COLLECTIVE AGREEMENT

BETWEEN

THE TOWN COUNCIL OF BAIE VERTE
hereinafter called the Employer,

PARTY OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1567
hereinafter called the Union,

PARTY OF THE SECOND PART

January 1, 2014 – December 31, 2017

ARTICLE 1 – PREAMBLE 1

ARTICLE 2 – MANAGEMENT RIGHTS 1

2.01 Management Rights 1
2.02 Not Discriminatory 1

ARTICLE 3 – RECOGNITION 1

3.01 Bargaining Unit 1
3.02 Work of the Bargaining Unit 2
3.03 No Other Agreement 2

ARTICLE 4 – DISCRIMINATION 2

4.01 Employer Shall Not Discriminate 2

ARTICLE 5 – UNION SECURITY 2

5.01 All Employees to be Members 2
5.02 Students 2

ARTICLE 6 – CHECK-OFF ON UNION DUES 2

6.01 Check-Off Payments 2
6.02 Deductions 3
6.03 Dues Receipts 3

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES 3

7.01 New Employees 3
7.02 Copies of Agreement 3
7.03 Interviewing Opportunity 3

ARTICLE 8 – CORRESPONDENCE 3

ARTICLE 9 – LABOUR MANAGEMENT RELATIONS 4

9.01 Representation 4
9.02 Union Bargaining Committee 4
9.03 Function of Bargaining Committee 4
9.04 Representative of Canadian Union 4
9.05 Meeting of Committee 4
9.06 Time Off for Meeting 4
9.07 Technical Information 4
9.08 Education on the Job 5
9.09 Labour Management Committee 5

ARTICLE 10 – RESOLUTIONS AND REPORTS OF COUNCIL 5

10.01 Copies of Resolutions 5

ARTICLE 11 – GRIEVANCE PROCEDURE 5

11.01 Election of Stewards 5
11.02 Names of Stewards 5
11.03 Grievance Committee 6
11.04 Permission to Leave Work 6

11.05 Definition of Grievance 6
11.06 Settling of Grievance 6
11.07 Policy Grievance 7
11.08 Union may Originate Grievances 7
11.09 Grievances on Safety 7
11.10 Replies in Writing 7
11.11 Facilities for Grievances 7
11.12 Supplementary Agreements 7
11.13 Failure to Act Within Time Limit 7
11.14 Technical Objections to Grievances 7

ARTICLE 12 – ARBITRATION 8

12.01 Composition of Board of Arbitration 8
12.02 Failure to Appoint 8
12.03 Board Procedure 8
12.04 Decision of the Board 8
12.05 Disagreement on Decision 8
12.06 Expenses of the Board 8
12.07 Amending of Time Limits 9
12.08 Witnesses 9

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE 9

13.01 Warnings 9
13.02 Discharge Procedure 9
13.03 Cause for Immediate Dismissal or other Disciplinary Action 9
13.04 May Omit Grievance Steps 10
13.05 Unjust Suspension or Discharge 10
13.06 Burden of Proof 10
13.07 Crossing of Picket Lines During Strike 10
13.08 Adverse Report 10

ARTICLE 14 – SENIORITY 11

14.01 Seniority Defined 11
14.02 Seniority List 11
14.03 Probation for Newly Hired Employees 11
14.04 Loss of Seniority 11
14.05 Transfers and Seniority Outside Bargaining Unit 12

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES 12

15.01 Job Postings 12
15.02 Information in Postings 12
15.03 No Outside Advertising 12
15.04 Role of Seniority in Promotions and Transfers 12
15.05 Trial Period 13
15.06 Promotions Requiring Higher Qualification 13
15.07 Union Notification 13
15.08 Handicapped Worker Provision 13
15.09 Older Worker Provision 13
15.10 On the Job Training 13
15.11 Training Course 14

ARTICLE 16 – LAYOFFS AND RECALLS 14

16.02 Recall Procedure 14
16.03 No New Employees 14
16.04 Advance Notice of Lay-Off 14
16.05 Continuation of Benefits 14
16.06 Grievances on Lay-Offs 14

