THIS AGREEMENT made this 28th day of October 2015

BETWEEN

THE TOWN OF BISHOP'S FALLS
(Hereinafter called "The Employer")
Party of the First Part

Bishop's Falls
THE EXPLOITS ADVENTURE STARTS HERE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1349
(Hereinafter called "The Union")
Party of the Second Part

CUPE·SCFP
On the front line • Au coeur de l'action

ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this agreement:

1. to maintain and improve the harmonious relations and settle conditions of employment between the employer and the union;

2. to recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.

3. to encourage efficiency in operation.

4. to promote the morale, well-being and security of all the employees in the bargaining unit of the union.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

Now, therefore, the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The union recognizes that it is the function of the employer to exercise the regular and customary function of management and to direct the working forces of the employer, subject to the terms of this agreement. The question of whether one of these rights is limited by this agreement may be decided through the grievance procedure.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The employer recognizes the Canadian Union of Public Employees and its Local 1349 as the sole and exclusive collective bargaining agent for all of its employees save and except the Town Manager/Clerk, Assistant Town Manager, Public Works Supervisor, and Office Administrator. The employer hereby consents and agrees to negotiate with the union, or any of its authorized committees concerning all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are

included in the bargaining unit, except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees.

3.03 No Other Agreements

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

ARTICLE 4 - NO DISCRIMINATION

4.01 Not Discriminatory

The employer shall not direct the working forces in a discriminatory manner. Nor shall it direct the working forces in a manner that would deprive present employees of their employment, unless through just cause. Further, the employer agrees that there shall be no discrimination with respect to any employee in the matter of, but not limited to, wage rates, promotion, sexual orientation, mental and physical disability.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

All employees of the employer, in accordance to Article 3:01, as a condition of continuing employment, shall become and remain members of the union, according to the constitution and by-laws of the union. All future employees of the employer shall, as a condition of continued employment, become and remain members in the union on the day they are hired.

5.02 Regional Services Board

The Town of Bishop's Falls agrees that the Exploits Regional Services Board shall not perform any duties or provide any service presently being performed by members of the bargaining unit.

5.03 Hiring of Non-Union Employees on Government Make Work Projects - Guarantee of Work

Council appreciates the cooperation of CUPE in the past with respect to the hiring of non-union employees on government make work projects. Council is prepared to give every reasonable assurance that hiring on government funded projects where possible, will be done at a time when regular employees are employed and will not engage workers on these projects in work normally done by regular employees while regular employees are on lay off. Council agrees to notify the union when personnel are to be engaged under government

funded projects. This advise will cover the number of people engaged and the nature and location of these projects to be undertaken. Notwithstanding the foregoing it is agreed that management has the right to employ workers under government grants to perform work which is not normally performed by regular employees. It is understood that grant workers can be assigned to various clean up projects throughout the municipality in cases where all regular employees are included on the payroll for the period of employment of the grant workers. All members of Local 1349 - Bishop's Falls shall be given the opportunity to review grants and shall give the approval for the grants in a timely manner.

5.04 Guarantee of Work

The Town agrees that the seven (7) regular positions and the one (1) regular seasonal position will not have their regular hours of work reduced during the term of this agreement. The number of bargaining unit employees will not be reduced below seven (7) regular and one (1) regular seasonal position as follows:

a. Four (4) regular positions in Public Works.
b. Two (2) regular positions in Office Administration.
c. One (1) regular position in Recreation.
d. One (1) regular seasonal position in Recreation.

This provision does not apply to employees hired after July 14, 2011 for one of the positions listed above.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off

The Town shall not be responsible for collecting any past or future arrears in Union dues, or any entrance or initiation fees, or fines or other assessments, but shall be obliged only to deduct once monthly, the regular monthly dues as long as the wages due to the employee are sufficient to cover this deduction.

6.02 Deductions

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made.

ARTICLE 7 THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 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 article dealing with Union Security and Dues Check-off.

7.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his union steward or representative who will provide him with a copy of the collective agreement. The shop steward shall be given the opportunity to interview new members and advise them of their rights and obligations under the collective agreement for a minimum of thirty (30) minutes within ten (10) days of his/her date of hire.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall be conducted between the Manager/Clerk and the Shop Steward. Copies shall be provided to the CUPE National Representative. Failure of the Manager/Clerk to notify the CUPE National Representative shall not invalidate a notice served under the Agreement.

ARTICLE 9 - LABOR MANAGEMENT RELATIONS

9.01 Representation

No individual employee or group of employees shall undertake to represent the union at meetings with the employer without proper authorization of the union. In order that this may be carried out, the union will supply the employer with the names of its officers. Similarly, the employer will, if requested, supply the union with a list of its supervisory or other personnel with whom the union may be required to transact business.

9.02 Representatives of Canadian Union

The union shall have the right at any time to have the assistance of representative of the Canadian Union of Public Employees when investigating grievances or negotiating with the employer. With prior notification and approval of 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. Such requests will not be unreasonably denied.

9.03 LABOR MANAGEMENT COMMITTEE

Establishment of Committee

A Labour Management Committee shall be established consisting of two representatives of the union, which shall include the Shop Steward, and two representatives of the employer, which shall include a representative appointed by the Public Works Standing Committee. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

9.04 Function of Committee

The Committee shall concern itself with the following general matters:

1. Considering constructive criticisms of activities so that better relations shall exist between the employer and the employees.

2. Improving services to the public.

3. Promoting safety and sanitary practices.

4. viewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).

5. Correcting conditions causing grievances and misunderstandings.

9.05 Meetings of Committee

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

9.06 Chairperson of the Meeting

An employer and a union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

9.07 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairperson as promptly as possible after the close of the meeting. The union, the CUPE representative and the employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.

