



**This Agreement  
made this 1<sup>st</sup> day  
of  
January, 2023**

**BETWEEN**

**THE TOWN OF  
CONCEPTION BAY SOUTH  
(Hereinafter called the "Employer")  
Party of the First Part:**

**AND**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3034  
(Hereinafter called the "Union")  
Party of the Second Part  
Effective January 1<sup>st</sup>, 2023**

## INDEX

ARTICLE	PAGE
1. PREAMBLE	7
2. MANAGEMENT RIGHTS	
2.01 Management Rights	8
2.02 Non Discriminatory	8
2.03 Employer Shall Not Discriminate	8
2.04 Harassment	8
3. RECOGNITION AND NEGOTIATION	
3.01 Bargaining Unit	9
3.02 Work of the Bargaining Unit	9
3.03 Part-time, Temporary and Casual Employees	9
3.04 No Other Agreements	10
3.05 Amalgamation, Regionalization and Merger Protection	10
4. UNION MEMBERSHIP REQUIREMENT	
4.01 All Employees to be Members	10
5. CHECK-OFF OF UNION DUES	
5.01 Check-off Payments	11
5.02 Deductions	11
5.03 Dues Receipts	11
6. THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES	
6.01 New Employees	11
6.02 Copies of Agreements	11
6.03 Interviewing Opportunity	12
7. CORRESPONDENCE	
7.01 Correspondence	12
8. LABOUR MANAGEMENT BARGAINING RELATIONS	
8.01 Representation	12
8.02 Union Bargaining Committee	12
8.03(a)1. Labour Management Committee	13
8.03(a)2. Function of Committee	13
8.03(a)3. Meetings of Committee	13
8.03(a)4. Chair of the Committee	13
8.03(a)5. Minutes of the Meeting	14
8.03(a)6. Jurisdiction of Committee	14
8.03(b)1. Health and Safety	14
8.03(b)2. Committee on Safety and Health	14
8.03(b)3. Employer Responsibility	15
8.03(b)4. Right to Refuse	15
8.03(b)5. Excavations and Maintenance Holes	15
8.03(b)6. First Aid Kits	15
8.03(b)7. Communications	15
8.03(b)8. Non Disabling Injury	15

8.03(b)9. Transportation of Injured Worker	16
8.03(b)10. Safety Courses	16
8.03(b)11. Training Aquatic Staff-Recreation & Leisure Services Department	16
8.04 Representatives of Canadian Union of Public Employees	17
8.05 Meeting of Committee	17
8.06 Technical Information	17
8.07 Education on the Job	17
<b>9. RESOLUTION AND REPORTS TO THE COUNCIL</b>	
9.01 Employer Shall Notify Union	18
9.02 Copies of Resolutions	18
<b>10. GRIEVANCE PROCEDURES</b>	
10.01 Recognition of Union Stewards and Grievance Committee	18
10.02 Permission to Leave Work	18
10.03 Definition of a Grievance	19
10.04 Settling of a Grievance	19
10.05 Policy Grievance	20
10.06 Union May Institute Grievances	20
10.07 Replies in Writing	20
10.08 Facilities for Grievance	20
10.09 Failure to Act Within the Limits	20
10.10 Technical Objection to Grievances	20
10.11 Deviation from Grievance Procedure	20
<b>11. ARBITRATION</b>	
11.01 Notice of Arbitration	21
11.02 Failure to Appoint	21
11.03 Substitute Arbitrator	21
11.04 Decision of Arbitrator	21
11.05 Expenses of Arbitrator	21
11.06 Amending of Time Limits	21
11.07 Witnesses	22
11.08 Expedited Arbitration	22
<b>12. DISCHARGE, SUSPENSION &amp; DISCIPLINE</b>	
12.01 Right to have Steward Present	23
12.02 Discharge Procedure	23
12.03 Unjust Suspension or Discharge	23
12.04 Burden of Proof	24
12.05 Warnings	24
12.06 Adverse Report	24
12.07 Crossing of Picket Lines During Strike	25
12.08 Personnel Records	25
<b>13. SENIORITY</b>	
13.01 Seniority Defined (Type of Seniority List)	25
13.02 Seniority List	25

13.03 Probation for Newly Hired Employees	26
13.04 Loss of Seniority	26
13.05 Transfers and Seniority Outside Bargaining Unit	27
<b>14. PROMOTIONS AND STAFF CHANGES</b>	
14.01 Job Posting	27
14.02 Information in Posting	28
14.03 No Outside Advertising	28
14.04 Role of Seniority in Promotions and Transfers	29
14.05 Trial Period	29
14.06 Promotions Requiring Higher Qualifications	29
14.07 Notification to Employee and Union	30
14.08 On the Job Training	30
14.09 Training Courses	30
14.10 Disabled/Older Worker Provision	30
14.11 Medical/Physical Requirements – Fire Department	31
14.12 Training – Fire Department	31
<b>15. LAYOFFS AND RECALLS</b>	
15.01 Role of Seniority in Layoffs	31
15.02 Recall Procedure	31
15.03 No New Employees	32
15.04 Advance Notice of Layoff	32
15.05 Grievances on Layoffs and Recalls	32
15.06 Bumping Procedures	32
<b>16. HOURS OF WORK</b>	
16.01 Hours of Work	33
16.02 Working Schedule	40
16.03 Paid Rest Period	40
16.04 Reporting Pay Guarantee	40
16.05 Paid Clean Up or Clothes Changing Time	41
<b>17. OVERTIME</b>	
17.01 Overtime Defined	41
17.02 Compensation for Work Before and After Daily Scheduled Hours	41
17.03 Compensation for Work on the First & Third Day of Rest	41
17.04 Compensation for Work on the Second and Fourth Day of Rest	41
17.05 Compensation for Work on the 6 <sup>th</sup> and 7 <sup>th</sup> Consecutive Days	41
17.06 Compensation for Work on Paid Holidays	42
17.07 No Layoff to Compensate for Overtime	42
17.08 Calculating of Overtime Rates	42
17.09 Sharing of Overtime	42
17.10 Minimum Overtime	43
17.11 Overtime During Layoffs	43
17.12 Call Back Guarantee	43
17.13 Time Off in Lieu of Overtime	43
17.14 Meal Allowance	43

17.15 Compensation for Work Performed on a Holiday Falling on Scheduled Day Off	44
17.16 Waste Collection Equipment Operators Overtime	44
<b>18. SHIFT WORK</b>	
18.01(a) Shifts – Defined	44
18.01(b) Shift Premium	44
18.01(c) Shift Premium re Overtime Hours	44
18.02 Rest Between Change of Shifts	44
<b>19. HOLIDAYS</b>	
19.01 Paid Holidays	45
19.02 Compensation for Holidays Falling on Saturday	45
19.03 Compensation for Holidays Falling on Sunday	45
<b>20. VACATIONS</b>	
20.01 Length of Vacations	46
20.01 (b) Length of Vacations – Fire Department	46
20.01 (c) Number of Employees on Annual Leave – Fire Department	47
20.02 Compensation for Holidays falling within Vacation Schedule	47
20.03 Vacation Pay on Termination	47
20.04 Vacation Pay on Retirement	47
20.05 Vacation Schedule	48
20.06 Unbroken Vacation Period	48
20.07 Vacation Call Back	48
20.08 Notice of Leave	48
20.09 Carry Forward of Vacation	48
20.09 (b) Carry Forward of Vacation – Fire Department	48
20.10 Vacation Rate	49
<b>21. SICK LEAVE PROVISIONS</b>	
21.01 Sick Leave Defined	49
21.02 Annual Paid Sick Leave	49
21.03 Accumulation of Sick Leave	49
21.04 Illness in the Family	49
21.05 Deductions from Sick Leave	50
21.06 Proof of Illness	50
21.07 Proof of Illness for Injury or Protracted Illness	50
21.08 Abuse of Sick Leave	50
21.09 Sick Leave During Leave of Absence and Layoff	50
21.10 Sick Leave Records	51
21.11 Approved Leave During Vacation	51
<b>22. LEAVE OF ABSENCE</b>	
22.01 Negotiation Pay Provisions	51
22.02 Grievance and Arbitration Pay Provisions	51
22.03 Paid Bereavement Leave	51
22.04 Pall Bearer's Leave	52
22.05 Service Requirements for Maternity Leave	52

22.06 Length of Maternity Leave	52
22.07 Protection of Position and Benefits	52
22.08 Procedure Upon Return from Maternity Leave	52
22.09 Sick Leave Relative to Pregnancy	53
22.10 Adoption Leave	53
22.11 Parental Leave	53
22.12 Special Leave	53
22.13 Paid Jury or Court Witness Duty Leave	53
22.14 Education Leave	54
22.15 General Leave	54
22.16 Earned Vacation and Sick Leave on Death	54
22.17 Leave of Absence for Full Time Union or Public Functions	54
22.18 Leave of Absence for Union Functions	54
22.19 Family Violence Leave	55
<b>23. PAYMENT OF WAGES AND ALLOWANCES</b>	
23.01 Pay Days	55
23.02 Equal Pay for Equal Work	55
23.03 Pay on Temporary Transfers, Higher Rated Jobs	55
23.04 Pay on Temporary Transfers, Lower Rated Jobs	56
23.05 Mileage Allowance	56
23.06 On Call Provisions for Public Works	56
23.07 Legal Fees	57
23.08 Repayment of Functional Abilities Assessment Fees	57
<b>24. JOB CLASSIFICATION AND RECLASSIFICATION</b>	
24.01 Job Description	57
24.02 No Elimination of Present Classification	57
24.03 Changes in Classification	58
<b>25. EMPLOYEE BENEFITS</b>	
25.01 (a) Pension Plan	58
25.01 (b) Group Benefits	58
25.02 Workers Compensation Pay Protection	59
25.03 Guarantee of Employee Benefits Plan	59
25.04 Continuation of Benefits During Work Stoppages	59
25.05 Employee/Employer Contributions	60
25.06 Benefits Accruing While on Workers' Compensation	60
<b>26. JOB SECURITY</b>	
26.01 Restrictions on Contracting Out	61
<b>27. UNION LABEL</b>	
27.01 Union Label	61
<b>28. GENERAL CONDITIONS</b>	
28.01 Proper Accommodation	61
28.02 Bulletin Board	61
28.03 Allowance for Tools	61

28.04 Protective Clothing	62
29. CONTINUATION OF ACQUIRED RIGHTS	
29.01 Continuation of Acquired Rights	68
30. COPIES OF THE AGREEMENT	
30.01 Copies of the Agreement	68
31. GENERAL	
31.01 Plural or Feminine Terms May Apply	68
31.02 Severance Pay	68
32. TERMS OF AGREEMENT	
32.01 Duration	69
32.02 Changes in Agreement	69
32.03 Notice of Changes	69
32.04 Agreement to Continue in Force	70
32.05 Retroactive Pay for Terminated Employees	70
32.06 Training Benefits	70
32.07 Retroactivity	70
32.08 Tax Collections and Payroll	71
32.09 Reduction in Hours of Work	71
32.10 Waste Collection Equipment Operators	71
32.11 Shift Exchange – Firefighters and Fire Lieutenant	71
SCHEDULE “A” – WAGES	72
- RATES OF PAY	72
SCHEDULE “B” – EXCLUSIONS FROM THE BARGAINING UNIT	73

## **ARTICLE 1 - PREAMBLE**

### **Land Acknowledgement**

The Town of Conception Bay South would like to respectfully acknowledge the territory in which we gather, as the ancestral home-lands of the Beothuk and the island of Newfoundland as the ancestral homelands of the Mi'kmaq and Beothuk.

We also respectfully acknowledge Labrador as the traditional and ancestral homelands of the Innu of Nitassinan, the Inuit of Nunatsiavut, and the Inuit of NunatuKavut.

We strive for respectful partnerships with all the peoples of this province as we search for collective healing and true reconciliation and honour this beautiful land together.

### **1.01 Purpose**

It is the purpose of both parties to this Agreement:

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

### **1.02 Agreement**

It is now desirable that methods of bargaining and all methods pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

### **1.03 Definitions**

- a) "Casual employee" means a person who is called in on an occasional or intermittent basis.
- b) "Employee" means a person included in the bargaining unit who is employed by the Employer for remuneration.



- c) "Full time employee" means a person who is regularly scheduled to work the full, regular hours of their department.
- d) "Part time employee" means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- e) "Permanent employee" means a person who has completed their probationary period and is employed without reference to any specific date of termination of service.
- f) "Temporary employee" means a person who is employed for a specific period or for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **2.01 Management Rights**

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

### **2.02 Non Discriminatory**

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

### **2.03 Employer Shall Not Discriminate**

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

### **2.04 Harassment**

- a) The Employer and the Union agree to take reasonable steps to eliminate harassment in the work place.

- b) It is agreed that complaints under this article will be dealt with by the Employer and the Union with all confidentiality.
- c) If the Employer deems that an investigation is necessary, the Employer shall appoint an investigator. The Union may appoint a shop steward, if one is not chosen, to be present during any interviews with unionized employees. The investigator shall complete a report to be submitted to the Chief Administrative Officer and the President of CUPE Local 3034.
- d) Failing resolution of such complaint the grievance procedure may be used.
- e) Harassment shall be defined as in the Newfoundland and Labrador Human Rights Code.