ARTICLE 17 – HOURS OF WORK 15

17.01 Standard Daily Hours 15
17.02 Standard or Average Weekly Hours 15
17.03 Working Schedule 15
17.04 Union Meeting Night 15
17.05 Paid Clean-up or Clothes Changing Time 15

ARTICLE 18 – OVERTIME 15

18.01 Overtime Defined 15
18.02 Compensation for Work after Daily Scheduled Hours 16
(Day Workers Only) 16
18.03 Payment for or Supply of Meals 16
18.04 No Lay-Off to Compensate for Overtime 16
18.05 Overtime for Part Time Employees 16
18.06 Sharing of Overtime 16
18.07 Call Back Pay Guarantee 16

ARTICLE 19 – SHIFT WORK 17

19.01 Definition of Shifts 17
19.02 Second Shift Premiums 17
19.03 Third Shift Premiums 17

ARTICLE 20 – HOLIDAYS 18

20.02 Compensation for Statutory Holidays Falling on Scheduled Day Off 18

ARTICLE 21 – VACATIONS 18

21.01 Length of Vacation 18
21.02 Compensation for Holidays Falling within Vacation Schedule 18
21.03 Vacation Pay on Termination 18
21.04 Preference in Vacations 19
21.05 Vacation Schedule 19
21.06 Unbroken Vacation Period 19
21.07 Part-time/Seasonal Workers, Vacation 19

ARTICLE 22 – SICK LEAVE PROVISIONS 19

22.01 Sick Leave Defined 19
22.02 Annual Paid Sick Leave 19
22.03 Maximum Accumulation of Annual Sick Leave 19
22.04 Illness in the Family 20
22.05 Deductions from Sick Leave 20
22.06 Proof of Illness 20
22.07 Sick Leave During Leave of Absence 20
22.08 Extension of Sick Leave 20

22.09 Sick Leave Records 20
22.10 Payment of Unused Sick Leave on Termination of Employment 20
22.11 Workers' Compensation Pay Supplement 21

ARTICLE 23 – LEAVE OF ABSENCE 21

23.01 Negotiation Pay Provisions 21
23.02 Grievance and Arbitration Pay Provisions 21
23.03 Leave of Absence for Union Functions 21
23.04 Leave of Absence for Full Time Union or Public Duties 22
23.05 Paid Bereavement Leave 22
23.06 Education Leave 22
23.07 General Leave 22

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES 22

24.01 Pay Days 22
24.02 Equal Pay for Equal Worth 22
24.03 Pay on Temporary Transfers, Higher Rated Job 23
24.04 Pay of Temporary Transfer, Lower Rated Job 23
24.05 Vacation Pay 23
24.06 Kilometre Allowance 23
24.07 Rates for Lead Hand 23
24.08 Part Time Employees 23
24.09 Legal Fees 24

ARTICLE 25 – SEVERANCE PAY 24

25.01 Severance Pay 24

ARTICLE 26 – CLASSIFICATION AND RECLASSIFICATION 24

26.01 Job Descriptions 24
26.02 No Elimination of Present Classifications 24
26.03 Changes in Classification 24

ARTICLE 27 – HEALTH AND SAFETY 25

27.01 Co-operation on Safety 25
27.02 Union-Employer Safety Committee 25
27.03 Safety Measures 25
27.04 Injury Pay Provisions 25
27.05 Transportation of Accident Victims 25
27.06 Pollution Control 25
27.07 First Aid Kits 25
27.08 Covered Trucks 26
27.09 Excavation Work 26
27.10 Annual Medical 26
27.11 Right to Refuse or Stop Unsafe Work 26

ARTICLE 28 – TECHNOLOGICAL AND OTHER CHANGES 26

28.01 Advance Notice 26
28.02 Consultation 26
28.03 Arbitration 26
28.04 Attrition Arrangements 27

28.05 Income Protection 27
28.06 Transfer Arrangements 27
28.07 Training Benefits 27
28.08 Additional Training 27
28.09 No New Employees 27