9.08 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 discussions and conclusions.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE BOARD

10.01 Copies of Resolutions

Decisions of Council which affect any of the terms of this agreement will be made known to the union by letter from the Manager/Clerk within 30 days of implementation.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the right of the union to appoint or elect stewards, whose duties shall be to assist any employee which the steward represents, in preparing and in presenting his grievance in accordance with the grievance procedure.

11.02 Names of Stewards

The union shall notify the employer in writing of the name of each steward and the department(s) he/she represents and the chief steward, before the employer shall be required to recognize him.

11.03 Grievance Committee

The stewards so selected shall constitute the Grievance Committee so long as they remain members of the bargaining unit or until their successors are chosen.

11.04 Permission to Leave Work

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 understands and agrees that each steward is employed to perform full time work for the employer and that he/she will not

leave his/her work during working hours, except to perform his/her duties under this agreement. Therefore, no steward shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall not be unreasonably withheld.

11.05 Definition of Grievances

A grievance under this agreement shall be defined as a dispute arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

11.06 Settling of Grievances

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

Step 1

The aggrieved employee(s) will submit the grievance to his/her steward. If the steward considers the grievance to be justified, he/she will first seek to settle the dispute with the employee's supervisor, who shall render his/her decision within four (4) working days after receipt of such notice.

Step 2

Failing settlement being reached in Step 1, the Shop Steward will within five (5) working days submit the grievance to the Manager/Clerk who shall render his/her decision within four (4) working days after receipt of such notice.

Step 3

Failing settlement being reached in Step 2, the Shop Steward will within five (5) working days submit the written grievance to Council which shall render their decision within ten (10) working days after receipt of such notice.

Step 4

Failing a satisfactory settlement being reached in Step 3, the union may refer the dispute to arbitration. A referral to arbitration must be made within fifteen (15) days of the reply at step 3.

11.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the union has a grievance, Steps 1and 2 of this article may be by-passed.

11.08 Union May Institute Grievances

The union and its representatives shall have the right to originate a grievance for an employee, or group of employees, other than through an employee(s) or steward and to seek adjustment with the employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

11.09 Grievances on Safety

An employee or group of employees who believe they are being required to work under conditions which are unsafe and unhealthy shall, after first attempting to resolve the matter outside the grievance process with his/her immediate supervisor and/or the Town Clerk/Manger and provided such a process failed to bring about a satisfactory resolution, have the right to file a grievance in the third step of the grievance procedure for preferred handling in such procedure and arbitrations.

11.10 Replies in Writing

Replies to grievances shall be in writing at all stages.

11.11 Facilities for Grievances

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

11.12 Supplementary Agreements

Supplementary agreements, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.

11.13 Failure to Act Within Time Limits

Failure of the griever or the union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the union in any future identical grievance.

11.14 Technical Objections to Grievances

No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a step in the grievance procedure.

11.15 Expedited Arbitration

Subject to agreement of both parties, a form of expedited arbitration 1 or 2 may be used

following Step 4 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 Council in Step 4 of the Grievance Procedure.

2. The single arbitrator must be agreed to by both parties within seven (7) calendar days of the Council'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 Council in Step 4 of the grievance procedure.

2. The single arbitrator must be agreed to by both parties within seven (7) calendar days of the Council's written response and the appointed arbitrator must be willing to render a decision within ten (10) calendar days following presentation of written briefs and oral arguments of each party. A written decision is required.

3. The single arbitrator may, for the purpose of their 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 12 of the collective agreement where they 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 Labour Relations Act.

Cost will be shared on a 50/50 basis.

ARTICLE 12 - ARBITRATION

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made within fifteen (15) days of the reply at Step 4 of the grievance procedure, by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter the other party shall answer the registered mail indicating the name and addresses of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial chairperson.

The parties may agree to a single arbitrator.

12.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within seven (7) days of appointment, the appointment shall be made by the Minister of Labor, upon request of either party.

12.03 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within sixty (60) days from the time the Chairperson is appointed.

12.04 Decisions of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

12.06 Expenses of the Board

Each party shall pay:

1. the fees and expenses of the Arbitrator it appoints,
2. one half of the fees and expenses of the Chairperson.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure are mandatory and may only be extended by mutual consent of the parties to this agreement.

12.08 Witnesses

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

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Where an employee must be disciplined because his/her conduct, behaviour and/or performance is unsatisfactory, the following procedure shall apply:

Step 1: Written Warning

Where the employer deems it necessary to discipline an employee because his/her conduct, behaviour, and/or performance is not satisfactory, the employer shall first issue a written warning. The written warning shall describe the inappropriate conduct, behaviour, and/or performance and what the employee must do to resolve the problem(s). The written warning must be issued within five business days of the employer becoming aware of the inappropriate conduct, behaviour, and/or performance. A written warning issued to an employee shall not be used against him/her after six (6) months have elapsed provided there has been no recurrence of a similar and/or other infraction.

Step 2: Short-term Suspension

Where the employer deems it necessary to discipline an employee because his/her conduct, behaviour, and/or performance remains unsatisfactory after a written warning, which can relate to the same or another incident, the employer shall issue a short-term suspension of two days without pay. The short-term suspension, which shall be in writing, shall describe the inappropriate conduct, behaviour, and/or performance and what the employee must do to resolve the problem(s). The short-term suspension must be issued within five business days

of the employer becoming aware of the inappropriate conduct, behaviour, and/or performance. A short-term suspension issued to an employee shall not be used against him/her after eighteen (18) months have elapsed provided there has been no recurrence of a similar and/or other infraction.

Step 3: Long-term Suspension

Where the employer deems it necessary to discipline an employee because his/her conduct, behaviour, and/or performance remains unsatisfactory after a short-term suspension, which can relate to the same or another incident, the employer shall issue a long-term suspension of five days without pay. The long-term suspension, which shall be in writing, shall describe the inappropriate conduct, behaviour, and/or performance and what the employee must do to resolve the problem(s). The long-term suspension must be issued within five business days of the employer becoming aware of the inappropriate conduct, behaviour, and/or performance. A long-term suspension issued to an employee shall not be used against him/her after eighteen (18) months have elapsed provided there has been no recurrence of a similar and/or other infraction.

