE 19 - STATUTORY HOLIDAYS

19.01 **Observance and Entitlement**

All full-time and contractual employee covered by this Agreement shall be granted the following holidays off, subject to operational requirements and with a minimum two weeks' notice, with pay, provided they have worked at the Centre on their scheduled day before and their scheduled day after each holiday unless on vacation or approved leave with pay in which event he/she shall be deemed to have worked:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Memorial Day (July 01)
5. Civic Holiday (Carnival)
6. Labour Day
7. Thanksgiving Day
8. Remembrance Day
9. Christmas Eve
10. Christmas Day
11. Boxing Day

Employees on layoff or on more than 30 days leave of absence including a WorkplaceNL Claim shall not be entitled to holiday pay.

19.02 **When Holiday Falls on Scheduled Day Off**

Should holidays as in Article 19.01 occur on an employee's regularly scheduled day off, then he/she shall chose to either be paid for the day off or take another day with pay in substitution.

19.03 **Employees required to Work the Statutory Holiday**

Full time and Contractual Employees required to work on holidays as listed in Article 19.01 shall be paid one and one-half the regular rate for time worked plus receive an alternate day off at a time mutually agreed between the employee and the immediate supervisor.

Relief/Casual employees required to work any statutory holiday, as listed in 19.01, will receive time plus one half the regular straight time rate for the hours worked. Entitlement to the alternate day off will be in accordance with clause 2.05 (a).

ARTICLE 20 - VACATIONS

20.01 **Length of Vacation**

Full time employees and employees in full time contractual positions in excess of six (6) months shall receive an annual vacation with pay as follows:

Less than one year - 6.75 working hours for each 160 straight time hours worked

After one year

Eighty-four (84) hours of paid vacation time per year up to 3 years of service

One hundred and twenty-six (126) hours of paid vacation time per year after 3 completed years of service

One hundred and sixty-eight (168) hours of paid vacation time per year after 5 completed years of service

Two hundred and ten (210) hours of paid vacation time per year after twenty (20) completed years of service

Two hundred and fifty-two (252) hours of paid vacation time per year after twenty-five (25) completed years of service

The Employer agrees the employees listed in the Letter of Understanding re Vacations for Employees classified as Full time prior to 2014 between the Employer and the Union shall be recognized for the purpose of this clause only as having commenced employment at the dates indicated therein.

20.02 **Vacation Pay Allowance - Seasonal, Part-time and Casual Employees**

Four percent (4%) of gross earnings shall be paid to seasonal, part-time and casual employees on a weekly basis in lieu of vacation time off.
Effective January 1, 2015, five percent (5%) of gross earning shall be paid to seasonal, part-time and casual employees on a weekly basis in lieu of vacation time off for employees in excess of 6,240 accumulated hours.

20.03 **Statutory Holidays and Leave During Vacation**

Where a holiday occurs during an employee's vacation, an additional day shall either be added to the vacation or granted for use at a later date, mutually agreeable to the Employer and the employee. Where the employee is eligible for bereavement or sick leave (providing the employee is hospitalized) during an employee's vacation, an additional day shall be added to the vacation or granted for use at a later date, mutually agreeable to the Employer and employee, for every day of bereavement leave or hospitalization.

20.04 **Preference in Vacation**

For the purpose of scheduling vacations, the vacation year shall be from January 1 to December 31. The employee shall be allowed to carry from one year to the next a maximum of 48 hours of vacation entitlement. Such carried over vacation time must be taken by April 30 in the carry over year at a time mutually agreed with the Employee and the General Manager. If such carry over time is not taken by April 31, the City shall have the right to schedule any such time by June 30 in the carry over year.

Vacation is to be scheduled by the Employer. When conveniently possible, employees shall be granted vacations preferred by the employee. Employees engaged in ice maintenance shall not normally be scheduled vacation time from September 1 to April 30. Preference in choice of vacation dates shall be determined by seniority within a classification.

A draft vacation list shall be submitted by the employee to the General Manager of the Centre not later than April 1st and the approved list shall be posted not later than May 1st. A variance from the approved list shall only be made if mutually agreed with the Employee and the General Manager.

20.05 **Deduction of Vacation**

Full time employees working a four on/four off – 12 hour shift rotation, who take **a full tour off** on vacation (four shifts x 12 hours each = 48 hours) will be **deducted 42 hours** from their bank of vacation entitlement.