ARTICLE 29 – JOB SECURITY 27

29.01 Restrictions on Contracting Out 27

ARTICLE 30 – UNIFORM AND CLOTHING ALLOWANCE 28

30.01 Supply of Clothing and Safety Equipment 28
30.02 Union Label 28

ARTICLE 31 - GENERAL CONDITIONS 28

31.01 Proper Accommodation 28
31.02 Bulletin Boards 28
31.03 Allowance for Tools 28
31.04 Plural or Feminine Terms May Apply 28

ARTICLE 32 - CONTINUATION OF ACQUIRED RIGHTS 29

ARTICLE 33 – COPIES OF AGREEMENT 29

ARTICLE 34 – TERMS OF AGREEMENT 29

34.01 Duration 29
34.02 Changes in Agreement 29
34.03 Notice of Changes 29
34.04 Agreement to Continue in Force 29
34.05 Strikes or Lockouts 30

ARTICLE 35 – DEFINITIONS 30

35.01 Temporary Employees 30
35.02 Regular Employees 30
35.03 Seasonal Employees 30
35.04 Resignation 30

APPENDIX 'A' 31

Pension Plan 34

LETTER OF UNDERSTANDING ..... **Error! Bookmark not defined.**

Memorandum of Agreement ..... **Error! Bookmark not defined.**

LETTER OF UNDERSTANDING ..... **Error! Bookmark not defined.**

ARTICLE 1 – PREAMBLE

1.01 WHEREAS it is the desire of both parties to this Agreement:

1. To maintain and improve harmonious relations and settle 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, well-being and security of all employees in the bargaining unit of the Union, and

1.02 Whereas it is now desirable that methods of bargaining and, all matters pertaining to the working conditions of the employees be drawn up in a collective agreement. Now, therefore, the parties agree as follows:

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 may be decided through the grievance and arbitration procedure.

2.02 Not 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 present employees of their employment, except through just cause.

ARTICLE 3 – RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1567 as the sole and exclusive collective bargaining agency for all of its employees, save and except Town Manager, Works Superintendent, Recreational Director, Stadium Manager, Supervisors, non-working foremen and those above the rank of non-working foremen and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matter affecting the relationship between the parties, aiming 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 purposes of instruction, experimenting or in emergencies when regular employees are not available, and provided that the performing of the aforementioned operations, in itself does not reduce the hours of work or pay of any employee.

3.03 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this collective agreement.

ARTICLE 4 – DISCRIMINATION

4.01 Employer Shall Not Discriminate

Other than that preference be given to residents of the Town of Baie Verte, 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, discharge or otherwise by reason of age, race, creed, or colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership or activity in the Union, or any other reason.

ARTICLE 5 – UNION SECURITY

5.01 All Employees to be Members

All employees of the employer, as a condition of continued employment shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees shall, as a condition of continued employment, become and remain members in good standing in the Union on the day they are hired.

5.02 Students

Any student employed by Council on a temporary basis shall not be required to join the Union or pay Union dues.

ARTICLE 6 – CHECK-OFF ON UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied, in accordance with the Union Constitution and/or By-Laws, and owing

by him to the Union.

6.02 Deductions

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

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall supply the Union, without charge, receipts in the amount of union dues paid by each Union member in the previous year.

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 articles 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.

7.03 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 month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his responsibilities and obligations to the Employer and the Union.

ARTICLE 8 – CORRESPONDENCE

8.01 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from Council's Administrative Officer and the Secretary of the Union.

ARTICLE 9 – LABOUR MANAGEMENT RELATIONS

9.01 Representation

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 order that this may be carried out, the Union will supply the Employer with a list of 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 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than five members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

9.03 Function of Bargaining Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc., shall be referred by the Bargaining Committee for discussion and settlement.