### **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

#### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 3034 as the sole and exclusive bargaining agent in respect to rates of pay, hours of work and all other conditions of employment for all employees save and except those in classifications identified in Schedule "B" of this Collective Agreement.

#### **3.02 Work of The Bargaining Unit**

- (a) 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 of emergency, providing that the performance of such work does not reduce the hours of work or pay of any member of the bargaining unit.
- (b) The Union agrees an exception of 3.02 (a) is made with respect to the Fire Chief and/or designate provided that no member of the bargaining unit is affected in their hours of work, pay or employment status.

#### **3.03 Part-time, Temporary and Casual Employees**

This Collective Agreement is fully applicable to all part-time, temporary and casual Employees, unless otherwise stated.

### **3.04 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.

### **3.05 Amalgamation, Regionalization and Merger Protection**

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

- (a) Employees shall be credited with all seniority rights with the new Employer.
- (b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- (d) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
- (e) No employee shall suffer a loss of employment as a result of merger.
- (f) Preference in location of employment in the merged municipality shall be on the basis of seniority.

## **ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT**

### **4.01 All Employees to be Members**

All employees within the bargaining unit shall as a condition of continued employment become and remain members in good standing of the Union according to the constitution and bylaws of the Union. All new employees within the bargaining unit shall, as a condition of employment, become and remain members in good standing in the Union on the day they are hired.

## **ARTICLE 5 – CHECK-OFF OF UNION DUES**

### **5.01 Check-off Payments**

The Employer shall deduct from every employee within the bargaining unit any dues, initiation fees, or assessments levied, in accordance with the Union constitution and bylaws.

### **5.02 Deductions**

Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees on the last day of each month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. A copy of the list shall be forwarded by the Employer to the Secretary-Treasurer of the Local Union.

### **5.03 Dues Receipt**

The Employer shall include the amount of union dues paid by each Union member in the previous year on T4 statements.

## **ARTICLE 6 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

### **6.01 New Employees**

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

### **6.02 Copies of Agreements**

On commencing employment, the employees' immediate supervisor shall introduce the new employee to a union steward or representative. The steward or representative will provide them with a copy of the Collective Agreement.

### **6.03 Interviewing Opportunity**

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 five (5) working days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union. Approval from the respective supervisors must be obtained for the purposes of this interview. Such permission will not be unreasonably withheld.

## **ARTICLE 7 – CORRESPONDENCE**

### **7.01 Correspondence**

All correspondence, with the exception of grievances between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer and the President or Secretary of the Union.

## **ARTICLE 8 – LABOUR MANAGEMENT BARGAINING RELATIONS**

### **8.01 Representation**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order to facilitate this, the Union shall notify the Employer in writing, of the names of its officers and the Employer shall not be required to recognize such officers until such time as this notification has been received. Likewise, the Employer shall notify the Union of the names of its supervisory or advisory personnel with whom the Union may be required to transact business.

### **8.02 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of no more than four (4) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

### **8.03 (a) 1. Labor Management Committee**

A Labor Management Committee shall be established consisting of four (4) representatives of the Union and three (3) representatives of the Employer. The Committee shall employ the full support of both parties in the interests of improved service to the public and job security for the employees.

### **8.03 (a) 2. Function of Committee**

The Committee shall concern itself with the following general matters:

1. Considering constructive criticism of all activities so that better relations shall exist between the Employer and the Employees in an effort to achieve a harmonious working relationship.
2. Improving and extending services to the public.
3. Promoting safety and sanitary practices.
4. Reviewing suggestions from employees, questions of working conditions and service; but not grievances concerned with service.
5. The parties agree that the mandate of the Labor Management Committee shall include discussions and consultation on the matter of the maintenance and review of employee group benefit plans.

### **8.03 (a) 3. Meetings of Committee**

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

### **8.03 (a) 4. Chair of the Meeting**

An Employer and a Union Representative shall be designated as joint Chairperson and shall alternate in presiding over meetings.

### **8.03 (a) 5. Minutes of the Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall receive two (2) signed copies of the minutes within ten (10) days following the meeting. Any personal information shall be strictly confidential and shall be confined only to members of the Committee and shall not appear in the public minutes.

### **8.03 (a) 6. Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its decision and conclusions.

### **8.03 (b) 1. Health and Safety**

The Union and the Employer shall cooperate in improving policies and procedures, which will provide adequate protection for employees engaged in hazardous work. The Town of Conception Bay South and its employees will comply with the Newfoundland and Labrador Occupational Health and Safety Act and Regulations, applicable Canadian Standards Association requirements and the Workplace Health, Safety and Compensation Commission Act and Regulations.

### **8.03 (b) 2. Committee on Safety and Health**

Worksite Health and Safety Committees will be established as required under the Newfoundland and Labrador Occupational Health and Safety Act and Regulations. Union and management representation from each designated location will make up the members of the committee and will meet as per legislative requirements but not less than quarterly. A quorum must be in place in order for the meeting to take place.

A Joint Town Health and Safety Committee will be established, which will meet quarterly and will include the employee co-chairs from the Worksite Committees, as well as three (3) senior management. The Joint Committee will review and discuss unresolved issues from the Worksite Committees.

Representatives of the union shall suffer no loss of pay for attendance. At such meetings employee attendance is subject to operational requirements as determined by the employer.

**8.03 (b) 3. Employer Responsibility**

Employees working in any unsanitary or dangerous jobs shall be supplied with all necessary tools, safety equipment and protective clothing to ensure their health and safety.

**8.03 (b) 4. Right to Refuse**

No employee shall be disciplined for refusal to work on a job or operate any equipment which, in their opinion, is not safe.

**8.03 (b) 5. Excavations and Maintenance Holes**

When employees are engaged in excavations or in maintenance holes and lift stations at a depth in excess of four (4) feet, there shall be two (2) persons on the surface of the ground to ensure the safety of the employees engaged in the trench and to assist in carrying out the work.

**8.03 (b) 6. First Aid Kits**

A first aid kit shall be supplied by the Employer to each mobile unit and in the locations as designated by the Occupational Health and Safety regulations.

**8.03 (b) 7. Communications**

After regular working hours, work will be assigned so that an employee may be in contact with other employees.

**8.03 (b) 8. Non Disabling Injury**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of their shift at the regular rate of pay, without reduction from sick leave, unless a doctor states that the employee is fit for further work on that shift. An employee who has received payment under this section shall, if on the job, suffer no loss in pay for the time necessarily spent for further medical treatment



of the injury during regular scheduled working hours subsequent to the day of the accident.

### **8.03 (b) 9. Transportation of Injured Workers**

Transportation to the nearest physician or hospital for employees requiring medical attention on the job shall be at the expense of the Employer.

### **8.03 (b) 10. Safety Courses**

The Employer agrees to the implementation of a program in conjunction with the Occupational Health and Safety Act to provide courses for members of the Bargaining Unit to enable a number of employees in various departments to obtain safety instruction and training. The costs associated with these courses will be the responsibility of the Employer.

### **8.03 (b) 11. Training Aquatic Staff- Recreation and Leisure Services Department**

#### **A) CERTIFICATION**

Permanent, full-time pool employees are required, at the Employer's expense, to renew applicable award certifications, which are required. All other employees upon completion of two years of employment from date of hire are required, at the Employer's expense, to renew applicable award certifications. Such current certification to be a condition of employment and continued employment.

#### **Lifeguard/Instructors:**

1. N.L.S.-once every two (2) years from date of (re)certification.
2. Red Cross Water Safety/Royal Life Saving Society Instruction Certification-once every two (2) years from date of (re)certification.

#### **Receptionists**

1. CPR-once per calendar year.
2. First Aid-D.O.H. Standards-once every two (2) years.

## **B) IN SERVICE TRAINING**

It is mandatory for all Lifeguards/Instructors to participate in In Service Training as a condition of employment. The Employer agrees to notification of at least one (1) month in advance, with remuneration at applicable overtime rates, outside of regular working hours.

### **8.04 Representative of Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Prior notice of visits will be given to the Employer.

### **8.05 Meeting of Committee**

In the event either party wishes to call committee meetings during normal working hours, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held no later than six (6) calendar days after the request has been given.

### **8.06 Technical Information**

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

### **8.07 Education on the Job**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education 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.

## **ARTICLE 9 - RESOLUTIONS AND REPORTS TO THE COUNCIL**

### **9.01 Employer Shall Notify Union**

If in any department of the Employer there is a proposed reorganization of work affecting any employee or employees as defined in Articles 1.03 and 3.02 of this Agreement, the Employer shall give notice to the Union of such proposed reorganization and the Union may submit its views with respect to such reorganization and the Employer shall give consideration to the submission of the Union provided such submission is made to the Employer within two (2) weeks from the date of receipt by the Union of the said notice from the Employer.

### **9.02 Copies of Resolutions**

Copies of all motions, resolutions and bylaws or rules and regulations adopted by the Council, which affect the members of this Union, are to be forwarded to the Union and be posted on all bulletin boards.

## **ARTICLE 10 - GRIEVANCE PROCEDURES**

### **10.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of Union Stewards. The Steward shall assist any employee which the Steward represents in preparing and presenting the grievance in accordance with the grievance procedure.

### **10.02 Permission to Leave Work**

- (a) The employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed fulltime by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of the Chief Administrative Officer or a designated representative, which permission shall not be unreasonably withheld.
- (b) Any Steward or representative of the Union involved in the grievance on the Grievance Committee, who is in the employ of the Employer, shall have the

right to attend meetings in connection with the grievance procedure held within working hours without loss of remuneration.

### **10.03 Definition of Grievance**

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

### **10.04 Settling of Grievance**

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

#### Step 1

The aggrieved employee shall, within ten (10) working days after becoming aware of the occurrence of the grievance, in the presence of their Shop Steward or in their absence the Chief Shop Steward, discuss the matter with the immediate supervisor. The supervisor shall respond within ten (10) working days.

#### Step 2

If the grievance is not settled in Step 1, the employee and their Shop Steward may submit the grievance in writing to the Department Head within five (5) working days of receipt of the response at Step 1. The Department Head shall meet with the grievor and their Steward within five (5) working days of receipt of the grievance at Step 2 to discuss the issue and shall provide a decision within a further five (5) working days.

#### Step 3

If the grievance is not settled in Step 2, the Union may submit the dispute to the Chief Administrative Officer or designate within five (5) working days of receiving the Department Head's decision. The Chief Administrative Officer shall meet with the griever and a Union representative within five (5) working days of receipt of the grievance at Step 3 and shall provide a decision within a further five (5) working days.

#### Step 4

Failing satisfactory resolution at Step 3, either party may refer the matter in dispute to arbitration within thirty (30) working days of receipt of the decision at Step 3.

#### **10.05 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs or where a group of employees of the Union or the Employer has a grievance, Steps 1 & 2 of this Article may be bypassed.

#### **10.06 Union May Institute Grievances**

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.

#### **10.07 Replies in Writing**

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

#### **10.08 Facilities for Grievances**

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

#### **10.09 Failure to Act Within the Limits**

If the Employer or the Union fails to process a grievance to the next step in the Grievance Procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

#### **10.10 Technical Objection to Grievances**

An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which is deemed just and equitable, providing that nothing in this section shall allow an arbitrator the right to waive the obligation of either party to process a grievance in accordance with the terms of Article 10.04.

#### **10.11 Deviation from Grievance Procedure**

Once a grievance procedure has been initiated, there shall be no discussions between the grievor and management representatives relative to the grievance,

except as allowed in the Grievance Procedure and/or unless a Union Steward is present.

## **ARTICLE 11 – ARBITRATION**

### **11.01 Notice of Arbitration**

Should any grievance arise which is not satisfactorily resolved under Article 10, either party may, by providing notice in writing to the other as allowed in Step 4, refer the matter to arbitration.

### **11.02 Failure to Appoint**

If the party receiving the notice fails to agree on an arbitrator from the Provincial List within five (5) working days, the appointment shall be made by the Minister of Employment and Labour Relations upon request of either party.

### **11.03 Substitute Arbitrator**

Should the first person named be unable to hear the matter within thirty (30) days or such other time as the parties may agree, the next named person on the list will be selected and so on.

### **11.04 Decision of the Arbitrator**

The decision of the arbitrator shall be final, binding and enforceable on all parties. The arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions; however, they shall have the power to otherwise dispose of the grievance by an arrangement, which is deemed just and equitable.

### **11.05 Expenses of Arbitrator**

The parties to this Agreement will share equally the fee and expenses of the arbitrator.

### **11.06 Amending of Time Limits**

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by mutual consent of the parties.