Step 4: Termination

Where the employer deems it necessary to discipline an employee because his/her conduct, behaviour, and/or performance remains unsatisfactory after a long-term suspension(s), which can relate to the same or another incident, the employer may terminate the employee's employment in writing. Termination must be issued within five business days of the employer becoming aware of the inappropriate conduct, behaviour, and/or performance.

Nothing in this article shall abrogate or derogate from the employer's right to immediately terminate employment for just cause or to immediately suspend an employee where the circumstances warrant.

In the event an employee decides to grieve a disciplinary action under this article, he/she must do so within five business days of receiving the written notice from the employer

13.02 May Omit Grievance Steps

An employee considered by the union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

13.03 Unjust Suspension or Discharge

Should it be found upon investigation that an employee had been unjustly suspended or discharged, each employee shall be immediately reinstated in his/her former position, without loss of seniority and shall be compensated for all time lost in an amount equal to

his/her normal earnings 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 a Board of Arbitration, if the matter is referred to such a Board.

13.04 Crossing of Picket Lines During Strike

An employee covered by the Agreement shall have the right to refuse to cross a picket line arising out of labour disputes at the premises of another Employer. 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.

13.05 Personnel Records

An employee shall have the right, at any reasonable time during regular business hours and under the supervision of the Town Manager/Clerk or the Office Administrator, to have access to and review his/her personnel record and copy any document contained therein.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of service with the employer and shall be used in determining preference or priority for promotions, transfer, demotions, layoffs and recalls. Seniority shall operate on a bargaining-unit-wide basis.

14.02 Seniority List

The employer shall maintain a seniority list showing the date upon which each employee's service commenced and the total number of hours worked. An up-to- date seniority list shall be sent to the union and posted on all bulletin boards in January and July of each year and within thirty (30) days of the signing of this agreement.

14.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of 480 hours. After the completion of 240 hours of work, the employer will conduct an interim evaluation. During the probationary period, employees shall be entitled to all rights and privileges of this agreement, except with respect to termination. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance/Arbitration Procedure, unless the union claims discrimination, as noted in article 2, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off, or leave of absence approved by Council.

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

1. He/she is discharged for just cause and is not reinstated.

2. He/she resigns in writing and does not withdraw the resignation within three (3) working days.

3. He/she is absent from work in excess of three (3) working days without notifying the employer, unless such notice was not reasonably possible and provided that acceptable justification is provided on his/her return to work.

4. He/she fails to return to work within five (5) working days after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the employer informed of his current address.

5. He/she is off the payroll for a period longer than twenty-four (24) consecutive months.

6. If a casual employee, who has completed his/her probationary period, is unavailable for three (3) shifts in a six (6) month period he/she will be removed from the seniority list and lose his/her employment unless the casual employee is unavailable because of sickness or another reason deemed justifiable by his/her immediate supervisor. Notwithstanding the latter, where a casual Operator/Labourer notifies the Supervisor, in writing, that he/she will not be available during any period between May 1 and Nov 30 in a calendar year because the casual Operator/Labourer will be employed elsewhere, he/she shall not be called for work during the period of unavailability.

14.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority. An employee on temporary transfer outside the bargaining unit will continue to pay union dues and will retain all rights and benefits of the collective agreement, for a period of ninety (90) days subject to renewal by the parties.

14.06 Definition of Regular, Temporary and Casual

For the purpose of this Agreement there shall be three types of employees as defined below.

(a) "Regular Employee" means a person who is employed on a permanent basis.

(b) "Temporary Employee" means a person who is not employed on a permanent basis but has been assigned to a job or position for a specific period of time that is greater than two consecutive months.

(c) "Casual Employee" means a person who is neither a regular or temporary employee and is engaged by the employer on an as needed basis.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

The Town undertakes to advise the union by letter, of their intention to fill a vacancy or create a new position outside the bargaining unit.

When a vacancy occurs or a new position is created in 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 week in order that all members will know about the position and be able to make a written application therefore.

15.02 Information in Postings

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

15.03 No Outside Advertising

No outside advertising for additional employees shall be made until present employees have had a full opportunity to qualify subject to article 15.07.

15.04 Recognition of Seniority

Both parties recognize:

1. the principle of promotion within the service of the employer,

2. that job opportunity should increase in proportion to length of service.

15.05 Method of Making Appointment

Therefore, in making staff changes, transfer, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

15.06 Trial Period/ Probationary Period

The successful applicant shall be placed on trial for a period of three months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority and wage or salary, any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position without loss of seniority and wage or salary. A trial period of 21 days worked for casual employees will apply under this article.

15.07 Promotions Requiring Higher Qualifications

In cases of promotion requiring higher qualifications or certification, the Employer shall give consideration to the senior employee who does not possess the required qualifications, but is preparing for qualifications prior to filling of a vacancy. Such employee will be given an opportunity to qualify within a two (2) month trial period and to revert to his former position if the required qualifications are not met within such time.

15.08 Disabled Employees' Preference

An employee who has become incapacitated by injury or illness, or who, through advancing years or temporary disablement is unable to perform his regular duties, will be employed in other work which he can do. Such employee may not displace an employee with more seniority.

15.09 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant within the bargaining unit and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

15.10 On the Job Training

Employees of the bargaining unit shall be given the opportunity to receive any on- the-job training the Council may inaugurate. Such opportunity shall be allocated according to the seniority provisions of this agreement.

15.11 Preference of Promotions

Employees taking on-the-job training will be given preference for promotions, subject to Article 14.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Layoff and Recall Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

(a) Temporary employees shall be laid off before any regular employees are laid off.