Full time employees working a four on/four off – 12 hour shift rotation, who take **three (3) shifts off** on vacation (three shifts x 12 hours each = 36 hours) will be **deducted 31.5 hours** from their bank of vacation entitlement.

Full time employees working a four on/four off – 12 hour shift rotation, who take **two (2) shifts off** on vacation (two shifts x 12 hours each = 24 hours) will be **deducted 21 hours** from their bank of vacation entitlement.

Full time employees working a four on/four off – 12 hour shift rotation, who take **one (1) shift off** on vacation (one shifts x 12 hours each = 12 hours) will be **deducted 10.5 hours** from their bank of vacation entitlement.

Full time employees working a four on/four off – 12 hour shift rotation, who take **less than one (1) full shift off** on vacation will be **deducted one (1) hour** from their bank of vacation entitlement **for each hour taken off**.

ARTICLE 21 - LEAVE OF ABSENCE AND TRAINING

21.01 Union Leave

Leave of absence, without loss of pay, shall be granted on the Union's written request four **(4)** weeks in advance for members to attend Union Conventions. In no case shall the total man days exceed **thirteen (13)** in any calendar year and there shall be no more than one **(1)** employee off on such leave at any one time. Such leave of absence shall be at no additional cost to the Employer where overtime is involved. Additional unpaid leave of absence up to a maximum of **thirty (**30**)** days per calendar year may be granted to attend to Union business with four **(4)** weeks of notice and agreement of the Employer.

21.02 Compassionate/Bereavement Leave

An employee shall be granted a maximum of four (4) days leave without loss of pay in the event of the death of a parent, child (including stepchild), spouse, or common law spouse. An employee shall be granted a maximum of three days leave without loss of pay in the event of the death of the employee's grandparent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law or grandchild. In the event that such death shall occur more than 400 kms outside of the City, two additional days leave without loss of pay shall be granted as travelling time.

21.03 Jury Duty

When an employee is subpoenaed for jury duty or as a court witness, except on his/her own behalf, he/she shall not suffer any loss of wages while so serving.

21.04 General Leave of Absence

Subject to the requirements of the operation, an employee with more than five (5) years service may be granted leave of absence without pay for a specific period under the following conditions:

1. The aggregate total of such leaves taken by an employee shall not exceed twelve (12) months in any five year period.

2. The employee may remain covered by the appropriate Group Insurance Plan provided the employee assumes the full cost of these benefits and provided that such cost is paid in advance.

3. The employee will continue to accrue seniority but will not accrue vacation, sick leave or Statutory Holidays while on such leave.

4. At the conclusion of the leave the employee shall revert to his/her former position, or if the position no longer exists shall be entitled to exercise displacement rights in accordance with Article 9.

5. Employees shall provide as much notice as possible but in no case less than eight (8) weeks.

21.05 **Training Courses**

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

- Type of course (subjects and materials) to be covered;
- Time and duration of the course;
- Location of the course;
- Preferred qualifications required of applicants.

This bulletin shall be posted for a period of 10 days where possible on bulletin boards at the Centre to afford an interested employee an opportunity to apply for such training. The Employer will select applicants based on need, skill, ability and qualifications. When skill, ability and qualifications are relatively equal, seniority shall govern. The Employer's assessment of skill and ability will not be done in an arbitrary or discriminatory manner.

(a) The Employer is committed to the continuing education and training of employees. In conjunction with the Union, the Employer will endeavour to make training opportunities available to employees.

(b) Employees approved to attend training will be paid in accordance with their work schedule while attending such training. Employees attending training on their day(s) off shall receive another day off at a later date or a day's pay in lieu; whichever the employee prefers. Pay in lieu will be subject to the overtime bank being below the maximum as defined in 17.11.

21.06 **Technological and Other Changes**

As far in advance as possible prior to technological changes, the Employer 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 Employer will pay 100% providing:

(a) the course is work related and has been approved by the General Manager of Centre, and

(b) the course has been successfully completed.

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

21.07 **Training**

When training for a particular piece of equipment is considered necessary by the Employer, it shall be conducted by a member of the unit with the required skills and qualifications in the operation of the equipment or, if none available, by a person outside the unit who is skilled and qualified in the operation of the equipment, and an appropriate management person, and/or supplier personnel. The trainers shall agree when the candidate has reached an acceptable level of skill and ability in the operation and handling of the equipment. Should the candidate have been unable to pass the skills test to properly operate the equipment within a reasonable period of time, another candidate may be chosen.