## **11.07 Witnesses**

At any stage of the Grievance or Arbitration Procedure, the parties shall have the right to the assistance of any employee(s) concerned, without loss of pay or benefits, as witnesses and any other witnesses. The parties agree that any written statement of any Union member against any other member or the Employer shall not be used in arbitration (excepting accident matters) if it could be detrimental to employees, to the Employer or to the Union, unless the author of the statement is available for cross-examination. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

## **11.08 Expedited Arbitration**

Subject to agreement of both parties, a form of Expedited Arbitration 1 or 2 may be used following Step 3 of the Grievance Procedure. The particulars are as follows:

### Expedited 1

1. In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief only, detailing the arguments of the respective parties to a single arbitrator within fifteen (15) calendar days of the written response of the Chief Administrative Officer in Step 3 of the Grievance Procedure.
2. The single arbitrator must be agreed to by both parties within seven (7) calendar days of the Chief Administrative Officer's written response and the appointed arbitrator must be willing to render a verbal decision within two (2) calendar days following receipt of the written brief from each party.
3. Decisions will be non-precedential and without prejudice for any subsequent grievance of a similar nature.

### Expedited 2

1. In any dispute of interpretation or application of the Collective Agreement the parties agree to submit a written brief and present oral arguments to a single arbitrator within twenty (20) calendar days of the written response of the Chief Administrative Officer in Step 3 of the Grievance Procedure.
2. The single arbitrator must be agreed to by both parties within seven (7) calendar days of the Chief Administrative Officer's written response and the

appointed arbitrator must be willing to tender a written decision within ten (10) calendar days following presentation of written briefs and oral argument of each party.

3. The single arbitrator may, for the purpose of clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the arbitrator. Both parties retain access to the complete arbitration process as described in Article 11 of the Collective Agreement where either or both do not wish to implement Expedited Arbitration 1 or 2.

Decisions of the arbitrator will be binding on both parties within the guidelines of the Newfoundland and Labrador Labour Relations Act.

Cost will be shared on a 50/50 basis.

## **ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE**

### **12.01 Right to have Steward Present**

An employee shall have a Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. An exception is made where the employee waives, in writing to both parties, this requirement.

### **12.02 Discharge Procedure**

An employee may be dismissed, but only for just cause and only upon the authority of the Chief Administrative Officer or designate. When an employee is discharged or suspended, they shall be given the reason in the presence of a Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

### **12.03 Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to the normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an arbitrator, if the matter is referred to such a person. Any monies earned by an employee during a period of suspension or discharge shall not be deducted from any award made under this Article.



#### **12.04 Burden of Proof**

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

#### **12.05 Warnings**

Whenever the Chief Administrative Officer or designate deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction if such an employee fails to bring the employee's work up to a required standard by a given date the employer shall, within ten (10) working days thereafter, give written particulars of such censure to the employee with a copy to the Secretary of the Union.

Any document which might at any time be used against any employee in any case of suspension, dismissal or disciplinary action shall be removed from their personnel file and destroyed after the expiration of twelve (12) months providing that there is no recurrence of a similar incident during that time, in which case it shall be removed and destroyed twelve (12) months after the recurrence.

#### **12.06 Adverse Report**

The Chief Administrative Officer or designate shall notify an employee in writing of any expression of dissatisfaction concerning his work within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of the personnel record for use against them at any time. This article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to their work. The employee's reply to such a complaint, accusation or expression of dissatisfaction shall become part of the record.

Any document which might at any time be used against an employee in any case of suspension, dismissal or disciplinary action shall be removed from their personnel file and destroyed after the expiration of twelve (12) months providing there is no recurrence of a similar incident during that time, in which case it shall be removed and destroyed twelve (12) months after the recurrence.

## **12.07 Crossing of Picket Lines During Strike**

In the event that any other employees of the Employer engage in a strike or where employees in an industrial dispute engage in a strike and maintain picket lines, the employees covered by this Agreement, excluding firefighters in emergency situations, shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

## **12.08 Personnel Records**

An employee shall have the right at any reasonable time during regular business hours and upon providing reasonable notice, to have access to and review their personnel file.

An employee shall have the right to make copies of any material contained in their personnel record.

A management representative shall be present at all times when files are being reviewed and/or copied.

## **ARTICLE 13 – SENIORITY**

### **13.01 Seniority Defined (Type of Seniority Unit)**

Seniority shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the work force and recall. Seniority shall operate on a bargaining unit wide basis.

Employees who have completed the probationary period prior to January 1, 2007 shall have a seniority number assigned in accordance with the existing seniority as of that date. Employees who complete their probationary period after January 1, 2007, the next available seniority number shall be assigned on completion of probation without reference to employer service.

### **13.02 Seniority List**

The employer shall maintain a seniority list showing the employee's seniority number, employment status, classification, and the length of employer service accumulated with the Town of Conception Bay South expressed in total years, months, days and hours (based on regular hours). The seniority list shall be

posted on bulletin boards on January 1<sup>st</sup> and July 1<sup>st</sup> of each year and copied to the Union.

A seniority number shall be assigned to each employee which will be retained by the individual until loss of seniority as per Article 13.04, at which time the number shall be retired and not subsequently issued to any other employee.

Any objections must be filed with the employer in writing within thirty (30) days of posting. Any employee on approved leave when the seniority list is posted shall have the right, upon return to work, to file an objection in writing within thirty (30) days of the date of return to work. After that period, the seniority list shall be deemed correct for that list and all future lists subject only to changes between lists.

### **13.03 Probation for Newly Hired Employees**

A newly hired employee shall be on probation for a period of seventy (70) working days or the equivalent in full time hours for that position from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. The termination of probationary employees is not subject to the grievance procedure unless discrimination is alleged. After completion of the probationary period, employees shall be assigned a seniority number.

### **13.04 Loss of Seniority**

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

An employee's seniority shall be lost and not regained only in the event:

1. They are discharged for just cause and are not reinstated.
2. They resign in writing and does not withdraw within two (2) working days.
3. They are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
4. They fail to return to work in excess of seven (7) calendar days following a layoff and after being notified by registered mail or notice through hand delivery to do so, unless through sickness or just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for employment for periods of less than eight

- (8) weeks duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to work.
5. They are laid off for a period longer than two (2) years.
  6. A casual Firefighter accepts less than fifty percent (50%) of shifts offered per quarter. Quarters shall be January 1 – March 31, April 1 – June 30, July 1 – September 30 and October 1 – December 31.
  7. A casual employee (with the exception of a Firefighter) accepts less than fifty percent (50%) of shifts offered in any consecutive six-month period. Call in logs and refusals will be provided.
  8. A casual Firefighter is entitled to decline one (1) casual call-in shift per calendar year for family responsibility that shall not be held against them. A procedure for utilizing this clause will be set out by the Fire Chief.

### **13.05 Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside the Bargaining Unit, they shall retain their seniority accumulated up to the date of leaving the Unit, but will not accumulate any further seniority.

With two weeks written notification, an employee shall have the right to return to a position in the Bargaining Unit during their trial period, which shall be a maximum of sixty (60) days. If an employee provides written notification within the two week time frame prior to the expiration of the sixty (60) day period, a two week extension beyond the notification period will be granted. If an employee returns to the Bargaining Unit, they shall be placed in a job consistent with their seniority and prior rate of pay. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

## **ARTICLE 14 - PROMOTIONS AND STAFF CHANGES**

### **14.01 Job Posting**

The Employer shall determine the number and type of jobs necessary for its requirements, and when a vacancy exists. When a vacancy occurs or a new position is created, either inside or outside of the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week. This period can be reduced by mutual agreement.

## **Fire Department**

A job posting is not required when a temporary position within the Fire Department, up to a maximum of three (3) months in duration, is filled on a rotational basis with a senior casual employee who accepts.

### **14.02 Information in Posting**

Such notice shall contain the following information:

1. Nature of position
2. Qualifications
3. Required knowledge and education
4. Skills
5. Shift
6. Wage or salary rate or range

Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "The Town of Conception Bay South is an equal opportunity employer."

### **14.03 No Outside Advertising**

With the exception of the Fire Department where speedy replacement of employees is essential due to the demands on the Unit, no outside advertising for any vacancy inside the Bargaining Unit shall be placed until the applications for present employees have been fully processed. For positions within the Fire Department, vacancies may be advertised simultaneously with consideration first being given to internal applicants.

#### **14.04 Role of Seniority in Promotions and Transfers**

Both parties recognize:

1. the principle of promotion within the service of the Employer.
2. that job opportunity should increase in proportion to seniority.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having sufficient qualifications in accordance with Article 14.02. Appointment from within the Bargaining Unit shall be made within three (3) weeks of posting.

#### **14.05 Trial Period**

The successful applicant shall be notified in writing within two (2) weeks following the end of the posting period. They shall be placed on trial for a period of up to forty (40) working days or the equivalent in full time hours for that position. Conditional upon satisfactory service, the Employer shall confirm the employee's appointment after the period of forty (40) working days or the equivalent in full time hours for that position. In the event the successful applicant proves unsatisfactory in the position or wishes to return during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage and salary rate without loss of seniority. Such return will be subject to a two-week notice to the Employer. Any other employee promoted or transferred because of the arrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority. If the employee is judged by the Employer to be unsatisfactory, they shall be notified in writing as to the reason(s) why. The length of trial periods may be extended upon mutual agreement with the employee, employer and union.

#### **14.06 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 qualifications prior to filling of vacancy. Such employee will be given a trial period to a maximum of forty (40) consecutive working days and will revert to their former position if the required qualifications are not met within such time. The time limit in this Article may be extended by mutual consent between the Chief Administrative Officer or designate and the Union.

#### **14.07 Notification to Employee and Union**

Within seven (7) working days, the Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment for employees in Schedule A and Schedule B.

#### **14.08 On the Job Training**

The Employer shall 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 a 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 during regular working hours or arranging to change positions for temporary periods, without affecting the salary or pay of the employees concerned. Such opportunities for training shall be subject to operational requirements and allocated according to the seniority provisions of this agreement.

#### **14.09 Training Courses**

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

1. Type of course (subject and material to be covered).
2. Time, duration and location of the course.
3. 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(s) shall be selected on a rotational basis from within the respective department.

#### **14.10 Disabled/Older Worker Provision**

An employee who has become incapacitated by injury or illness or through advancing years is unable to perform normal duties shall be employed in other work, which they can do, if such a position is available. Such employees may not displace an employee with greater seniority.

#### **14.11 Medical/Physical Requirement - Fire Department**

Notwithstanding the provisions of 14.10, Firefighters shall be required to meet and maintain the established standards of physical fitness as outlined in NFPA 1001 and shall be governed by the current standards with regard to retirement because of age. Any Firefighter that cannot meet the demands of their occupation due to injury, illness or other physical limitations, shall be reassigned to other work that they can do, provided that such position is available and they have indicated an interest in such reassignment.

#### **14.12 Training-Fire Department**

- a) The Town recognizes the importance of a meaningful training program and continue to provide both in house training and training under the auspices of outside agencies or organizations.
- b) Training for firefighting duties shall be in accordance with NFPA 1001 which standard firefighters will be required to meet and maintain. Such training will be available to Firefighters in the normal delivery of the department's standing program.

### **ARTICLE 15 - LAYOFFS AND RECALLS**

#### **15.01 Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to seniority. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority and shall have the right to bump laterally and downward provided that those employees have sufficient ability to perform all the functions of the position into which they wish to bump.

There shall be no requirement for the Employer to provide training at the time of the proposed bumping. However, prior to bumping, the Employer shall provide an orientation period of not more than one (1) day in order to familiarize the employee with the new position. The Employee bumping into a position shall accept all the terms and conditions prevailing at that time relative to that position.

#### **15.02 Recall Procedure**

Employees shall be recalled in the order of their seniority provided that those employees being recalled have sufficient qualifications to perform the work required.



### **15.03 No New Employees**

No new employees shall be hired until those laid off and qualified have been given an opportunity of recall.

### **15.04 Advance Notice of Layoff**

- a) The Employer shall notify full-time/permanent employees in writing who are to be laid off twenty (20) working days prior to the effective date of layoff. All other employees shall be notified ten (10) working days prior to the effective date of layoff.

In the event of a layoff, an employee who at any given time, has worked in excess of twelve (12) consecutive months, shall be notified by the Employer in writing, twenty (20) days prior to the effective date of layoff. All other employees shall be notified ten (10) working days prior to the effective date of layoff.

- b) If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

### **15.05 Grievances on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

### **15.06 Bumping Procedures**

- a) Any employee who is laid off or bumped in accordance with this Article shall make their intentions known to the Employer with respect to bumping within five (5) working days of being notified by the Employer.
- b) The employee who is bumped in accordance with this procedure shall be deemed to have been given notice of layoff in effect from the date that the employee who bumped him was given notice of layoff.
- c) The employee who is bumped from a recall in accordance with this procedure shall be deemed not to have been recalled.

- d) When an individual is laid off and within the notice period work in another classification becomes available, the affected employee has the right to indicate a change in his bumping intention.
- e) Employees who are laid off or bumped will not be called for shifts unless bumping papers are filed and approved. In accordance with Article 15.06, bumping papers must be provided and reviewed by a union executive member prior to submission to the Employer.