(b) Temporary employees will be laid off in reverse order of their seniority.

(c) A regular employee who is on notice of layoff may accept the layoff or displace a union regular employee if he/she is qualified to do the work required.

(d) Subject to (c) above a displaced employee shall displace any other junior employee until the bumping procedure is completed.

16.02 No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment, subject to Article 14.

16.03 Notice of Layoff

The employer shall notify employees who have worked continuously for at least twelve (12) months prior to lay-off, and who are to be laid off, fifteen (15) working days before the lay-off is effective. If the employee laid off has not had the opportunity to work fifteen (15) full days after notice of lay-off, he/she shall be paid in lieu of work for that part of the fifteen (15) days during which work was not made available. Employees who have worked less than twelve (12) continuous months prior to lay-off shall receive notice provided for under the Labor Standards Act.

16.04 Grievance of Layoffs

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 17 - HOURS OF WORK

17.01 Hours

(a)

(i) The normal work week shall consist of five (5) eight (8) hour days from Monday to Friday inclusive, for a total of forty (40) hours per week. The normal work day shall not commence before 8 a.m. nor finish later than 4:30 p.m. No eight (8) hour shift shall be spread over a period longer than eight and one-half (8 ½) hours, with one-half hour off for lunch. Except as hereinafter provided, the hours of work shall be from 8 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. The normal working schedule for clerical employees shall be seven (7) hours per day for a total of thirty-five (35) hours per week.

(ii) Additional human resource requirements, in the Public Works Department, will be provided from the casual employees list and paid subject to Article 18 and Schedule A.

(b)

(i) Overtime shall not apply when the regular hours of work of an employee working in the stadium falls on a Saturday or Sunday.

(ii) Regular hours of work for the seasonal Stadium attendant guaranteed under article 5.04 shall be eight (8) hours per day and five (5) days per week. Where an employee works more than his/her regular daily or weekly hours of work, the provisions of Article 18 shall apply.

(iii) Additional human resource requirements at the stadium will be provided from the casual list and paid subject to Article 18 and Schedule (A).

(c) To facilitate the provision of municipal services the employer may institute an eight hour shift beginning between 5:00 am and 8:00 am, Monday through Friday, for a period of time determined by the employer (referred to as the early shift). Employees shall be notified at least 48 hours in advance of the commencement of an early shift. For greater clarity, the early shift shall only be instituted for roadwork (i.e. line painting, asphalt repair, etc.), snow clearing or another purpose mutually agreeable by the parties.

17.02 Working Schedule

A. The hours and days of work for Stadium employees shall be posted in an appropriate place at least one week in advance.

B. When an employee is required to work on his scheduled days off he shall receive time and one half for all work performed on the first day and double time for all work performed on the second day.

17.03 Minimum Hours

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

17.04 Break Period

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift or by any other arrangement that is mutually agreed to by the employee(s) and the Supervisor.

17.05 Union Meeting Night

On the day in each month on which the regular monthly, special, or deferred meeting of the union is scheduled, work shall cease not later than 6 p.m., except in cases of emergency.

17.06 Shift Work

Employees whose scheduled shifts require them to work hours that fall between 5 pm and 8am the following day will receive a shift differential of $0.50 per hour. This premium will not apply to employees who are in receipt of overtime hours.

ARTICLE 18 - OVERTIME

18.01 Overtime Defined

All time worked beyond the normal work day, the normal work week, or on a holiday, shall be considered as overtime.

18.02 Overtime Rates

Overtime rates shall apply for work as follows:

1. On a regular work day - time and one-half up to 12 midnight and double time after 12 midnight in any one day or shift.

2. Time and one-half for all work performed on Saturday and double time for all work performed on Sunday.

3. On a Statutory Holiday - time and one-half plus another day off with pay at a time mutually agreeable between the employee and the employer.

4. Casual employees scheduled for up to full time hours forty {40} per week who work more than eight {8} hours per day shall receive overtime as per sub articles (1), (2) and (3).

18.03 No Lay-Off to Compensate for Overtime

Employees shall not be laid-off during regular hours to equalize any overtime worked.

18.04 Minimum Call-Back

An employee who has left his place of work at the completion of his shift and is called back to work and is required to work outside his/her regular working hours shall be paid for a minimum of four (4) hours at regular overtime rates. If the employee works more than four (4) hours, he/she shall be paid time and one-half for all remaining hours. Overtime rates shall not apply to casual employees who have worked less than 40 hours per week or 8 hours per day.

18.05 Time of Emergency

In the case of emergency Management reserves the right to turn off or on water without having to call back an employee for whom the union is bargaining agent. Emergency is defined as "when a person's property is in immediate danger".

18.06 Work in Meal Period

The Town agrees to pay time and one-half and provide a meal when an employee is required to work during the meal hour at the request of the Town.

18.07 Time in Lieu of Overtime

Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a time to be mutually agreed between the employee and his/her supervisor. Should time off not be given by the end of the calendar year the employee shall receive pay at the appropriate overtime rate. An employee shall only accumulate up to 40 hours of overtime in any given calendar year.

18.08 Standby Provisions

(a) Standby means any period of time not part of the regular work schedule during which an employee is required to monitor road conditions to call in workers as warranted. Any emergency or other incidental situation arising during the period of standby is the responsibility of the person on call.

(b) Any employee required to perform standby duty shall be paid thirty-five (35) dollars for each eight (8) hour shift of standby to a maximum of $280.00 per weekend for the period starting at the end of the regular shift on Friday to be beginning of the regular shift on Monday.

(c) A standby schedule may be established by the employer each year with the duties rotated among regular employees in the Public Works Department and those casual employees who

(1) have accumulated at least 1040 hours of seniority with the municipality;
(2) are living within 15 km of the municipal boundary; and
(3) are not on an approved leave of absence.