9.04 Representative of Canadian Union

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 Representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

9.05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

9.06 Time Off for Meeting

Any representative of the Union on the Bargaining Committee, or the Labour Management Cooperation Committee, who is in the employ of the Employer shall have the right of attending meetings held within working hours without loss of remuneration.

9.07 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, pension and welfare plans and all other technical information and reports, records, studies, surveys, manuals or directives.

9.08 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.

9.09 Labour Management Committee

A Labour Management Committee shall be established, consisting of a maximum of three (3) representatives of the Union and an equal number of representatives of the Employer. The Employer shall be duly notified in writing, as to the names of the Union representatives selected.

The Committee shall meet at least once each month at a mutually agreeable time and place, however, a minimum of six (6) meetings will be held annually. The monthly meeting may be cancelled or rescheduled by mutual consent.

The meeting of the Committee shall be chaired by the Employer Representative and Vice-Chairperson will be selected by the Union.

ARTICLE 10 – RESOLUTIONS AND REPORTS OF COUNCIL

10.01 Copies of Resolutions

Copies of all motions, resolutions and by-laws 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 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 two (2) stewards in addition to the Chief Steward, who shall be the Local Union President, whose duties shall be to assist any employee which the Steward represents, in preparing and in presenting his grievances 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 represents and the name of 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.

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 recognizes that each steward is employed by the Employer and that he will not leave his work during working hours except to perform his duties under this agreement. Therefore, no steward shall leave his work without obtaining the permission of his supervisor, which permission shall not be arbitrarily denied.

11.05 Definition of Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union.

11.06 Settling of Grievance

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

Step 1 — The aggrieved employee(s) shall submit the grievance to his steward, within five (5) working days of the occurrence.

Step 2 — If the steward considers the grievance to be justified, the Employee(s) concerned together with his steward, shall first seek to settle the dispute with the employee's supervisor within five (5) working days of Step One.

Step 3 — Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the employee(s) concerned, together with the Chief Steward, will submit to the Chief Administrative Officer a written statement of the particulars of the grievance and the redress sought. The Chief Administrative Officer shall render his decision within four (4) working days after receipt of such notice.

Step 4 — Failing settlement being reached in Step 3, the employee(s) concerned together with the Grievance Committee, shall submit the grievance to the Town Council of Baie Verte, who shall render their decision within five (5) workings days after receipt of such notice.

Step 5 — Failing a satisfactory settlement being reached in Step 4, the Union may refer the dispute to arbitration.

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 or the Employer has a grievance, Steps 1, 2 and 3 of this Article may be by-passed.

11.08 Union may Originate 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 2.

11.09 Grievances on Safety

An employee, or a group of employees, who are required to work under alleged unsafe or unhealthy conditions shall have the right to file a grievance on the third step of the grievance procedure for preferred handling.

11.10 Replies in Writing

Grievances and 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 Limit

If the Grievor or the Union fail to process a grievance to the next step in the grievance procedure within the time limits specified, it shall be deemed to be abandoned and they shall not be deemed to have prejudiced their position on any future identical grievance.

11.14 Technical Objections to Grievances

No grievance shall be denied by any formal or technical objection and an Arbitration Board 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 by either party, in order to determine the real matter in dispute and to render a decision according to equitable principles and justice of the case.

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 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 by registered mail indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial chairman.

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 their appointment, the appointment shall be made by the Minister of Labour upon the 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. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed.

12.04 Decision 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 Chairman 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 a discharge or a discipline grievance by any arrangement which it deems just and equitable.

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) 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 Chairman.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

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.