## ARTICLE 16 - HOURS OF WORK

### 16.01 Hours of Work

Development Control Coordinator	Monday to Saturday, 40 hours per week. 8:00 a.m. to 6:00 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift
Project Coordinator	Monday to Saturday, 40 hours per week 8:00 a.m. – 6:00 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift
Building Inspector	Monday to Saturday, 40 hours per week. 8:00 a.m. to 6:00 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift
Mechanic	Monday to Friday, 40 hours per week. 8:00 a.m. to 4:30 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift  Snowclearing Schedule 12:00 a.m. – 8:00 a.m. 8:00 a.m. – 4:00 p.m. 4:00 p.m. – 12:00 a.m.  Lunch: ½ hour paid per 8 hour shift
Systems Maintenance Electrical	Monday to Friday, 40 hours per week. 8:00 a.m. to 4:30 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift
Systems Maintenance Plumbing	Sunday to Saturday, 40 hours per week 8:00 a.m. to 4:30 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift

Carpenter	<p>Monday to Friday, 40 hours per week. 8:00 a.m. to 4:30 p.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p>																																										
Fire Lieutenant Fire Fighter	<p>The operations division will work a four (4) platoon system consisting of a 42 hour work week, averaged over an eight (8) week period. The schedule will consist of a split 10/14 pattern covering 2 – 10 hour days and 2-14 hour nights in rotation. The day shift will begin at 8:00 a.m. and end at 6:00 p.m. The night shift will begin at 6:00 p.m. and end at 8:00 a.m.</p> <p>Fire Fighters and Lieutenants will be required to remain in the station for the duration of their shift and may leave only for work related duties or at the discretion of the senior officer on shift.</p> <p>Shift Schedule (example: any month for 1 platoon)</p> <table border="1" data-bbox="646 716 1305 917"> <thead> <tr> <th colspan="7">Schedule of work – 42 hours per week</th> </tr> <tr> <th>Mon</th> <th>Tue</th> <th>Wed</th> <th>Thur</th> <th>Fri</th> <th>Sat</th> <th>Sun</th> </tr> </thead> <tbody> <tr> <td>10</td> <td>10</td> <td>14</td> <td>14</td> <td>off</td> <td>off</td> <td>off</td> </tr> <tr> <td>off</td> <td>10</td> <td>10</td> <td>14</td> <td>14</td> <td>off</td> <td>off</td> </tr> <tr> <td>off</td> <td>off</td> <td>10</td> <td>10</td> <td>14</td> <td>14</td> <td>off</td> </tr> <tr> <td>off</td> <td>off</td> <td>off</td> <td>10</td> <td>10</td> <td>14</td> <td>14</td> </tr> </tbody> </table> <p>The Fire Chief reserves the right to transfer staff between platoons if required. Affected employees will be given two (2) weeks' notice and, if so desired, will not lose pre-approved vacation time. Employees will be given an equal number of calendar days off without any additional vacation days charged to their accruals.</p> <p>For payroll purposes, the Fire Department work day shall be from 8:00 a.m. to 8:00 a.m. the following work day.</p> <p>The hours of rest for the Fire Department will be from 11:00 p.m. to 6:00 a.m., in accordance with operational and training requirements.</p> <p>Casual Firefighters shall not exceed ninety-six (96) hours per pay period. An employee who reaches ninety-six (96) hours shall be removed from rotation for calls unless in emergency situations deemed by the Fire Chief or designate.</p>	Schedule of work – 42 hours per week							Mon	Tue	Wed	Thur	Fri	Sat	Sun	10	10	14	14	off	off	off	off	10	10	14	14	off	off	off	off	10	10	14	14	off	off	off	off	10	10	14	14
Schedule of work – 42 hours per week																																											
Mon	Tue	Wed	Thur	Fri	Sat	Sun																																					
10	10	14	14	off	off	off																																					
off	10	10	14	14	off	off																																					
off	off	10	10	14	14	off																																					
off	off	off	10	10	14	14																																					
Grader Operator	<p>Monday to Friday, 40 hours per week. 8:00 a.m. to 4:30 p.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p> <p>Snowclearing Schedule 12:00 a.m. – 8:00 a.m. 8:00 a.m. – 4:00 p.m. 4:00 p.m. – 12:00 a.m.</p> <p>Lunch: ½ hour paid per 8 hour shift</p>																																										

Tax Consultant	<p>Monday to Saturday, 40 hours per week 8:00 a.m. to 6:00 p.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p>
Heavy Equipment Operator	<p>Monday to Friday, 40 hours per week. 8:00 a.m. to 4:30 p.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p> <p>Snowclearing Schedule 12:00 a.m. – 8:00 a.m. 8:00 a.m. – 4:00 p.m. 4:00 p.m. – 12:00 a.m.</p> <p>Lunch: ½ hour paid per 8 hour shift</p>
Systems Maintenance Worker	<p>Monday to Friday, 40 hours per week. 8:00 a.m. to 4:30 p.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p>
Municipal Enforcement Officer	<p>Sunday to Saturday, 40 hours per week 8:00 a.m. to 11:00 p.m.</p> <p>Snowclearing Schedule 6:00 p.m. to 4:00 a.m.</p> <p>Part time and casual employees shall work between the hours of 7:00 a.m. and 7:00 a.m.</p> <p>Employees may be scheduled for up to 10 hour shifts without overtime rates.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift ½ hour paid per 10 hour shift</p>
Tax Revenue Accountant	<p>Monday to Saturday, 40 hours per week 8:00 a.m. to 6:00 p.m.</p> <p>February 15 to March 15 Monday to Saturday, 40 hours per week 8:00 a.m. to 9:00 p.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p>
Humane Services Officer	<p>Sunday to Saturday, 40 hours per week 8:00 a.m. to 10:00 p.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p>
Engineering/Works Clerk Typist	<p>Monday to Saturday, 40 hours per week 8:00 a.m. to 6:00 p.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p>

Planning and Development Clerk	Monday to Saturday, 40 hours per week 8:00 a.m. to 6:00 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift
Enforcement/Legal Clerk	Monday to Saturday, 40 hours per week 8:00 a.m. to 6:00 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift
Accounts Payable/Payroll Clerk	Monday to Saturday, 40 hours per week 8:00 a.m. to 6:00 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift
Recreation Clerk Typist	Monday to Saturday, 40 hours per week 8:00 a.m. to 6:00 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift
Dispatcher	Monday to Friday, 40 hours per week 8:00 a.m. to 4:30 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift
Labourer	May 1 to October 31 Sunday to Saturday, 40 hours per week 6:00 a.m. to 12:00 a.m.  November 1 – April 30 Sunday to Saturday, 40 hours per week 8:00 a.m. to 8:00 a.m.  Lunch: ½ hour unpaid per 8.5 hour shift
Labourer Public Works	Monday to Friday, 40 hours per week 8:00 a.m. to 4:30 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift  Snowclearing Schedule 12:00 a.m. – 8:00 a.m. 8:00 a.m. – 4:00 p.m. 4:00 p.m. – 12:00 a.m.  Lunch: ½ hour paid per 8 hour shift
Maintenance Custodian II (Pool)	Sunday to Saturday, 40 hours per week 6:00 a.m. – 4:30 p.m.  Two weekends off per month, per full-time permanent employee.  Lunch: ½ hour unpaid per 8.5 hour shift

Accounting Assistant	<p>Monday to Saturday, 40 hours per week 8:00 a.m. to 6:00 p.m.</p> <p>February 15 to March 15 Monday to Saturday, 40 hours per week 8:00 a.m. to 9:00 p.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p>
Maintenance II (Stadium)	<p>Monday to Sunday, 40 hours per week</p> <p>Minimum of one weekend off per month per full-time permanent employee.</p> <p>8:00 a.m. to 4:00 p.m. 12:00 p.m. to 8:00 p.m. 4:00 p.m. to 12:00 a.m. 12:00 a.m. to 8:00 a.m.</p> <p>Lunch: ½ hour paid per 8 hour shift</p>
Maintenance Custodian	<p>Sunday to Saturday, 40 hours per week, as per posted schedule. 8:00 a.m. to 8:00 a.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p> <p>Public Works:</p> <p>Monday to Friday, 40 hours per week 8:00 a.m. to 11:00 p.m.</p> <p>Lunch: ½ hour paid per 8 hour shift</p>
Lifeguard/Instructors	<p>Full time:</p> <p>Monday to Friday, 40 hours per week 6:00 a.m. to 11:00 p.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p> <p>Part time:</p> <p>Monday to Sunday, as per working schedule 6:00 a.m. – 11:00 p.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p> <p>No shift premium as per Article 18.01 (b)</p> <p>One scheduled split shift limited to one employee per day for full time employees only, to be scheduled on a seniority basis. A rotational list for choice of split shift will be drawn up according to staff numerical list. Failure to decide split shift, seniority will prevail. Other split shifts required will be based upon mutual consent between the employee and employer.</p>

	<p>The following provisions are made for split shifts:</p> <ul style="list-style-type: none"> <li>a. 4 hours and 4 hours over 12 hour period</li> <li>b. 5 hours and 3 hours over 10 hour period</li> <li>c. 2 hours and 6 hours over 10 hour period</li> </ul> <p>Split Shift Premium – \$0.75 per hour for all hours of shift affected.</p> <p>If a part time Lifeguard/Instructor is called in for a shift outside their regular scheduled hours, they will be paid a minimum of three (3) hours at the regular rate of pay.</p>
Receptionist (Pool)	<p>Full time:</p> <p>Monday to Friday, 40 hours per week 11:30 a.m. to 7:30 p.m.</p> <p>Lunch: ½ hour paid per 8 hour shift</p> <p>Part time:</p> <p>Sunday to Saturday, as per working schedule 5:30 a.m. – 11:00 p.m.</p> <p>Lunch: ½ hour paid per 8 hour shift</p>
Maintenance I (Stadium)	<p>Sunday to Saturday, 40 hours per week 8:00 a.m. – 8:00 a.m.</p> <p>Minimum of one weekend off per month per full-time permanent employee.</p> <p>Lunch: ½ hour paid per 8 hour shift</p>
Canteen Worker	<p>Sunday to Saturday, 40 hours per week 6:00 a.m. – 11:00 p.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p>
Plumber Helper	<p>Saturday to Wednesday, 40 hours per week 8:00 a.m. – 4:00 p.m.</p> <p>Lunch: ½ hour paid per 8 hour shift</p>
Horticulturalist	<p>Monday to Friday, 40 hours per week. 8:00 a.m. to 4:30 p.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p>
Records Management Clerk	<p>Monday to Saturday, 40 hours per week 8:00 a.m. – 6:00 p.m.</p> <p>Lunch: ½ hour unpaid per 8.5 hour shift</p>

Public Works Accounting	Monday to Friday, 40 hours per week 8:00 a.m. to 4:30 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift
Waste Collection Equipment Operators	Tuesday to Friday, 40 hours per week 7:00 a.m. to 5:00 p.m.  Lunch: ½ hour paid per 10 hour shift
Fire Department Clerk Typist	Monday to Saturday, 40 hours per week 8:00 a.m. to 6:00 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift
GIS Technician	Monday to Saturday, 40 hours per week. 8:00 a.m. to 6:00 p.m.  Lunch: ½ hour unpaid per 8.5 hour shift
Recreation Event Staff	Sunday to Saturday, as needed on a casual basis  6:00 a.m. to 3:00 a.m.

All Full-Time positions within the Public Works Department and full-time Recreation Outside Workers, the regular hours of work shall be:

8:00 a.m. to 12:00 p.m.  
12:30 p.m. to 4:30 p.m.

All other classifications, the regular hours of work are as outlined above. No eight (8) hour shift shall be spread over a period longer than eight and one half (8.5) hours with one half hour (0.5) off for lunch.

The working schedule of each employee showing the shifts and consecutive days off work shall be posted in an appropriate place at least two (2) weeks in advance and shall not be changed unless by mutual agreement between the Employer and CUPE Local 3034.

Shift premium to apply only to the hours outside the regular hours of work from 8:00 a.m. to 4:30 p.m. or as identified above.

The snowclearing schedule will commence December 1 to April 15 with the understanding that the Employer reserves the right to implement earlier or later snow clearing season as the weather dictates as determined by the Chief Administrative Officer or his designate. The snowclearing shift may be extended beyond April 15 but no later than April 30, as deemed necessary by the Chief Administrative Officer, or designate. It is further understood that the two week notice period for the implementation of the snowclearing shift shall be waived as



of December 1<sup>st</sup>. All employees will report to work from 8:00 a.m. to 4:00 p.m. until the implementation of the snowclearing shift and cease when shift is over, without notice.

### **16.02 Working Schedule**

- a) The hours and days of work of each employee shall be posted in an appropriate place at least two weeks in advance.

An exception is made with respect to temporary Lifeguard/Instructors whose schedule shall be posted twenty-four (24) hours in advance.

The Employer shall, after agreement with the Union, set forth the working schedule of each department, hereinafter referred to as the "Work Schedule" where different from this Agreement.