The schedule, if enacted, will be provided to employees at least one week in advance.

In the event there are fewer than six employees available for standby, the Public Works Supervisor and the Assistant Town Manager shall be included in the schedule.

(d) The first response (call out) shall be the employee on standby. Where the employee on standby is a regular Public Works or Recreation employee, the next call out shall be a casual employee. In the alternative, where the employee on standby is a casual employee, the next call out shall be a regular Public Works or Recreation employee. Any additional employees required thereafter shall be casual employees. Public Works and Recreation employees shall be called out based on the overtime list with the employee having the least amount of overtime being called first.

18.09 Overtime

Overtime shall be shared equally amongst all qualified regular employees. The employer shall provide, upon request by the Shop Steward, a list of all overtime worked by each employee. The overtime list shall not include overtime earned by the employee while the employee was on standby.

18.10 Overtime while on sick leave

Notwithstanding article 18.09, where an employee is on sick leave in accordance with article 21, that employee shall not be entitled to receive overtime calls unless the employee notifies

the supervisor that he/she is able to return to work and, if applicable, provides a doctor's note to that effect.

ARTICLE 19 - HOLIDAYS

19.01 List of Holidays

The employer recognizes the following as paid holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Dominion Day	Christmas Day
Discovery Day	Boxing Day
St. George's Day	

Two bonus days to be taken at any time, plus two (2) bonus days to be taken between May and October annually. There shall be no carryover of any bonus days.

Also, any other day proclaimed or declared as a holiday by the Provincial Government. It is also understood that Bishop's Falls Day will be an additional holiday regardless of when it is celebrated. Therefore, if it is celebrated on any other designated holiday employees shall receive two (2) holidays.

19.02 Holiday Falling on Employees Regular Day Off

When any of the above holidays fall on an employee's regular day off and are not proclaimed as being observed on some other day, a day mutually agreed upon between the employer and employee shall be deemed to be holidays for the purpose of this agreement.

19.03 Holiday Pay

Employees who are not required to work on the aforementioned holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with Article 18.02.

19.04 Holidays on Day Off

When any of the aforementioned holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the employer.

19.05 Holidays for Casual Employees

Any casual employee who has worked 20 consecutive regular working days before the scheduled holiday shall be entitled to a full day's pay for the aforementioned holidays provided that such an employee worked on the day preceding the holiday. Absence because of illness or other just cause on the day preceding the holiday will not result in the loss of holiday pay.

ARTICLE 20 - VACATIONS

20.01 Length of Vacations

Employees shall receive an annual vacation with pay in accordance with credit service prior to the commencement of the vacation period as follows:

Less than one year	1 working day for each month
After 1 year	12 working days
After 2 years	13 working days
After 3 years	14 working days
After 4 years	15 working days
After 5 years	16 working days
After 6 years	20 working days
After 7 years	20 working days
After 8 years	20 working days
After 9 years	20 working days
After 10 years	20 working days
After 11 years	23 working days
After 12 years	23 working days
After 13 years	23 working days
After 14 years	23 working days
After 15 years	23 working days
After 16 years	25 working days
After 17 years	25 working days
After 18 years	25 working days
After 19 years	25 working days
After 20 years	25 working days
After 21 years	30 working days
After 22 years	30 working days
After 23 years	30 working days
After 24 years	30 working days
After 25 years	30 working days

20.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for each holiday in addition to his/her regular vacation time.

20.03 Vacation Pay on Termination

An employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

20.04 Preference in Selecting Vacations

Vacation requests must be submitted to his/her respective supervisor no later than the third Friday of April in any given calendar year. Scheduled vacation leave may be amended up to November 30 in the same calendar year upon mutual agreement by the employer and employee. Preference in choosing vacation dates shall be granted on the basis of seniority.

Employees shall be entitled to accrue up to 10 days in unused vacation leave for his/her future use.

Unless otherwise agreed to by the employer, only two regular employees in the Public Works Department may be on leave at any given time.

20.05 Vacation Schedules

Vacation schedules shall be posted by May lst of each year and shall not be changed unless mutually agreed to by the employee and the employer. Vacations shall commence immediately following an employee's regularly scheduled days off.

20.06 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence provided the employee provides a certificate from a qualified medical practitioner as proof of illness. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

20.07 Call Back From Vacation

An employee who is called back to work during vacation shall have the vacation time reimbursed and the employee shall be paid at the rate of time and one-half for all hours worked during the call back.

ARTICLE 21- SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers, Compensation Act.

21.02 Accumulated Sick Leave

Sick leave shall be earned by employees on the basis of one day for every month of service. The employee shall be entitled to an accrual of all unused portion of sick leave for his/her future benefits to a maximum of 72 days. The option of receiving payment for unused sick leave will cease as of July 1, 2008. Employees will be compensated for sick leave accrual as at July 1, 2008 in accordance with Schedule B.

21.03 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 as defined in Article 21.01. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more and less than a full day, shall be deducted as one-half day. While absent on sick leave due to illness, an employee will continue to accumulate seniority and shall retain all rights of the collective agreement. An employee in receipt of weekly indemnity, long-term disability benefits under the Group Insurance Program, Workers Compensation, or EI sick benefits shall continue to accumulate seniority during his/her absence at the same weekly rate prior to the employee being absent due to illness.

21.04 Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of two (2) working days or at any time when a pattern seems to be established certifying that such employee is unable to carry out his/her duties due to illness.

An employee may be disciplined or suspended if it can be proven that he/she is abusing the sick leave bank.

21.05 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave or layoff.