The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in grievances, arbitration, or any other matter, excepting accident matters that could be detrimental to employees or to the Union. 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 Warnings

Whenever it is deemed necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within five (5) working days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

13.02 Discharge Procedure

An employee who has completed his three month probationary period may be dismissed but only for just and reasonable cause and only upon the authority of the Employer. A Department Head may suspend any employee, but shall immediately report such action to the Employer. When an employee is discharged or suspended, he shall be given the reason in the presence of his steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

13.03 Cause for Immediate Dismissal or other Disciplinary Action

1. Bringing intoxicants on the job.
2. Reporting for duty under the influence of intoxicants.
3. Leaving place of work without permission.
4. Deliberate removal or destruction of the Town's or other property.
5. Disobedience.
6. Disorderly conduct.
7. Neglect of duty.
8. Dishonesty.
9. Deliberate sleeping on duty.
10. Failure to comply with safety regulations.

11. Repeated late reporting for work.

Nothing contained in these rules shall be deemed to restrain or limit the Town's right to discharge employees for just cause.

13.04 May Omit Grievance Steps

An employee considered by the Union to be unreasonably or unjustly discharged or suspended shall be entitled to a hearing under Article 11.06 Grievance Procedure, steps 1, 2 and 3 of the Grievance shall be omitted in such cases.

13.05 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement 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.

13.06 Burden of Proof

In cases of discharge or discipline, the burden of proof and just cause shall rest with the Employer. Evidence must be limited to the case at hand.

13.07 Crossing of Picket Lines During Strike

Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute except in emergencies when it is necessary to maintain essential services. 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. Essential services shall be defined as a break in the main water line, pumping failures, a plug in the main sewer or snow clearing to open the roads for fire trucks or ambulance emergency.

13.08 Adverse Report

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

This article shall not 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 his work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his record.

The record of an employee shall not be used against him at any time in the following instances:

(a) When eighteen (18) months have elapsed since a suspension, provided there has been no recurrence of a similar and/or other infraction.

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

ARTICLE 14 – SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of time from the date of hire into the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining unit wide basis.

14.02 Seniority List

The Employer shall maintain a seniority list showing the date of hire into the bargaining unit for each member. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year and within thirty (30) days of the signing of this agreement.

14.03 Probation for Newly Hired Employees

Newly hired employees shall be on a probationary basis for a period of three months from the date of hiring. During the probationary period employees shall be entitled to all rights and benefits of this agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 Loss of Seniority

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

An employee shall only lose his seniority in the event:

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

2. He resigns in writing.

3. He is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

4. He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail 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 is laid off for a period longer than twelve (12) continuous months.

14.05 Transfers and Seniority Outside Bargaining Unit

Effective date of signing 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 accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such an employee shall have the right to return to a position in the bargaining unit, consistent with his/her seniority, during the first twelve (12) months after which he/she forfeits his/her bargaining unit seniority. Such return shall not result in the lay-off or bumping of an employee holding greater bargaining unit seniority

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

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 notices of the position in the Employer's work depot, lunchrooms and on all bulletin boards erected for that purpose for a minimum of one week, so that all members will know about the vacancy or new position.

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. Such qualifications may not be established in an arbitrary or discriminatory manner.

15.03 No Outside Advertising

No outside advertising for additional employees shall be placed until present employees have had a full opportunity to apply. Notwithstanding the above when additional employees are required, preference shall be given to residents of the Town of Baie Verte.

15.04 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 length of service.

Therefore, in making changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having sufficient qualifications. Appointments from within the bargaining unit shall be made within three weeks of posting.

15.05 Trial Period

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

15.06 Promotions Requiring Higher Qualification

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 a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time and revert to his former position if the required qualifications are not met within such time.

15.07 Union Notification

The Union shall be notified of all appointments, hiring's, layoffs, transfers, recalls and terminations of employment.

15.08 Handicapped Worker Provision

An employee who has become incapacitated by injury or illness, will be employed in other work which he can do providing such work is available. Such employee may not displace an employee with more seniority.

15.09 Older Worker Provision

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

15.10 On the Job Training

The Employer will 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, in the event of a vacancy arising, to the position next to his own. Accordingly, senior employees shall be allowed regular opportunities to learn the work of such positions during the regular working hours by arranging to exchange positions for temporary periods, without affecting the salary or pay of the employees concerned.