- b) All employees other than full-time and according to their respective seniority will be allocated the most hours available up to normal working hours per day or per week, unless the Department Head and employee mutually agree otherwise.
- c) Part-time employees shall not be scheduled by the Employer for less than three (3) hours work in any regular shift. An exception is made with respect to Lifeguard/Instructors who shall not be scheduled by the Employer for less than two (2) hours in any regular shift.
- d) The Fire Department's monthly rotational schedule shall be posted in all Fire Stations.

### **16.03 Paid Rest Period**

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area made available by the Employer.

### **16.04 Reporting Pay Guarantee**

An employee reporting for work on their regular shift shall be paid the regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

### **16.05 Paid Clean Up or Clothes Changing Time**

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

## **ARTICLE 17 - OVERTIME**

### **17.01 Overtime Defined**

All authorized time worked before or after the regular work day and the regular work week, or on a holiday, or before or after the scheduled shift of an employee assigned to shift work, shall be considered overtime.

### **17.02 Compensation for Work Before and After Daily Scheduled Hours**

Overtime work before and after the regular daily hours shall be paid for at the rate of time and one-half (1 ½) for the first four (4) hours and double (2) time after four (4) hours in any one-day or shift.

### **17.03 Compensation for Work on the First & Third Day of Rest**

Work performed on an employee's first and third day of rest shall be paid for at a rate of time and one half (1 ½) for the first eight (8) hours and double time thereafter.

### **17.04 Compensation for Work on the Second & Fourth Day of Rest**

Work performed on an employee's second day of rest shall be paid for at the rate of double time (2). Work performed on an employee's fourth day of rest shall be paid for at the rate of double time (2).

### **17.05 Compensation for Work on the 6<sup>th</sup> and 7<sup>th</sup> Consecutive Days**

Employees whose days of rest are not regularly scheduled, shall be paid for work performed on the 6<sup>th</sup> and 7<sup>th</sup> consecutive working days as per the provisions of Articles 17.03 and 17.04 respectively.

### **17.06 Compensation for Work on Paid Holidays**

- a) Overtime work on a holiday shall be paid for at the rate of time and one-half (1 ½) for each hour worked in addition to the paid holiday to be taken at a later date to be mutually agreed upon between the Employer and the Employee.

All voluntary overtime which is scheduled on a holiday will be paid as per this clause, except for voluntary overtime which an employee works on a scheduled day off, which will be paid according to Article 17.15.

- b) Subject to Article 19.01, employees who work less than the normal work week and who are required to work on a paid holiday shall receive time and one half (1 ½) for all hours worked up to the normal work day.

### **17.07 No Layoff to Compensate for Overtime**

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

### **17.08 Calculating of Overtime Rates**

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

### **17.09 Sharing of Overtime**

Overtime and call back time shall be divided equitably among employees who are willing and qualified to perform the available work within their respective classifications and departments. At the end of each week the name of the next person in line to be called for overtime will be posted on the bulletin board in the applicable area.

### **Fire Department Overtime**

Following the inability to fill a position with casual workers:

The Fire Department will utilize an overtime policy based on hours of overtime worked. The eligible member with the lowest amount of overtime hours will be

called first, then the eligible member with the second lowest will be called, until the list is exhausted. If no one has accepted the overtime call, the procedure will be repeated.

#### **17.10 Minimum Overtime**

Overtime shall be on a voluntary basis except in emergency situations declared by the Chief Administrative Officer or designate or unless otherwise specified in this Agreement.

Overtime shall be mandatory for Firefighters during emergency situations at the discretion of the Fire Chief or designate.

#### **17.11 Overtime During Layoffs**

There shall be no overtime worked in any operation in excess of four (4) hours per day while there are available employees on layoff to perform the work.

#### **17.12 Call Back Guarantee**

An employee who is called back to work outside his regular working hours shall be paid for a minimum of four (4) hours at overtime rates.

#### **17.13 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to by the employee and Employer. The parties agree that employees shall have a banking entitlement and that any time off in lieu must be liquidated by the end of the year in which it is earned. Employees may receive payment of all accumulated overtime upon three (3) weeks notice on a separate cheque.

#### **17.14 Meal Allowance**

Except when overtime is scheduled, the Employer shall provide a meal allowance of \$18.00 to any employee working in excess of four (4) hours of overtime in any event, and in excess of two (2) hours of overtime immediately following the end of the employee's regular shift. This meal allowance is to be processed through the bi-weekly payroll.

### **17.15 Compensation for Work Performed on a Holiday Falling on Scheduled Day Off**

When a holiday falls on an employee's day off and they are required to work on such a holiday, they shall receive two and one-half (2 ½) hours pay for each hour worked on such a holiday in addition to paid holiday. If, at the request of the employee, time off in lieu is granted it shall be on the basis of two and one-half (2 ½) hours off for each hour worked.

### **17.16 Waste Collection Equipment Operators Overtime**

Overtime is compulsory as required for Waste Collection Equipment Operators during snowstorms or other natural disasters and in lieu of paid holidays.

## **ARTICLE 18 - SHIFT WORK**

### **18.01 (a) Shifts – defined**

A shift is a scheduled work period other than regular hours of work or regular workday as defined in Article 16.

### **18.01 (b) Shift Premium**

Subject to Article 16 and in recognition of the undesirable features of shift work, a shift premium of \$2.00 per hour shall apply subject to the provisions of this article, to all hours of shift work performed by employees filling full time positions where such shifts are required.

### **18.01 (c) Shift Premium re: Overtime Hours**

Under no circumstances will shift premium apply to overtime hours.

### **18.02 Rest Between Change of Shifts**

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

An exception is made with respect to part-time, temporary or casual employees at the Recreation Complex and Stadium facilities.

An exception is made with respect to the Fire Department as per the shift schedule agreed to on June 29, 2010.

## **ARTICLE 19 - HOLIDAYS**

### **19.01 Paid Holidays**

The Employer recognizes the following as paid holidays for employees (with the exception of Firefighters and Fire Lieutenants):

New Year's Day	Civic Holiday – First Monday of August
St. Patrick's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Eve
Discovery Day	Christmas Day
Canada Day	Boxing Day
Orangeman's Day	New Year's Eve

### **19.02 Compensation for Holidays Falling on Saturday**

When any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

Any recreation facility which operates on a 7 day work week, ie. Recreation Complex and Stadium facilities, shall observe the holiday on the actual day.

### **19.03 Compensation for Holidays Falling on Sunday**

When any of the above noted holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

Any recreation facility which operates on a 7 day work week, ie. Recreation Complex and Stadium facilities, shall observe the holiday on the actual day.

## ARTICLE 20 - VACATIONS

### 20.01 Length of Vacations

An employee shall receive an annual vacation with pay in accordance with their years of service as follows:

Less than one year  
one and one-quarter (1¼ ) days per month

One year or more  
fifteen (15) working days per calendar year

In the calendar year of the eighth (8<sup>th</sup>) anniversary and each year thereafter  
twenty (20) working days per calendar year

In the calendar year of the fifteenth (15<sup>th</sup>) anniversary and each year thereafter  
twenty-five (25) working days per calendar year.

In the case of employees with more than eight years service, management reserves the right to schedule the last five (5) days to be taken in other than peak vacation period from June 1 to September 30. Employees assigned to snowclearing crews may request annual vacation during the snowclearing season subject to approval on the annual vacation schedule or at the discretion of the Director of Engineering and Public Works.

A further exception is made with respect to temporary employees who shall have the option at least one week prior to the first pay in any calendar year, to choose accrual of vacation pay or payment at each pay period.

A further exception is made with respect to casual employees who shall be paid a rate of six percent (6%) through the regular payroll as the benefit is earned.

### 20.01 (b) Length of Vacations - Fire Department

An employee shall receive an annual vacation with pay in accordance with their years of service as follows:

Less than one year  
13.33 hours per month

One year or more  
160 hours per calendar year

In the calendar year of the eighth (8<sup>th</sup>) anniversary and each year thereafter

200 hours per calendar year

In the calendar year of the fifteenth (15<sup>th</sup>) anniversary and each year thereafter  
240 hours per calendar year.

In the case of employees with more than eight years service, management reserves the right to schedule the last forty (40) hours to be taken in other than peak vacation period from June 1 to September 30.

A further exception is made with respect to casual employees who shall be paid a rate of six percent (6%) through the regular payroll as the benefit is earned.

#### **20.01 (c) Number of Employees on Annual Leave – Fire Department**

A maximum of one (1) Firefighter or Lieutenant per shift shall be granted annual leave at any one time. Subject to operational requirements, and the Fire Chief's discretion, this number may be increased.

#### **20.02 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time to be determined at the time vacation schedules are posted in accordance with Article 20.05.

#### **20.03 Vacation Pay on Termination**

An employee terminating their employment at any time in the vacation year, before they have had vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prior to termination.

#### **20.04 Vacation Pay on Retirement**

An employee, on retirement, as defined in a mutually agreed pension plan or the Canada Pension Plan, whichever is lesser, 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.



#### **20.05 Vacation Schedule**

Vacation schedule shall be posted by May 1 of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off. No consideration for time off in lieu of overtime will be given until all annual leave requests are complete.

#### **20.06 Unbroken Vacation Period**

Subject to Article 20.01, an employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

#### **20.07 Vacation Call Back**

No employee shall be required to work during a scheduled vacation period.

#### **20.08 Notice of Leave**

Subject to Article 20.05, except in an emergency, or by mutual consent between the Chief Administrative Officer and the employee involved, five (5) working days notice shall be given to the Employer prior to time off being taken.

#### **20.09 Carry Forward of Vacation**

An employee may carry forward a maximum of fifteen (15) days annual leave from one year into the following year subject to such time being scheduled and taken outside peak vacation period.

#### **20.09 (b) Carry Forward of Vacation – Fire Department**

An employee may carry forward a maximum of one hundred, twenty (120) annual leave hours from one year into the following year subject to such time being scheduled and taken outside peak vacation period.

## **20.10 Vacation Rate**

Vacation pay shall be paid at the rate earned.

## **ARTICLE 21 - SICK LEAVE PROVISIONS**

### **21.01 Sick Leave Defined**

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

### **21.02 Annual Paid Sick Leave**

Twenty-one (21) days sick leave per year shall be earned by an employee at the rate of one and three-quarter (1  $\frac{3}{4}$ ) days for every month an employee is employed.

One hundred, sixty-eight (168) hours sick leave per year shall be earned by Firefighters at the rate of fourteen (14) hours for every month the Firefighter is employed.

A casual employee will accrue sick leave credits on a pro-rated basis while employed in the casual position however, this sick leave can only be accessed if they become employed in a temporary or permanent position. The exception to this would be if the casual employee is on duty and becomes ill. In this case, the employee is entitled to access their sick leave bank.

### **21.03 Accumulation of Sick Leave**

The unused portion of an employee's sick leave shall accrue for their future benefit.

### **21.04 Illness in the Family**

Where no one other than the employee can provide for the needs during illness of a mother, father, spouse or child, an employee shall be entitled, after notifying their supervisor, to use a maximum of five (5) accumulated sick leave days per

illness to a maximum of twelve (12) days per year. Any extension of the above noted time period is subject to the Employer's approval.

Absence from work for illness in the family is to be deducted from the employee's accumulated sick leave bank.

#### **21.05 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave and illness in the family. Deduction shall be made for actual time lost due to illness.

#### **21.06 Proof of Illness**

An employee may be required to produce a certificate from a medical practitioner for any absence from work due to illness or absence from work due to illness in the family in excess of two (2) working days or five (5) days in the aggregate in any year, certifying that they were unable to carry out their duties due to illness.

#### **21.07 Proof of Illness for Injury or Protracted Illness**

Following an injury or protracted illness, in excess of seven (7) working days, an employee may be required to produce a certificate from a medical practitioner, certifying that they are now able to carry out their duties, which certificate shall state whether they may carry out their full duties or if they are fit only for light duties.

#### **21.08 Abuse of Sick Leave**

In cases of suspected abuse shown by an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness or any return to work.

#### **21.09 Sick Leave During Leave of Absence and Layoff**

When an employee is given leave of absence with pay, paid for in whole or in part from the Employer's own resources, they shall receive sick leave credit for the period of such leave upon their return to work. This shall not apply however, in cases covered by Clause 21.04. If an employee is laid off for lack of work, they shall retain but not accrue, sick leave credits provided they are not laid off for a period in excess of twenty-four (24) consecutive months.

### **21.10 Sick Leave Records**

Within thirty (30) working days after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

### **21.11 Approved Leave During Vacation**

- (a) An employee who becomes ill during an approved period of vacation may, upon application, and upon presentation of a completed medical certificate acceptable to and supplied to the Employer, have their vacation leave, for the period of their illness which fell during their vacation, changed to sick leave.
- (b) An employee who, during approved period of vacation suffers a bereavement within their immediate family and who must deal with such bereavement during the vacation, may substitute the bereavement leave in the amount allocated in Clause 22.03, for the period of the vacation. For the purpose of this subclause, immediate family shall include only parent, spouse, child, brother or sister, mother-in-law or father-in-law.