21.06 Extension of Sick Leave

An employee with more than five (5) years of service who has exhausted his/her sick leave credits shall be allowed to anticipate extension of his/her sick leave to a maximum of fifteen (1 5) working days. This sick leave extension shall be repaid by the employee upon his/her return to duty through his/her normal monthly accumulation. Where an employee ceases to work for the employer before the sick leave extension is repaid in full, the employer shall deduct the balance owing from the employee's severance payment

21.07 Sick Leave Records

A record of all unused sick leave will be kept by the employer. Immediately after the close of each calendar year, each employee shall review the records of the employer and verify that the accumulated sick leave is correct. Any employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.

21.08 Sick Leave for Casual Employees

Notwithstanding any other article in this Agreement, casual and temporary employees shall not accrue or utilize sick leave in accordance with article 21. However, casual and temporary employees shall receive a sick leave benefit, paid out in January each year, based on the following formula: 1 day for each 173 hours of work in each year. Temporary employees, as a special measure, may claim an advance against their sick leave benefit where they are sick and must be absent from the workplace when on temporary status. In such cases, the advance will be deducted from the sick leave benefit that is paid in January of each year.

21.09 Sick leave for immediate family illness

An employee may use his/her accumulated sick leave to attend to an illness involving his/her immediate family member. For the purpose of this article, an immediate family member is defined as a spouse/partner, mother, father or child. Sick leave used in this regard shall be subject to the provisions under article 21.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 For Union Business

Representatives of the union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the employer, or with respect to a grievance.

22.02 Union Conventions and Meetings

Leave of absence with pay and without loss of seniority for a maximum of five (5) working days per year shall be granted, upon request of the employer, to employees elected or

appointed to represent the union at union conventions. In case of emergency the employer has the right to refuse such request. Leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies.

22.03 Bereavement Leave

An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, grandchild, fiancée, brother-in-law, sister-in-law, stepparent, foster parent. Where the burial occurs outside the Province, such leave shall include as well reasonable traveling time, the latter not to exceed seven (7) days, but without pay.

Employees on Workers' Compensation benefits shall not be entitled to funeral attendance pay.

An employee shall be granted a minimum of one (1) regularly scheduled work day leave without loss of salary or wages in the case of death of an aunt or uncle.

22.04 Mourners's Leave

One-half (½) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

22.05 Maternity/Parental/Adoption Leave

Upon written request, leave of absence without pay and without loss of seniority shall be granted for Maternity/Parental/Adoption Leave to a maximum of one year. The employee returning to work after maternity/parental/adoption leave shall provide the employer with at least two (2) weeks notice. On return from maternity/parental/adoption leave, the employee will be placed in a position consistent with the seniority provisions of this agreement.

22.06 Family Leave

Employees shall be provided with three days of family leave per calendar year upon serving the employer with reasonable notice. Family leave shall not be accrued or carried forward into future years. Employees shall be required to explain the reasons for family leave.

22.07 Time off for Election

Employees shall be allowed four (4) consecutive hours off before the closing of polls in any federal, provincial, or municipal election or referendum without deduction from normal daily pay.

22.08 Jury or Court Witness Duty

The employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The employer shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

22.09 Education Leave

Where the employer requires employees to improve qualifications in the employer's service, leave of absence with pay and without loss of seniority shall be granted to allow employees time to train and write examinations.

22.10 General Leave

Subject to operational requirements, the employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the employer.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The employer shall pay salaries and wages weekly in accordance with Appendix "A" and Appendix "B" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages and deductions.

23.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

23.03 Part Time Employees

Regular part time employees shall receive the wage rates, condition of employment, and perquisites specified in this agreement on a pro-rata basis according to their hours of work.

23.04 Pay During Temporary Transfer

When an employee temporarily substitutes in, or performs the principle duties of, a higher paying position at a flat rate of pay, he/she shall receive the rate for the job. When an employee temporarily substitutes in, or performs the principal duties of, a higher paying position for which a salary range has been established, he/she shall receive the rate in the salary range which is higher to his/her previous rate. When an employee is assigned to a position paying a lower rate, his/her rate shall not be reduced.

23.05 Temporary Forman

A Temporary Forman is one who, in addition to his/her regular duties, assumes the supervisory functions of the Department in the absence of the Department's full-time supervisor or manager. In such cases the temporary foremen is charged with overseeing and supervising the Department's daily operations and receives, as compensation, an additional thirty-five percent (35%) above the highest rated classification under his/her supervision. The above shall only be utilized in the following circumstances:

(a) When the employer anticipates the Public Works Supervisor and the Assistant Town Manager will be absent for a period in excess of three consecutive days, the temporary foreman shall be engaged at the beginning of the absence; or

(b) Where the Public Works Supervisor and the Assistant Town Manager are absent and an emergency situation occurs (i.e. water/sewer line breaks) the temporary foreman shall be engaged immediately to address the emergency situation.

Temporary foreman shall be rotated among regular employees in the Public Works Department starting with the employee with most seniority. The employer does not guarantee that temporary foreman will equally benefit the employees in rotation.

Lead Hand will be removed effective November 1, 2015.

23.06 Open Sewage Premium

For an employee who is required to stand in and/or handle sewage (i.e. sewer jet) and needs to wear protective equipment for health purposes, as defined in the Occupational Health and Safety Act and Regulations, a sewage premium of $15.00 per hour shall be provided to employees.

ARTICLE 24 - SEVERANCE PAY

24.01 Severance Pay

Employees listed in Appendix "B" with one (1) year or more continuous service when laid off for reasons other than discharge for just cause, shall receive severance pay equal to two (2) weeks pay for each year's service at the rate of pay of the position last held.

An employee who resigns and who has a minimum of five (5) years of accumulated service shall be entitled to severance pay as provided above.

All new employees hired after January 1, 1995 will earn severance pay equal to one (1) weeks pay for each year of service provided that he/she has a minimum of five (5) years of service in accordance with paragraphs one and two. The maximum number of weeks an employee may earn will be twenty (20) weeks.