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

The candidate will have reached the acceptable level of ability/skill in the operation or handling of the equipment upon passing a skills test set by the trainers.

21.08 **Premium for Advanced Training**

A premium shall be paid to all employees who hold a valid 4th Class Power Engineering Certificate or higher, as follows:

Effective date of signing - $1.50 regular hour worked.

Effective 1st Anniversary of date of signing - $1.75 per regular hour worked.

Effective 2nd Anniversary of date of signing - $2.00 per regular hour worked.

*It is understood that this premium is only paid to qualified employees for regular hours actually at work and does not apply to vacation time, sick time or any other type of leave.

ARTICLE 22 - PAYMENT OF WAGES

22.01 **Payment of Wages**

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

22.02 **Vacation Pay**

Employees proceeding on scheduled vacation shall receive vacation pay as normally processed weekly.

22.03 **Temporary Assignments**

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

(b) Lead Hands may be appointed from time to time as the need arises, and shall be paid $2.00 per hour premium for such time worked in excess of the regular classification rate. These appointments shall be based on seniority and skill and ability to do the job required.

Employees shall have the right to refuse appointment to the position of Lead Hand.

(c) When a full-time position is known by the Employer to be vacant for more than four (4) weeks but less than sixteen (16) weeks, it will be filled with the senior qualified casual employee.

(d) When a full-time position is known by the Employer to be vacant for in excess of sixteen (16) weeks on a temporary or permanent basis, it shall be posted and filled by a contractual or full-time employee.

22.04 **Rate of Pay**

Should an employee work more than 50% of a shift at a higher rate of pay, the higher rate will be paid for the full shift.

22.05 **Vacation Pay on Termination or Retirement**

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

ARTICLE 23 - HEALTH AND SAFETY

23.01 **Co-operation by Parties**

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

23.02 **Committee on Safety and Health**

A Safety Committee shall be established and composed of two representatives appointed by the Employer and two representatives of the Union. Both parties in making their appointments shall be motivated by the need for selecting people who will be best capable of promoting safety on the job.

23.03 **Regular Meetings**

The Safety Committee shall hold regular meetings at the request of either party and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.

23.04 **Minutes**

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

23.05 **Employer Responsibility**

All employees working in any dangerous capacity, beyond their normal duties, shall be supplied with all the necessary tools, safety equipment and protective clothing when needed.

ARTICLE 24 - GENERAL CONDITIONS

24.01 **Accommodations**

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

24.02 **Bulletin Boards**

The Employer shall provide bulletin boards in the lunch area and operations area of the Centre.

24.03 **Clothing and Coveralls**

(a) Employees will wear protective clothing and uniforms supplied by the Employer. The Employer will contribute $85.00 once per year (or $170.00 every 2 years) for safety footwear (C.S.A. approved) to those employees required to wear such footwear. The Employer will provide one set of coveralls, and gloves as required to full-time and contractual employees. The Employer may designate that all clothing indicates that the wearer is employed by the Employer.

(b) Once every year full-time employees will receive two pair of pants and two shirts. Full- time employees shall receive once every three (3) years a work jacket, winter coat, a pair of lined pants and a pair of winter boots.

24.04 **Clean-Up**

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

24.05 **Licensing Fees**

The Employer will pay licensing fees incurred by Power Engineers when obtaining or renewing any license required by the Government of Newfoundland and Labrador, provided the license is required for the employee to carry out his/her duties for the Employer. This clause excludes fees for driver's licenses and/or endorsements.

24.06 **Copies of Agreement**

The Employer and the Union desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. The Employer agrees to provide at its expense sufficient copies of the Agreement in booklet form within 30 days of signing.

24.07 **Group Insurance 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. It is understood that employees may only opt out of coverage provided by the benefit plans where the terms of the applicable plan permits. Premiums for the Group Insurance Plan shall be cost shared between the employee and the Employer on a 50% - 50% basis.

24.08 **Worker Working Alone**

Employees will generally not be required to work alone and the Employer will explore with the Union methods for employees to have contact with another person at all times.