## **ARTICLE 22 - LEAVE OF ABSENCE**

### **22.01 Negotiation Pay Provisions**

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

### **22.02 Grievance and Arbitration Pay Provisions**

Stewards and grievors of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

### **22.03 Paid Bereavement Leave**

An employee shall be granted a minimum of five (5) regularly scheduled consecutive work days leave without loss of pay and benefits in the case of death of a spouse or child. Three (3) days without loss of pay and benefits shall be granted in the case of a parent, grandparent, brother, sister, fiancée, mother-in-law, father-in-law, sister-in-law, brother-in-law or grandchild.

Vacation Leave or Lieu of Overtime will not be unreasonably denied for any other bereavement leave.

#### **22.04 Pall-Bearer's Leave**

One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

Vacation Leave or Lieu of Overtime will not be unreasonably denied for any extra pallbearer's leave required.

#### **22.05 Service Requirement for Maternity Leave**

An employee shall qualify for maternity leave, without pay, after six (6) consecutive months of continuous employment. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

#### **22.06 Length of Maternity Leave**

Maternity leave shall be as per federal legislation. Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one (1) year shall be allowed.

#### **22.07 Protection of Position and Benefits**

- (a) The Employer will protect the position and accrued benefits of the employee only for the period of maternity leave as stated in Clause 22.06.
- (b) Employees shall continue to accrue employer service, seniority, sick leave and vacation during pregnancy, adoption and parental leave. During the period of pregnancy, adoption and parental leave the employee may continue to pay the full cost of the premiums for Group Benefits. This amount may be deducted from the value of the vacation credits accrued during such leave.

#### **22.08 Procedure Upon Return from Maternity Leave**

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

### **22.09 Sick Leave Relative to Pregnancy**

Where complications of pregnancy result in loss of time from work prior to the normally scheduled time for the commencement of maternity leave, or cause the employee to be unavailable after the normally scheduled cessation of maternity leave, sick leave benefits shall be available, if required, up to the extent they have been earned. If no sick leave has accrued, leave without pay shall be provided.

### **22.10 Adoption Leave**

Where an employee seeks leave due to legal adoption, the foregoing (22.09) provisions shall apply, except that the employee shall be granted leave of absence up to a maximum of one month.

### **22.11 Parental Leave**

An employee shall be permitted Parental Leave without pay as per federal legislation. The employee will inform the Employer at least two (2) weeks prior to the desired leave of absence. Such leave shall be contiguous with any maternity leave taken by either parent. The Employer will protect the position and accrued benefits of the employee only for the period of parental leave

### **22.12 Special Leave**

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

Birth or adoption of employee's child - one (1) day  
Marriage of employee's child, brother, sister - one (1) day  
Employee's marriage - one (1) day

### **22.13 Paid Jury or Court Witness Duty Leave**

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

court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

#### **22.14 Education Leave**

An employee shall be entitled to leave of absence with pay, up to a maximum of two (2) days per year (non-accumulative) and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

#### **22.15 General Leave**

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

#### **22.16 Earned Vacation and Sick Leave on Death**

If an employee who has been granted more vacation or sick leave with pay than had been earned, dies, the employee is considered to have earned the amount of leave with pay granted to them.

#### **22.17 Leave of Absence for Full Time Union or Public Functions**

- (a) The Employer recognizes the right of an employee to participate in public affairs.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority accrued to the date of commencement of their leave provided such public office requires their full time involvement or attendance. Such leave will be limited to one term of up to five years.
- (c) An employee who is elected to a full time office within the Union or anybody with which the Union is affiliated shall be granted leave of absence without loss of seniority accrued to the date of commencement of such leave for a period of one term. Such leave will not be available for an employment position with the Union.

#### **22.18 Leave of Absence for Union Functions**

- (a) A maximum of thirty-two (32) working days total for the Bargaining Unit with pay and without loss of benefits shall be granted in a calendar year

for the purpose of local, Provincial or Federal Union functions, provided that no more than two (2) employees at any one time from the same department can be granted leave, such leave must have the prior approval of the Chief Administrative Officer or designate.

- (b) Leave of absence with pay and without loss of seniority and benefits may be granted to employees appointed to sit on CUPE national or provincial committees or boards. The employer cost shall be billed to CUPE Local 3034. These requests shall be submitted in writing to the Chief Administrative Officer or designate and may be approved for no more than two (2) employees at any one time. The two (2) employees may not be from the same department.

### **22.19 Family Violence Leave**

An employee experiencing family violence, as defined by the Family Violence Prevention Act, may in consultation with their supervisor, utilize sick leave as necessary with appropriate medical or law enforcement documentation.

## **ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

### **23.01 Pay Days**

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

### **23.02 Equal Pay for Equal Work**

Employees shall receive equal pay for equal work, regardless of gender.

### **23.03 Pay on Temporary Transfers, Higher Rated Job**

When an employee is assigned to a higher paying position, they shall receive the rate for the position. Where the higher position is outside the Bargaining Unit, they shall receive the rate of pay of the position filled. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer outside the Bargaining Unit.



#### **23.04 Pay on Temporary Transfer, Lower Rated Job**

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

#### **23.05 Mileage Allowance**

Members of the Bargaining Unit shall not be required to use their private vehicles on Town business. Employees who are requested to use their private vehicles on Town business, and agree, shall be compensated at the current rate as per Town policy.

#### **23.06 On Call Provision for Public Works**

- a. When an employee is scheduled to be on call, that is immediately available by telephone contact or otherwise, they shall be paid fifty dollars (\$50) per eight hours of standby.
- b. For the purpose of snow clearing operations:

A minimum of two (2) employees may be scheduled on a rotational basis commencing November 1 and continuing through to the start of the snow clearing shift, during weekends and statutory holidays. Hours for scheduled on call will be Friday 4:30 p.m. to Monday, 8:00 a.m. plus any statutory holidays.

A minimum of four (4) employees will be scheduled for on call on a rotational basis from the start of the snow clearing shift to the end of the snow clearing shift, but no later than April 30 during weekends and statutory holidays.

No employee will be scheduled to be on call for more than one (1) weekend per four (4) weeks. When the snow clearing shift starts, employees will be scheduled for on call from Saturday 12:00 a.m. to Monday, 12:00 a.m. plus any statutory holidays.

An employee may leave their employment and return home when they have completed the work for which they were called.

On call duty shall be equally divided among the qualified employees within the respective classification and department. The on call schedule shall be posted with two weeks' notice.

On call duty will not be scheduled if it conflicts with approved leave.

Employees may exchange on call duty with another employee in the same classification subject to the approval of the appropriate supervisor.

Employees on call shall be called first for all overtime needed for that on call period. All other employees needed shall be called as per Article 17.09.

- c. At any time throughout the year, in the case of emergency as determined by the Chief Administrative Officer or designate, an on call schedule shall be initiated with 24 hour notice for public works staff.
- d. Notwithstanding 23.06 (a), (b) and (c) any other on call requested throughout the year will be on a voluntary basis.

### **23.07 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.

### **23.08 Repayment of Functional Abilities Assessment Forms**

Repayment of Functional Abilities Assessment fees required by the employer will be reimbursed expenses with a receipt.

## **ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **24.01 Job Description**

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented to the Union and discussed with the Union and shall become the recognized job descriptions. The Union has the right to present written objection within thirty (30) days. If such objection cannot be resolved, the issue may be subject to grievance and arbitration.

### **24.02 No Elimination of Present Classification**

Classifications shall not be eliminated or changed without prior agreement with the Union.

### **24.03 Changes in Classification**

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When duties of any job are changed or increased, or when a new job within the Bargaining Unit is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

## **ARTICLE 25 - EMPLOYEE BENEFITS**

### **25.01 (a) Pension Plan**

- i. The parties agree that a pension plan consisting primarily of a fifty percent (50%) Employer and fifty percent (50%) Employee contribution will be implemented.

The Employer agrees to the implementation of Option 3 for members of the Bargaining Unit effective January 1, 2003.

Clarification: the Employer points out that Employees in the current pension plan enrolled in Option 1 will receive a pension from this Option up to December 31, 2002. Pension benefits beyond this date will be provided as per Option 3.

- ii. The Employer will continue to contribute its share of the premium to the pension plan, subject to the employee continuing to contribute their share, for those employees in receipt of WHSCC or LTD.
- iii. Casual employees are not eligible to enroll in the pension plan.

### **25.01 (b) Group Benefits**

An employee with more than twelve (12) months consecutive service shall be considered permanent for the purposes of LTD.

Casual employees are not eligible for group benefits.

## **25.02 Workers Compensation Pay Protection**

- (a) An employee who is absent from work and is in receipt of Workers Compensation benefits shall not suffer any reduction in net pay provided and to the extent that the employee shall have accumulated sick leave benefits. As Workers Compensation benefits are exempt from tax under current Income Tax Legislation, the employee's gross salary will be adjusted so that the net "take home" pay shall not be in excess of the amount received prior to the injury. The accumulated sick leave benefits shall be utilized and applied to "top up" the Workers Compensation benefits. The employee shall continue to be paid by the Employer and shall assign their Workers Compensation benefits to the Employer.
- (b) When sick leave benefits have been exhausted, the employee shall receive only that net pay as awarded by the Workers Compensation Commission and paid to the Employer.
- (c) While an employee is entitled to benefits under Article 25.02(a), the employee shall be maintained on all group benefit plans in which the employee participated prior to the injury provided the employee pays their portion of all premiums due. Such premiums shall be deducted as if the employee was still in receipt of full salary, notwithstanding Article 25.02(a).

## **25.03 Guarantee of Employee Benefits Plan**

The present employee benefit plan shall be maintained for the life of this Agreement.

## **25.04 Continuation of Benefits During Work Stoppages**

In the event of a legal work stoppage as part of the process of collective bargaining, it is agreed that group benefits shall be maintained. In order to facilitate this process, the Employer agrees to forward to the insurer the total premiums for such coverage for members of the Bargaining Unit upon receipt from the Union, in advance of an amount equal to the total of the premiums for such benefits for the members of the Bargaining Unit.

It is further agreed that the Employer will, upon request, advise the Union of the amount of the premiums to be paid in such an instance. The Employer accepts no responsibility for payment of any portion of this premium.

## **25.05 Employee/Employer Contributions**

The insurance carrier shall provide a direct payment card to all plan members for Extended Health Benefits at no additional cost and 100% payment.

## **25.06 Benefits accruing while on Workers' Compensation**

Employees, while in receipt of Workers' Compensation benefits, will continue to accrue and retain the following benefits.

- (a) Vacation with pay not taken in a year by reason of an employee being in receipt of Workers' Compensation benefits (not at work or an early and safe return to work program) shall be entitled to carry forward indefinitely the entitlement existing at the date of injury, until a return to work, resignation, termination or retirement, notwithstanding Article 19 and 20.
- (b) Employees shall, while on Workers' Compensation benefits, be entitled to have added to any existing entitlement, the equivalent of earned vacation with pay they would have earned had they been at work over the period following the date of injury, to a maximum period of two (2) years entitlement. The entitlement under this clause shall also be carried forward until the employee returns to work.
- (c) Vacation with pay entitlement as set forth in (a) above, must be taken in the twelve (12) months next after the return to work and thereafter Article 20 applies.
- (d) Sick leave shall continue to accrue during the period that an employee is on Workers' Compensation at the rate of 1  $\frac{3}{4}$  days for each month, to a maximum of 21 sick days per year and same shall be added to the employee's total unused portion of sick leave and applied in accordance with Article 21.03.
- (e) An employee shall continue to retain their seniority during any period they are in receipt of Workers' Compensation benefits as outlined in Article 13.
- (f) Where an employee is unable to return to work, they may elect to sever their employment and accrued monetary benefits shall be paid in accordance with the specific terms of the Collective Agreement.
- (g) The parties confirm their mutual understanding that there is no entitlement to holiday pay for any holiday accruing while in receipt of Workers' Compensation benefits.

(h) Where this Agreement, on entitlement, conflicts with the Collective Agreement on the specific entitlement, this Agreement prevails.

## **ARTICLE 26 - JOB SECURITY**

### **26.01 Restrictions on Contracting Out**

In order to provide job security for members of the Bargaining Unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned or conveyed in whole or in part, to any other plant, person, company or non Unit employee.

## **ARTICLE 27 - UNION LABEL**

### **27.01 Union Label**

In order that the general public shall be aware of a unionized public service, the CUPE Union Label may be displayed as prominently as possible throughout the service, as agreed by the Chief Administrative Officer and the Union.

## **ARTICLE 28 - GENERAL CONDITIONS**

### **28.01 Proper Accommodation**

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

### **28.02 Bulletin Board**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **28.03 Allowance for Tools**

The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tool. In the case of mechanics tools the Employer shall provide/supply required tools exceeding the capabilities of a 3/4" drive.

## 28.04 Protective Clothing

The Employer shall supply the following clothing and/or allowance as appropriate upon date of hire and replaced thereafter as per classification below.

The Employer will provide the following safety items as required:

- Safety gloves
- Safety glasses
- Work gloves
- Hard hats and liners
- Safety vests
- Uniform services dress gloves

The Employer will consult with the union prior to the tendering process to discuss quality standards.