ARTICLE 25 - JOB CLASSIFICATIONS AND RECLASSIFICATION

25.01 Job Descriptions

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

ARTICLE 26 - WELFARE BENEFITS

26.01 Long Term Disability

All employees shall be covered by the Workers' Compensation Act and shall receive wages in accordance with applicable Government legislated rates from the time of injury until Workers' Compensation approves the claim and commences payment to the worker directly, or through the Employer to the worker, in order to assure the worker that he/she will receive applicable rates in effect.

26.02 Group Life and Extended Health Benefits

(a) The following Plan through Trio, which is equally cost-shared by the employee and the employer, shall remain in effect during the life of this collective agreement:

- Dependent life
- Employee life
- Extended health
- Long term disability
- Supplemental AD & D
- Weekly Indemnity (STD)

The employer shall provide the dental benefit (option one/family), which is equally cost-shared by the employee and the employer, commencing January 1, 2016 and it shall remain in effect during the life of this collective agreement.

(b) While an employee is in receipt of wages from the employer the employer and the employee will cost share the premiums on a 50/50 basis. When employees are on lay off for one (1) year or leave of absence without pay the employee will pay the full premium. While an employee is on a weekly indemnity insurance, long-term disability, or EI Sick Benefits, the employer will continue to pay its share of the Group Insurance Plan.

(c) Employer maintains payment of the employer's premiums while an employee is on maternity or adoption leave for a maximum of fifty-two (52) weeks.

26.03 Group Pension

The Town agrees that all eligible employees having accrued two years of service will be covered by the Group R.R.S.P. Pension Plan in effect with the employer contributing 4% of the Gross Regular Wages provided that the employee also pays the equivalent percentage. This plan will only be extended to the employee during his/her employment period.

ARTICLE 27 - JOB SECURITY

27.01 Restriction on Contracting Out

The Union recognizes the responsibility and duty of Council to arrange for the performance of public services as efficiently and economically as possible. Subject to this requirement, Council will not contract out work or services in accordance with Articles 3, 5 and 14. The employer shall call out and utilize all employees for emergency work before calling a private contractor. Notwithstanding this or any other article in this Agreement, the union agrees that the employer may enter into a contractual arrangement with the Central Newfoundland Waste Management Authority or with another municipality for the provision of curb side garbage collection by a third party. In such a case, the union agrees that regular curb side garbage collection will no longer be bargaining unit work. However, in the event that the Town decides to provide curb side garbage collection in the future, such work will again become bargaining unit work.

27.02 Inclement Weather

Whenever ordinary work cannot be reasonably continued during regular working hours by reason of inclement weather conditions, the employer shall either provide indoor work for outside crews or allow them to stand by inside. No loss of pay shall result by reason of the provisions of this clause.

27.03 Amalgamation and Merger Protection

(A) In the event the Employer merges or amalgamates with any other body, the employer shall endeavour to ensure;

1. Employees shall be credited with all seniority rights with the new employer.

2. All service credits relating to vacation with pay shall be recognized by the new employer.

3. All work and services presently performed by members of the Canadian Union of Public Employees (CUPE) shall continue to be performed by CUPE members with the new employer.

4. Conditions of employment and wage rates for the new employer shall be

equal to the best provisions in effect with the merging employers.

5. No full-time employee within the bargaining unit shall suffer loss of employment as a result of merger.

(B) In the event the Town of Bishop's Falls amalgamates or merges with any other municipality, and provided the Town of Bishop's Falls cannot successfully negotiate the transfer of severance pay liability to the new employer, it is agreed that one day prior to the date of amalgamation or merger the employer shall pay to the employee severance pay in accordance with Article 24.01.

27.04 Equipment Rental

Should the Council decide to rent their equipment then Council shall rent same manned. Equipment included shall be heavy equipment, trucks, pumps, compressors, steam engines, (qualified welders) and welding machines.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Bulletin Boards

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 notice of meetings and such other notices as may be of interest to the employees.

28.02 Tools and Equipment

The employer shall supply all tools and equipment required by employees in the performance of their duties. Replacements will be made by producing the worn or broken tool.

28.03 Clothing

A clothing stipend of $650 will be paid by the employer on January 1st each year to regular employees in the Public Works and Recreation Departments to enable employees to purchase the following: Safety footwear, safety clothing (i.e. coveralls), safety glasses, and personal protective equipment (i.e. gloves, vests, hardhats, etc.). Apparel purchased must be undertaken outside the working hours of the employer. A stipend for casual and temporary employees will be pro-rated in accordance with time worked. Any employee who reports for work without appropriate safety clothing/footwear as defined within Occupational Health and Safety guidelines and regulations will not be permitted to work at any duty within any department. Employer will implement a zero tolerance policy with respect to the wearing of safety boots and clothing. Lost time in such cases will be deducted from the employee in the pay period when the employee was not permitted to work. In cases where an employee requires prescription safety glasses and produces a doctor note (or invoice) to this effect, the employer will pay for the cost of prescription safety glasses every three years.

ARTICLE 29, TERM OF AGREEMENT

29.01 Effective Date

This agreement shall be binding and remain in effect from the 1st day of April 2015 to the 31st day of March 2018 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least thirty (30) calendar days, and not more than sixty (60) calendar days, prior to the 31st of March in any year following the specified term of the Agreement that it desires to terminate or amend the present Agreement.

29.02 Changes in Agreement

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

29.03 Notice of Changes

Either party desiring to propose changes or amendments to this agreement shall, between the period of 30 and 60 days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed.

29.04 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the agreement any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

29.05 No Strike

The union agrees that there shall be no strikes and the Town Council agrees that there shall be no lockouts of members of the union during the term of this agreement.

ARTICLE 30 - BENEFITS

30.01 Eligibility for Service Rated Benefits

(1) Service rated benefits include Sick Leave, Severance Pay, and Annual Leave entitlements.