15.11 Training Course

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

1. Type of Course (Subjects and material to be covered).
2. Time and duration of the course.
3. Location of the course.
4. Basic minimum qualifications required of applicants.

This bulletin shall be posted for a period of ten days on Bulletin Boards in all Departments to afford all interested employees an opportunity to apply for such training.

The senior qualified applicant shall be selected.

ARTICLE 16 – LAYOFFS AND RECALLS

16.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority.

16.02 Recall Procedure

Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

16.03 No New Employees

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

16.04 Advance Notice of Lay-Off

Permanent employees shall receive 15 working days notice prior to effective date of lay-off. If the employee has not had the opportunity to work 15 days after Notice of Lay-Off, he shall be paid in lieu of work for that part of 15 days during which work was not available.

16.05 Continuation of Benefits

The Employer agrees to pay 95% of the coverage for the existing Group Insurance Plan for employees laid off for periods of less than three (3) months. In the event of a longer lay-off employees so affected will be given the right to continue the coverage through direct payment.

16.06 Grievances on Lay-Offs

Grievances concerning lay-offs due to reduction in the working force shall be initiated at Step 4 of the Grievance Procedure.

ARTICLE 17 – HOURS OF WORK

17.01 Standard Daily Hours

(a) The normal work day shall not commence before 8:00 a.m. nor finish later than 4:00 p.m. No eight hour shift shall be spread over a period longer than eight (8) hours, including one half (1/2) hour for lunch.

(b) Each employee is required to be at his place of work at the start of his scheduled shift.

No employee, unless excused by the Supervisor, shall leave his place of work until the end of the shift.

In the case of an employee who is not at his place of work within three minutes after the start of his scheduled shift, or within three minutes after the start of subsequent thirty minute periods, his pay shall then commence at the beginning of the next thirty minute period. Repeated lateness will result in disciplinary action.

17.02 Standard or Average Weekly Hours

The normal work week shall consist of five (5) days from Monday to Friday, inclusive, for a total of forty (40) hours per week.

17.03 Working Schedule

In the case of shift work the hours and days of work of each employee shall be posted in an appropriate place at least two weeks in advance. The Employer shall set forth the working schedule of each Department, hereinafter referred to as the "Work Schedule". For employees on evening and night shifts one half hour meal time shall be included as part of the regularly scheduled work period.

17.04 Union Meeting Night

On the day of each month on which the regular monthly, special or deferred meeting of the Union is scheduled, work shall cease not later than 6:00 p.m., except in case of emergency.

17.05 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 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 Compensation for Work after Daily Scheduled Hours (Day Workers Only)

Overtime rates shall apply as follows: time and one half for all hours worked from 4 p.m. to 8:00 a.m. and on Saturdays.

Double time shall apply for all hours worked on Sundays.

Time and one half shall apply for all hours worked on statutory holidays in addition to holiday pay. Any hours worked may be used only once for the calculation of overtime.

18.03 Payment for or Supply of Meals

Employees required to work more than one hour overtime shall be given one hour off for a meal period or be provided with a meal by the Employer.

18.04 No Lay-Off to Compensate for Overtime

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

18.05 Overtime for Part Time Employees

Part time employees working less than the normal hours per day, and who are required to work longer than the normal working day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the working day. Regular overtime rates shall apply after the normal hours in the working day and for all work performed on holidays and regular days off.

18.06 Sharing of Overtime

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

18.07 Call Back Pay Guarantee

An employee who is called in to work outside his normal working hours shall be paid for a minimum of 4 hours at overtime rates, and shall be paid from the time he leaves his home to report for duty until such time as work is completed.

It is agreed between the two parties to this agreement that on all call-backs up to 6:00 a.m. this clause shall apply. It is further agreed that should an employee be called out between 6:00 a.m. and 8:00 a.m. that the applicable overtime rate only would apply.

18.08 Weekend Water Checks

Weekend water checks shall be considered as scheduled overtime at the appropriate rate.