Development Control Coordinator	Choice of 1 CSA Class 2 3 – 1 jacket or 1 CSA Class 2 Wetsuit annually 2 pairs of coveralls or 2 shirts and 2 pairs of pants annually 1 pair lined quality safety boots (8") or rubbers annually
Project Coordinator Building Inspector	4 shirts and 4 pairs of pants annually 1 belt annually Choice of 1 CSA Class 2 wetsuit or 1 CSA Class 2 3 – 1 jacket annually Choice of 1 pair of lined safety boots (8") or rubbers annually 1 winter head dress every 3 years
Mechanic	4 pairs of fire rated coveralls annually 1 pair of winter fire rated coveralls every 2 years Choice of 1 CSA class 2 wetsuit or 1 CSA Class 2 3 – in – 1 jacket annually 1 pair lined quality safety boots (8") or rubbers annually
Systems Maintenance Electrical	1 pair of arc rated coveralls annually 1 pair of arc coveralls or 2 arc rated shirts and 2 arc rated pants (shall be substituted with arc rated jeans if requested) annually Choice of 1 CSA Class 2 wetsuit or 1 CSA Class 2 3 – 1 jacket annually 1 pair lined quality safety boots (8") annually 1 pair long steel toe rubbers as necessary

<p>Systems Maintenance Plumbing Systems Maintenance Worker Plumber Helper</p>	<p>2 pairs of arc rated coveralls annually 2 pairs of coveralls or 2 shirts and 2 pants (shall be substituted with jeans if requested) annually Choice of 1 CSA class 2 wetsuit or 1 CSA Class 2 3 – in – 1 jacket annually 1 pair lined quality safety boots (8") annually 1 pair long steel toe rubbers as necessary</p>
<p>Carpenter</p>	<p>2 pairs of coveralls or 2 shirts and 2 pants (shall be substituted with jeans if requested) annually. Choice of 1 CSA class 2 wetsuit or 1 CSA Class 2 3 – in – 1 jacket annually 1 pair of lined quality safety boots (8") or rubbers annually</p> <p>Carpenters assigned to line painting and asphalt crew will also be issued:</p> <p>2 pairs of fire rated coveralls annually 1 pair of lined quality safety boots (8") annually</p> <p>Yearly assignment of additional items will be limited to a maximum of eight (8) employees across all classifications within the Schedule A. The eight (8) employees will be determined at the end of the calendar year for the following year's issue.</p>
<p>Fire Lieutenant Firefighters</p>	<p>The following is issued on date of hire and then replaced annually for full time employees and as necessary for part time and casual employees:</p> <p>4 shirts, choice of long or short sleeve, replacement of 2 annually after the initial year 4 pairs of pants, replacement of 2 annually after the initial year 1 clip on neck tie 1 pair safety shoes 1 baseball hat 2 summer t-shirts 1 belt 1 winter sweater</p> <p>The following is issued on date of hire and then replaced every 2 years for full time employees and as necessary for part time or casual employees:</p> <p>1 3 – in – 1 jacket 1 pair of steel toe boots 1 pair of coveralls</p> <p>The following is issued on date of hire and then replaced every 3 years for full time employees and as necessary for part time or casual employees:</p> <p>1 winter head dress</p>



	<p>The following is issued on a one time issue and replaced when necessary:</p> <p>1 dress hat with raincover</p> <p>The following is issued on a one time issue and replaced when necessary:</p> <p>1 firefighting bunker suit  1 pair rubbers with safety toe and sole  1 firefighting helmet with detachable winter lining  1 pair firefighting gloves  1 nomex hood  1 safety vest</p> <p>All bunker gear and accessories will remain the property of the Town of Conception Bay South and will be returned upon retirement, resignation or termination.</p>
<p>Grader Operator  Heavy Equipment Operator  Labourer  Labourer Public Works  Horticulturalist</p>	<p>2 pairs of coveralls annually or 2 pairs of pants (shall be substituted with jeans if requested) and 2 shirts for full time employees and every 2 years for part time.</p> <p>Choice of 1 CSA Class 2 wet suit or 1 CSA Class 2 3 – in 1 jacket annually for full time employees and every 2 years for part time employees</p> <p>1 pair lined quality safety boots (8") or rubber boots, or ice bears annually</p> <p>Asphalt Crew will receive the above plus:</p> <p>1 pair of lined quality safety boots (8") annually</p> <p>Line Painting Crew will receive the above plus:</p> <p>2 pairs of coveralls annually  1 pair of lined quality safety boots (8") annually</p> <p>Yearly assignment of additional items will be limited to a maximum of eight (8) employees across all classifications within the Schedule A. The eight (8) employees will be determined at the end of the calendar year for the following year's issue.</p>
<p>Tax Consultant</p>	<p>1 soft shell warm up jacket annually</p>
<p>Municipal Enforcement Officer</p>	<p>The following is issued upon hire and replaced annually:</p> <p>4 shirts  2 uniform pants  1 summer boot  1 winter boot</p>

	<p>The following is issued upon hire and replaced every 2 years or when necessary:</p> <ul style="list-style-type: none"> <li>1 patrol jacket</li> <li>1 rain coat</li> <li>1 storm pants</li> </ul> <p>The following is issued upon hire and replaced every 3 years or when necessary:</p> <ul style="list-style-type: none"> <li>1 winter head dress</li> <li>1 flashlight holder</li> <li>1 belt keeper</li> <li>1 inner duty belt</li> <li>1 outer duty belt</li> </ul>
Tax Revenue Accountant	1 soft shell warm up jacket annually
Humane Services Officer	<p>The following is issued upon hire and replaced annually:</p> <ul style="list-style-type: none"> <li>4 shirts</li> <li>4 pants</li> <li>1 summer boot</li> <li>Choice of winter boot or steel toe rubber boot</li> <li>2 winter sweaters</li> <li>1 Patrol Jacket</li> <li>Choice of 1 CSA class 2 wetsuit or 1 CSA Class 2 3 – in – 1 jacket annually</li> </ul> <p>The following is issued upon hire and replaced every 3 years or when necessary:</p> <ul style="list-style-type: none"> <li>1 winter head dress</li> <li>1 rain coat</li> <li>1 storm pants</li> </ul>
Engineering/Works Clerk Typist	1 soft shell warm up jacket annually
Planning and Development Clerk	1 soft shell warm up jacket annually
Enforcement/Legal Clerk	1 soft shell warm up jacket annually
Accounts Payable/Payroll Clerk	1 soft shell warm up jacket annually
Recreation Clerk Typist	1 soft shell warm up jacket annually
Dispatcher Public Works Accounting	<ul style="list-style-type: none"> <li>4 shirts annually</li> <li>4 pants annually (shall be substituted with jeans if requested)</li> <li>Choice of 1 CSA Class 2 wet suit or 1 CSA Class 2 3 – in 1 jacket annually for full time employees and every 2 years for part time employees</li> <li>Choice of 1 pair of lined quality safety shoes or 1 pair of safety boots (8") or 1 pair of steel toe rubber boots</li> </ul>

	annually
Maintenance Custodian II (Pool)	<p>2 shirts annually for full time employees and every 2 years for part time employees</p> <p>2 pants annually for full time employees and every 2 years for part time employees</p> <p>Choice of 1 CSA class 2 wet suit or 1 CSA class 2 3 – in -1 jacket annually for full time employees and every 2 years for part time employees</p> <p>1 pair of safety boots (8") every 2 years</p> <p>1 pair of safety deck shoes annually for full time employees and every 2 years for part time employees</p>
Accounting Assistant	1 soft shell warm up jacket annually
Maintenance II (Stadium) Maintenance I (Stadium)	<p>2 pairs of coveralls or 2 shirts and 2 pairs of pants annually for full time employees and every 2 years for part time employees</p> <p>1 pair of winter coveralls annually for full time employees and every 2 years for part time employees</p> <p>Choice of 1 CSA Class 2 wetsuit or 1 CSA Class 2 3 – in -1 jacket annually for full time employees and every 2 years for part time employees</p> <p>Choice of 1 pair of lined safety boots (8") or 1 pair of safety shoes annually for full time employees and every 2 years for part time employees</p>
Maintenance Custodian (Recreation)	<p>2 shirts annually</p> <p>2 pants annually</p> <p>Choice of 1 CSA class 2 wet suit or 1 CSA class 2 3 – in -1 jacket annually</p> <p>1 pair of safety shoes annually</p> <p>1 pair of safety deck shoes annually</p>
Maintenance Custodian (Eng/PW)	<p>2 shirts annually</p> <p>2 pants annually</p> <p>Choice of 1 CSA Class 2 wetsuit or 1 CSA Class 2 3 – in -1 jacket annually for full time employees and every 2 years for part time employees</p> <p>Choice of 1 pair of lined quality safety shoes or 1 pair of safety boots (8") or 1 pair of steel toe rubber boots annually for full time and every 2 years for part time.</p>
Lifeguard/Instructors	<p>Full time employees:</p> <p>2 shirts annually</p> <p>2 shorts annually</p> <p>Deck shoes annually</p> <p>Swim suit (semi-annual allowance) \$110</p> <p>Part time employees:</p> <p>1 shirt annually</p> <p>1 short annually</p>

	Deck shoes every two years Swim suit (annual allowance) \$110
Receptionist	Full time employees:  2 t-shirts annually  Part time employees:  1 t-shirt annually
Canteen Worker	2 professional warm up jackets annually 1 pair of safety boots (8") (insulated or non) annually for full time employees and every 2 years for part time employees 1 CSA Class 2 3-in-1 jacket annually 1 pair of safety shoes annually for full time employees and every 2 years for part time employees  Heat resistant aprons will be kept in stock at stadium facilities
Records Management Clerk	1 soft shell warm up jacket annually
Waste Collection Equipment Operators	2 pairs of coveralls or 2 pairs of pants (shall be substituted with jeans if requested) and 2 shirts annually 1 pair of winter coveralls annually Choice of 1 CSA class 2 wetsuit or 1 CSA Class 2 3 – in – 1 jacket annually or as necessary 1 pair lined quality safety boots (8") annually 1 pair of rubber boots annually 1 pair of ice bears as needed
Fire Department Clerk Typist	1 soft shell warm up jacket annually
GIS Technician	1 CSA Class 2 3 – 1 jacket annually 1 pair lined quality safety boots (8") annually
Recreation Event Staff	1 fleece and 1 shirt annually, may include event specific items if applicable.

Existing employees who transfer from one job classification to another will be issued protective clothing contained within the new classification that was not already issued in the previous position in the same calendar year. An exception to this is for employees who may be recalled into a position for short term periods (ex. 1 month). These employees will be provided the protective clothing required as deemed by the Director or Occupational Health and Safety Manager based on the length of recall and/or duties to be performed.

## **ARTICLE 29 - CONTINUATION OF ACQUIRED RIGHTS**

### **29.01 Continuation of Acquired Rights**

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

## **ARTICLE 30 - COPIES OF THE AGREEMENT**

### **30.01 Copies of Agreement**

The Union and Employer desire every employee to be familiar with the provision of the Agreement and the rights and obligations under it. The Employer shall print, on a 50/50 cost shared basis adequate copies of the agreement in booklet form within sixty (60) days of signing.

## **ARTICLE 31 - GENERAL**

### **31.01 Plural or Feminine Terms May Apply**

Whenever the singular masculine or feminine is used in this Agreement, it shall be considered as if the plural masculine or feminine has been used where the context of the party of parties hereto so require.

### **31.02 Severance Pay**

#### **(a) Service Requirements**

- i) An employee who has ten (10) or more years continuous service in the employ of the Employer shall be paid on retirement, resignation or termination, not including termination for just cause, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by their weekly salary to a maximum of (10) weeks of pay.
- ii) For the purpose of this Article, periods of layoff and/or authorized leave without pay shall not be regarded as breaks in continuous service, but the period of leave or layoff without pay shall not be counted as service when determining the total amount of service of an employee.

iii) For the purpose of this Clause, Employees on the payroll who have, as of December 31, 1991, qualified as permanent employees by virtue of having completed at least twelve (12) consecutive months service, but who have less than ten (10) years continuous service as of that date, shall have their service to that date calculated and credited to them on the basis of the seniority accrued to them to that date. Service from that date forward shall be calculated on the basis of the provision of Article 31.02(a) ii above.

(b) **Severance Pay Paid to Estate**

Any Severance Pay entitlement of a deceased employee shall be paid to such employee's estate.

## **ARTICLE 32 - TERMS OF AGREEMENT**

### **32.01 Duration**

This Agreement shall be binding and remain in effect from January 1, 2023 to December 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing by November 30 of the last year of the Agreement that it desires its termination or amendment.

### **32.02 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement, in writing, at any time during the existence of this Agreement. These changes are subject to the grievance and arbitration procedure, and shall be in writing and bear two signatures of both parties.

### **32.03 Notice of Changes**

Either party desiring to propose changes to this Agreement shall, between the periods of thirty (30) to ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

#### **32.04 Agreement to Continue in Force**

Where such notice requests revisions only, the following conditions shall apply:

- a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- b) Both parties shall adhere to the terms of this Agreement during the Collective Bargaining. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

#### **32.05 Retroactive Pay for Terminated Employees**

An employee who has severed their employment between the termination date of this Agreement, and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites.