(2) Temporary employees shall be eligible for service rated benefits as follows: Annual Leave and Bonus Days - Temporary employees shall receive payment in lieu of annual leave and bonus days on a pro-rated basis to be paid weekly on their regular pay cheques. Notwithstanding the latter, a temporary employee who has worked a continuous period of three (3) months or greater may accumulate his/her vacation

time for future use. Such time must be used in the same calendar year it was accumulated at a time mutually agreeable by the parties. Casual employees shall not be entitled to bonus days. When it is known that a temporary employee will be utilized for a period exceeding three (3) consecutive months the employee may opt to accumulate vacation leave.

30.02 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, the training shall be provided for employees affected. A maximum of two (2) months shall be allowed for employees taking such training, provided the training can be completed in that time frame. Where required, leave for such training shall be with pay less any other allowances provided for such training by Government or other programs. No employees shall be laid off until such time as he/she has completed his/her training or failed his/her exams.

Signed on behalf of CUPE Local 1349

Bill Austin

Jim Snow

Pauline Brace

Paul Langdon

Ed White, CUPE National Representative
Party Negotiator

Signed on behalf of the Town of Bishop's Falls

Robert Hobbs, Mayor

Peter Budgell, Councillor

Dan Oldford, Assistant Town Manager

Randy Drover, Town Manager/Clerk
Party Negotiator

SCHEDULE "A"
SALARY SCALE

Year	Percentage Increase
2015	0.0%
2016	3.0%
2017	3.5%

April-01-15

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Operator/Labourer	18.09	19.50	21.01	22.47	23.92
Recreation Attendant	18.09	19.50	21.01	22.47	23.92
Stadium Attendant	18.09	19.50	21.01	22.47	23.92
Accounts Receivable Clerk	17.47	18.31	20.34	21.78	23.76
General Labourer	15.00	16.17	17.42	18.63	19.83

April-01-16

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Operator/Labourer	18.63	20.09	21.64	23.14	24.64
Recreation Attendant	18.63	20.09	21.64	23.14	24.64
Stadium Attendant	18.63	20.09	21.64	23.14	24.64
Accounts Receivable Clerk	17.99	18.86	20.95	22.43	24.47
General Labourer	15.45	16.66	17.94	19.19	20.42

April-01-17

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Operator/Labourer	19.28	20.79	22.40	23.95	25.50
Recreation Attendant	19.28	20.79	22.40	23.95	25.50
Stadium Attendant	19.28	20.79	22.40	23.95	25.50
Accounts Receivable Clerk	18.62	19.52	21.68	23.22	25.33
General Labourer	15.99	17.24	18.57	19.86	21.14

Steps to be implemented on an annual basis at the anniversary of hire.

Signing bonus of $1,000 for regular employees (prorated for casual/temporary employees based on hours worked in 2014). Issued upon signing of the agreement.

Memorandum of Understanding

Pension Plan Contributions for Seasonal Employees

The present pension contributions for seasonal stadium employees shall be implemented on a cost shared basis while the employee is working.

Garbage Collection Schedule

The garbage collection schedule, which shall be determined by Council, shall rotate among regular public works employees on an equal basis. Where a casual employee is employed in the Public Works Department, that employee shall be assigned to the garbage collection schedule. Garbage pick-up will not commence until 8:30 a.m., with the exception of the Stadium and Fire Hall which may be collected prior to 8:30 a.m. Employees working the garbage collection route, with the exception of casual employees, shall be permitted to leave work at 3:30 pm provided the garbage is collected and delivered to the waste management site. The assigned employee must monitor and strictly enforce the tonnage in order to comply with allowable weight restrictions at the local weight scales.

Group Insurance

It is understood by both parties that under the umbrella of the Occupational Health & Safety Committee that a collective effort will be made by management and bargaining unit employees to investigate problems associated with the claim history under the existing plan which currently restricts the ability of the town to secure a comparable plan from other insurers and to solicit the support of external agencies to determine ways and means of minimizing future claims.

Article 18.09 - Sharing of overtime

It is understood that guidelines will be implemented in relation to the sharing of overtime, as per the above noted article.

Heavy Equipment Operator/Plant Maintenance Refrigeration

The Union agrees that Mr. David Seymour shall continue to do Plant Maintenance Refrigeration. During this time the union agrees that the employer can explore a shared service agreement with the Town of Grand Falls-Windsor to be put in place upon Mr. Seymour's retirement or upon implementation of the agreement. If this process fails the union agrees to further discussion with the employer under Article 29.02.

APPENDIX "B"

David Seymour
Alphonsus Collins
Leo Penton
William Austin

Memorandum of Understanding Regarding Article 5.04

Whereas article 5.04 does not apply to employees hired after July 14, 2011; and whereas the parties wish to give further clarity to that statement by specifying the employees and positions that are covered by that article; therefore, the parties agree as follows:

(1) The employees covered by article 5.04 are as follows:

Regular Positions in Public Works

- Leo Penton, Operator/Labourer
- Bill Austin, Operator/Labourer
- Jim Snow, Operator/Labourer
- Dave Burt, Operator/Labourer

Regular Positions in Office Administration

- Pauline Brace, Accounts Receivable Clerk
- Vicki Greene, Accounts Receivable Clerk

Regular Position in Recreation

- Paul Langdon, Recreation Attendant

Regular Seasonal Position in Recreation

- Darren Penton, Stadium Attendant

(2) Upon retirement, resignation, termination, or transfer by the employees listed in this MOU, the position that he/she occupied shall no longer be guaranteed by article 5.04."

(3) Where one of the employees listed in this MOU is hired for a job listed in this MOU, that job shall remain guaranteed by article 5.04.

Mayor Robert Hobbs

Bill Austin, Shop Stewart

Randy Drover, Town Manager/Clerk

CUPE National Representative