ARTICLE 25 – CONTRACTING

25.01 **Contracting**

The Union recognizes the responsibility and duty of the Employer to arrange for the performance of services as efficiently and economically as possible. However, notwithstanding the foregoing the Employer shall not contract out any work or services which will result in or extend the lay off of full-time and contractual employees covered by this Agreement.

ARTICLE 26 – WORK BY SUPERVISORS

26.01 **Work by Supervisor**

No person or persons in a supervisory capacity shall perform any work covered by the classification in Appendix 'A' or work any vehicle except, in cases of emergency, for purposes of demonstration or instruction, and for work of duration of one half hour or less. It is understood that customer service needs are considered an emergency.

ARTICLE 27 –PENSION PLAN

27.01 **Pension Plan**

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

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

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

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

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

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

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

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

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

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

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

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

(2) in each of two (2) consecutive years commencing September 1, 2014 having earned at least thirty five percent (35%) of the Yearly Maximum Pensionable Earnings (YMPE) as defined under the Canada Pension Plan.

(k) Access to Pension Files

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

ARTICLE 28 - NO STRIKE, NO LOCKOUT

28.01 **No Strike, No Lockout**

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

ARTICLE 29- TERMS OF AGREEMENT

29.01 **Terms of Agreement**

This Agreement shall come into effect as of the 1st day of January, 2022, and remain in effect until and during the 31st of December, 2025, 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 months prior to the expiry date of the 31st of December, 2025, or in any year thereafter.

It is expressly understood and agreed that the wage rate set forth in Appendix 'A' attached hereto and forming part of this Agreement shall come into effect as from the 1st day of January, 2022, and shall remain in effect until and during the 31st of December, 2025, and shall continue in effect thereafter from year to year with the 1st of January in any year as its annual renewal date, unless either party serves written notice on the other party at least three months prior to the expiry date of the 31st of December, 2025, or any year thereafter.

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

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

IN WITNESS WHEREOF the said parties hereto have affixed their signatures and seals this 26th day of January 2022.

SIGNED on behalf of the Employer

THE CITY OF CORNER BROOK

[redacted]

Witnessed

[redacted]

JESSICA SMITH
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My Commission expires on December 31, 2025.

SIGNED on behalf of the Union

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4386

[redacted]

Witnessed

APPENDIX A

WAGE RATE
(per hour)

All classifications, including casuals and cleaner / maintenance, to be paid rates as set out in the table below:

2% per hour wage increase January 1, 2022
2% per hour wage increase January 1, 2023
2% per hour wage increase January 1, 2024
2% per hour wage increase January 1, 2025

Classification	2021	Jan 1, 2022	Jan 1, 2023	Jan 1, 2024	Jan 1, 2025
Power Engineer	$27.45	$28.00	$28.56	$29.13	$29.71
Facility Technician	$21.97	$22.41	$22.86	$23.31	$23.78
Cleaner/ Maintenance	$ 16.78	$17.12	$17.46	$17.81	$18.16
Casual	$15.70	$16.01	$16.33	$16.66	$16.99

NOTE: The Chief Power Engineer shall be paid the rate of the wage rate of Power Engineer plus $1.00 per hour.

LETTER OF UNDERSTANDING NO.1

Re: Vacations for Employees classified as Full time prior to 2014

The Employer and the Union agree the following former City of Corner Brook employees will have vacation entitlement under Article 20.01 determined based on the following dates of hire with the City:

Kevin Keeping	September 1, 1997
Tim Jewer	September 14, 1997
Joseph Bennett	July 24, 2000
Jerry Ryles	September 14, 2000
Craig Gardner	September 14, 2000
Joseph Park	July 1, 2001
Brad Wells	July 10, 2002
Theodore Boland	August 10, 2008

[redacted]

Signed on behalf of the union

[redacted]

Signed on behalf of the City

LETTER OF UNDERSTANDING
(re: clause 14.01, 14.02, 17.11 and signing bonus)

For the purposes of application of Clause 14.01, 14.02 and 17.11, the City of Corner Brook and CUPE local 4386 agree that the following employees are identified as being full time employees as of the date of signing. Any other existing employee and/or future employee are not considered as full time as of the date of signing of this agreement.

Kevin Keeping
Tim Jewer
Joseph Bennett
Jerry Ryles
Craig Gardner
Joseph Park
Brad Wells

[redacted]

Signed on behalf of the union

[redacted]

Signed on behalf of the City

Memorandum of Understanding
Re: Recreation Worker

It is the intention of the City of Corner Brook to offer a recreational program to the residents of the community through the resources available at the Civic Centre Annex.