#### **32.06 Training Benefits**

In the event that the Employer should introduce new methods or machines, which require new or greater skills than those possessed by employees who are employed in the operation being changed, and where such employees would otherwise be laid off, then training shall be provided for employees affected. A reasonable period of time shall be allowed for employees taking such training. Where required, leave for such training shall be with pay less any other allowances provided for such training by Government or other programs.

#### **32.07 Retroactivity**

1. Wages
2. Overtime
3. Shift Differential
4. Standby
5. Call Back

### **32.08 Tax Collections and Payroll**

Tax collections outstanding longer than 24 months may be placed with an outside agency for further collections. Management and Councillor payroll will be completed by an individual in **Schedule B**.

### **32.09 Reduction in Hours of Work**

The Employer will not accept proposals from the union during future negotiations which request a reduction in hours of work.

### **32.10 Waste Collection Equipment Operators**

- (i) Waste Collection Equipment Operators will remain on the job for scheduled breaks.
- (ii) The Employer will determine where the paid lunch break for the Waste Collection Equipment Operators will be taken.

### **32.11 Shift Exchange – Firefighters and Fire Lieutenants**

It is understood that as part of the collective bargaining process for the 2023-2026 collective agreement, the Town and Union agree to participate in a pilot project at the Fire Department which would allow for those in the Firefighter and Fire Lieutenant classifications to exchange shifts.

Both parties agree that this is a pilot project and will be reviewed annually for success, and possible changes to the parameters may be altered throughout the life of this agreement. The review will form part of the Labour Management Committee meeting agenda. Notification of such changes will be communicated no less than four (4) weeks prior to implementation.

Shift exchange parameters:

- Shift exchange will only be utilized when annual leave is not available for approval.
- Shift exchange will not create any expense for the employer.
- Shift exchange must be approved a minimum of forty-eight (48) hours in advance by the Fire Chief or designate. Only one (1) shift exchange will be permitted per shift.
- Consideration will be given for a maximum of seventy-two (72) hours per employee per year for shift exchange.



**SCHEDULE A**

	Jan. 1 2023	Jan. 1 2024	Jan. 1 2025	Jan. 1 2026
Fire Lieutenant	39.42	40.21	41.22	42.45
Firefighters	38.18	38.94	39.92	41.11
Development Control Coordinator	35.81	36.53	37.44	38.58
Project Coordinator	35.81	36.53	37.44	38.58
Building Inspector	35.81	36.53	37.44	38.58
Mechanic	34.74	35.44	36.32	37.43
Systems Maintenance Electrical	34.74	35.44	36.32	37.43
Systems Maintenance Plumbing	34.74	35.44	36.32	37.43
Carpenter	34.74	35.44	36.32	37.43
Dispatcher	31.90	32.53	33.35	34.38
GIS Technician	31.64	32.27	33.08	34.11
Municipal Enforcement Officer	31.37	31.99	32.79	33.81
Systems Maintenance Worker	30.93	31.54	32.33	33.34
Grader Operator	30.58	31.19	31.97	32.97
Maintenance Custodian II	30.55	31.16	31.94	32.94
Maintenance II	30.55	31.16	31.94	32.94
Tax Revenue Accountant	30.53	31.14	31.92	32.92
Humane Services Officer	30.53	31.14	31.92	32.92
Public Works Accounting	30.53	31.14	31.92	32.92
Tax Consultant	30.36	30.96	31.74	32.73
Accounts Payable/Payroll Clerk	30.31	30.92	31.69	32.69
Heavy Equipment Operator	30.29	30.90	31.67	32.66
Waste Collection Equipment Operators	29.58	30.17	30.93	31.90
Plumber Helper	28.51	29.08	29.81	30.75
Accounting Assistant	28.11	28.67	29.39	30.33
Engineering/Works Clerk Typist	28.04	28.60	29.32	30.25
Planning and Development Clerk	28.04	28.60	29.32	30.25
Enforcement/Legal Clerk	28.04	28.60	29.32	30.25
Recreation Clerk Typist	28.04	28.60	29.32	30.25
Records Management Clerk	28.04	28.60	29.32	30.25
Fire Department Clerk Typist	28.04	28.60	29.32	30.25
Economic Development Clerk	28.04	28.60	29.32	30.25
Horticulturalist	27.58	28.13	28.84	29.76
Maintenance Custodian	26.65	27.19	27.87	28.76
Labourer	26.63	27.16	27.84	28.74
Labourer Public Works	26.63	27.16	27.84	28.74
Lifeguard/Instructors	25.41	25.92	26.56	27.43
Receptionist	25.15	25.66	26.30	27.16
Maintenance I	24.05	24.53	25.15	25.97
Canteen Worker	24.05	24.53	25.15	25.97
Recreation Event Staff	17.34	17.69	18.13	18.78

**RATES OF PAY**

January 1, 2023	2.0%
January 1, 2024	2.0%
January 1, 2025	2.5%
January 1, 2026	2.5% + \$0.20 per classification

## SCHEDULE B

### Exclusions from the Bargaining Unit

1. Chief Administrative Officer/Town Manager
2. Town Clerk
3. Deputy Clerk
4. Administrative Assistant
5. Executive Secretary
6. Network Manager
7. Director of Engineering and Public Works
8. Assistant Town Engineer
9. Superintendent of Public Works
10. Public Works Supervisors
11. Director of Finance and Administration
12. Office Manager/Senior Accountant
13. Facilities Manager
14. Aquatic Manager
15. Aquatic Supervisors
16. Manager of Stadium Operations and Events
17. Fire Chief
18. Program Supervisor, Recreation & Leisure Services
19. Director of Recreation & Leisure Services
20. Fitness Instructors
21. Director of Economic Development
22. Director of Planning and Development
23. Economic Development Coordinator
24. Fire Captain
25. Occupational Health and Safety Manager
26. Volunteer Fire Fighters
27. Enforcement Manager
28. Human Resources Manager
29. Communications Manager
30. Senior Capital Asset Accountant
31. Engineering Manager
32. Facility Operations and Maintenance Manager
33. Planning and Development Manager
34. IT Coordinator

SIGNED on behalf of  
The Canadian Union  
of Public Employees,  
Local 3034:

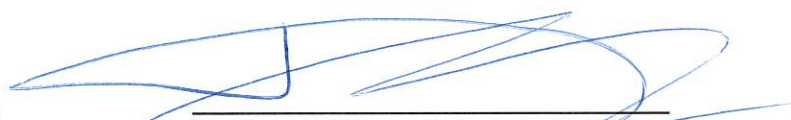
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Chief Shop Steward

  
\_\_\_\_\_  
Secretary - Treasurer

SIGNED on behalf of  
The Town of Conception  
Bay South:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
Town Clerk

  
\_\_\_\_\_  
Director of Finance

GRACE BEFORE MEAL

We are thankful for these and all  
the good things of life;  
We recognize that they  
are part of our common heritage and come to us  
through the efforts of our brothers  
and sisters the world over;  
What we desire for ourselves, we wish for all:  
To this end,  
may we take our place in the world's work  
and the world's struggles.

..... J.S. Woodsworth

## INVOCATION

Guide us in our deliberations that we may advance the interests of our working brothers and sisters in Canada and throughout the world. By our actions we will try to do honour to those who fought and died to build our movement.

MEMORANDUM OF UNDERSTANDING  
Town of Conception Bay South  
And  
CUPE Local 3034

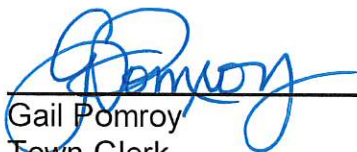
Re: Heavy Equipment Operators and Recycling Truck

It is understood that as part of the collective bargaining process for the 2023-2026 collective agreement, that the Town and the Union agree to include the Town's recycling services within the job description of Heavy Equipment Operator. By doing so, Heavy Equipment Operators will be expected to rotate performing recycling collection duties as assigned. Members who are currently classified as Waste Collection Operators who perform recycling will continue to work waste collection specific hours and all other working conditions specific to Waste Collection Equipment Operators. Waste Collection Equipment Operators assigned to garbage collection, are not included, and shall remain in the separate classification.

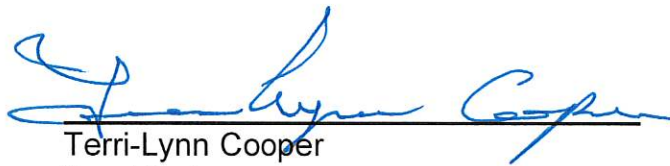
The Town and the Union also recognize that Heavy Equipment Operators hired during or before 2012 were hired with the understanding that they will not be assigned to recycling collection duties. As such, they will continue to not be assigned or obligated to perform recycling collection duties.

Member #s:

06-110	06-178	13-329
06-127	07-202	
06-155	12-301	
06-171	12-305	
06-175	12-308	



Gail Pomroy  
Town Clerk  
Town of Conception Bay South



Terri-Lynn Cooper  
President  
CUPE Local 3034

May 25, 2023.  
Date

May 25/2023.  
Date

MEMORANDUM OF UNDERSTANDING  
Town of Conception Bay South  
And  
CUPE Local 3034

RE: Twenty-Four Hour Shift at the Fire Department

It is understood that as part of the collective bargaining process for the 2023 – 2026 collective agreement, the Town and the Union agree to participate in a pilot project at the Fire Department which would allow for those in the Firefighter and Fire Lieutenant classifications to work twenty-four hour shifts.

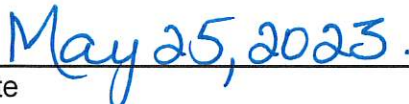
Both parties agree that this pilot project will be reviewed annually for success, and possible changes to the parameters may be altered throughout the life of the agreement. The review will be provided by a joint committee of equal representation (two senior management, one union executive member and one union member of the Fire Department). The final decision will rest with the Town's Chief Administrative Officer. Notification of such changes will be communicated no later than November 30 of the calendar year and shall be implemented for January 1 of the subsequent year.

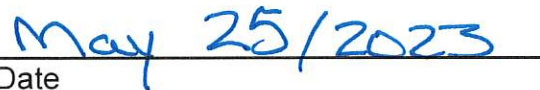
Twenty-Four Hour Shift Parameters:

- Firefighters and Fire Lieutenants shall work twenty-four (24) consecutive hours with seventy-two (72) consecutive hours of rest on a rotational basis, unless otherwise agreed.
- This Memorandum of Understanding is subject to all other articles and memorandums in this collective agreement.

  
\_\_\_\_\_  
Gail Pomroy  
Town Clerk  
Town of Conception Bay South

  
\_\_\_\_\_  
Terri-Lynn Cooper  
President  
CUPE Local 3034

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

Letter of Intent  
2023 – 2026 Collective Agreement  
Town of Conception Bay South and CUPE Local 3034

The hours of work for the position of Labourers changed in the 2023 – 2026 Collective Agreement to include Saturday and Sunday. The employer will make best efforts to schedule employees on a rotational basis.



---

On behalf of the employer

## MEMORANDUM OF UNDERSTANDING

July 2, 2015

Ms. Terri-Lynn Cooper, President  
CUPE Local 3034  
Town of Conception Bay South  
106 Conception Bay Highway  
Conception Bay South, NL A1W 3A5

Dear Ms. Cooper:

In response to your correspondence dated June 3, 2015 pertaining to articles 13.04 (6a) and 14.01, the Town of Conception Bay South is in agreement with the interpretation as described. Further, if a casual employee is called for a shorter period than dictated in 14.01, he/she will receive one refusal mark for the offered period. For example, if a casual employee is requested to work for 2 weeks and refuses, he/she will receive one refusal mark. Again, as described in your correspondence, if no employee accepts the 2 week period and therefore it is broken down further, the employee will not receive an additional refusal mark as he/she has already received a refusal mark for the same time period.

Further to this and subsequent conversations, the Employer and CUPE Local 3034 agree that all casual employees, in all departments, can be called to work for periods longer than one day in duration. For example, a Recreation Clerk Typist may be called to work a three week period to cover the annual leave of the incumbent. If a casual accepts a call in for a week or more they will be considered "full time/part time temporary" for the period of hours worked.

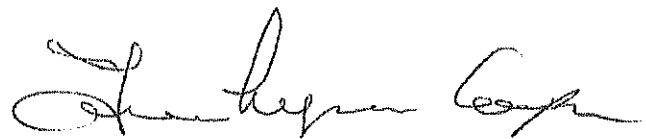
Finally, casual employees in clerk positions may be called to work in other departments where there are applicable clerk positions. For example, a casual Recreation Clerk Typist may be called to fill the position of Fire Department Clerk. This will be subject to operational requirements and at the discretion of the Director of the applicable department.

Sincerely yours,

**TOWN OF CONCEPTION BAY SOUTH**



Gail Pomroy  
Acting Chief Administrative Officer



Terri-Lynn Cooper  
President, CUPE Local 3034