This recreational program will be coordinated and supervised by the Supervisor of Recreation with the assistance of the Recreation Technician. The delivery of the events of the program will be provided by various groups and/or individuals, including a number of part-time/casual employees. These employees shall have the job title of **"Recreation Worker".**

It is agreed and understood by the City of Corner Brook and CUPE Local 4386 that these Recreation Workers will be excluded from the CUPE 4386 bargaining unit.

It is further agreed and understood by both parties that these Recreation Workers will only be assigned duties and responsibilities related to the delivery of activities arising from the Recreation Program and that they will not be assigned any work which is normally carried out by members of CUPE Local 4386. Such work normally carried out members of CUPE local 4386 includes but is not limited to: clean/mopping floors; clean, repair or sanitize washrooms; empty garbage bins.

It is agreed by the City of Corner Brook and CUPE Local 4386 that this memorandum of understanding is in place for the duration of this contract and can be renegotiated upon expiry of this current contract on December 31, 2025.

[redacted]

On behalf of the City of Corner Brook

[redacted]

On behalf of CUPE Local 4386

Memorandum of Understanding
Re: Power Engineer 4th Class Training

The City of Corner Brook recognizes the importance of continuing education and succession planning. The City will support employees on the seniority list as of January 1, 2018 with the opportunity to receive the training to achieve their certification to become a 4th Class Power Engineer. If the employee is approved this MOU and is accepted into a provincially approved program, the City will cover 100% of associated program fees.

Approval for participation must be obtained prior to enrolment in a 4th Class Power Engineering program.

This training program will follow provincial guidelines as outlined through the department of Advanced Education, Skills and Labour. The training institution must be provincially approved to deliver the 4th Class Power Engineering program either via in-class instruction or through correspondence training. As a part of the training, employees will be required to successfully complete a period of On the Job Training and a written provincial exam.

It is agreed and understood by both the City of Corner Brook and CUPE Local 4386 that the training referred to in this MOU is separate and outside of Clause 21.05. As such, should the employee choose to attend in-class training at a local institution an unpaid leave of absence, up to one year, will be granted to cover the period required to complete the 4th Class Power Engineering certification.

Upon successful completion of the 4th Class Power Engineering certification, employees shall be deemed qualified to work as a 4th Class Power Engineer with the Corner Brook Civic Centre. These employees will maintain their pre-certification job classification and may be called to work as a 4th Class Power Engineer as operationally required.

Any employee who participates in a 4th Class Power Engineering training program that receives financial assistance under this MOU, shall reimburse the City for all costs associated with the training under the following conditions:

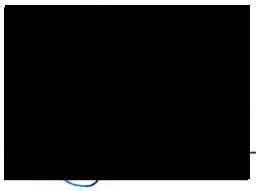
- The employee willingly leaves the employment of the City of Corner Brook within a two-year period after the completion of certification
- The employee accepts less than 90% of any temporary assignments of 4th Class Power Engineer offered to the employee
- The employee does not apply or accept a posting of 4th Class Power Engineer.

It is agreed by the City of Corner Brook and CUPE Local 4386 that this memorandum of understanding can be renegotiated at the written request of either party upon each anniversary date of the signing of this MOU. Should such renegotiation prove unsuccessful, either party may then serve written notice on the other to have the MOU declared null and void. In the absence of any other agreement being put in place, the

MOU will be considered null and void 30 days after such written notice has been served.



On behalf of the City of Corner Brook



On behalf of CUPE Local 4386

APPENDIX B

Exclusions

The following is a list of position 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.

Manager of Recreation Services, Manager of Civic Centre, Supervisor of Building Operations of Civic Centre, Events Coordinator of Civic Centre, Accounting & Duty officer, non-working supervisors, Civic Centre Office Administrator, Office Assistant of Civic Centre, Ticket Sellers, Ushers, Security Staff.

Supervisor of Recreation Services, Recreation Technicians, Students, Summer Program Coordinator, Playground Supervisor, Lifeguards, Train (Mill Whistler) Operator, all Firefighting Services Personnel, All Unionized outside Workers (CUPE Local 706), All Unionized inside Workers CUPE Local 768).

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.