ARTICLE 19 – SHIFT WORK

19.01 Definition of Shifts

Shift work shall consist of not less than three eight hour shifts between 0001 on Monday and 2359 hours on Friday.

Shift premiums shall apply on all shifts in which any hours are worked between 4 p.m. and 8 a.m.

The shift premium shall apply in calculating overtime, vacation pay, sick leave, holidays and other fringe benefits.

19.02 Second Shift Premiums

Employees shall receive 25 cents per hour additional compensation for all hours worked on the second shift (4-12) and the third shift (12-8).

19.03 Third Shift Premiums

Notwithstanding any of the preceding provisions of this article the Employer may institute a special shift system for emergencies and for purposes of snow-clearing subject to the following conditions:

(a) The shift work schedule shall not consist of less nor more than one (1) shift on each of five (4) consecutive days for each employee.

(b) The scheduled shifts shall have the same regular starting time and consist of eight (8) unbroken hours.

(c) All time worked during the four (4) hour period immediately following any scheduled shift, shall be paid for at one and one half (1 ½) times the regular day time rate.

(d) Time and one-half (1 ½) shall apply for all hours worked on the first and second shifts off following the five (5) shift schedule defined in paragraph (a) above.

ARTICLE 20 – HOLIDAYS

20.01 The Employer recognizes the following as paid holidays:

New Year's day	Labour Day
Good Friday	Thanksgiving Day
Commonwealth Day	Christmas Eve Day
Discovery Day	Christmas Day
Memorial Day	Boxing Day
Civic Day	New Year's Eve
Armistice Day.	

Three (3) other floating holidays, plus one (1) other floating holiday after each five (5) years service, and an additional floating holiday after ten (10) years service. Floating holidays shall be taken at a time to be mutually agreed between the employee and the Town Clerk/Manager.

20.02 Compensation for Statutory Holidays Falling on Scheduled Day Off

When any of the above holidays fall on an employee's scheduled day off the employee shall receive another day off at a time mutually agreed upon between the employee and the Employer.

ARTICLE 21 – VACATIONS

21.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited seniority, prior to commencement of vacation period as follows:

Less than One Year	1 ¼ working days for each month
One to Seven Years	Three (3) Weeks
Eight to Fourteen Years	Four (4) Weeks
Fifteen Years and up	Five (5) Weeks

21.02 Compensation for Holidays Falling within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional day's vacation.

21.03 Vacation Pay on Termination

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

21.04 Preference in Vacations

Preference in selecting vacation periods shall be granted on the basis of seniority and the requirements of the work schedule.

21.05 Vacation Schedule

Vacation schedules shall be posted by May 1st 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 unless otherwise mutually agreed.

21.06 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period, unless otherwise mutually agreed upon between employee and the Employer.

21.07 Part-time/Seasonal Workers, Vacation

All part-time and seasonal workers will receive vacation pay entitlement every pay day or make a request to accumulate their vacation. This request to accumulate vacation will be presented to the town before the first (1st) pay period of the new year. Employees who so request shall give a weeks notice of their intention to take vacation.

ARTICLE 22 – SICK LEAVE PROVISIONS

22.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, exposed to contagious disease, or because of an accident, whether the accident happened on or off the job.

22.02 Annual Paid Sick Leave

Twelve (12) days sick leave per year shall be earned by an employee at the rate of one (1) day for each month an employee is employed.

22.03 Maximum Accumulation of Annual Sick Leave

(a) Sick leave may be accumulated up to and including eighty-five (85) days. However, an employee shall be limited to seven (7) working days for any one illness, after which he shall be covered by the existing group insurance plan, if qualified. It is understood, however, that an employee shall only use the eighty-five (85) maximum for a Workers' Compensation accident and for all other illnesses an eighty (80) day maximum accumulation shall apply.

(b) The employer agrees to pay ninety percent (90%) of the monthly premiums on group insurance for all permanent employees.

22.04 Illness in the Family

In case of illness of an immediate member of the family of an employee where no one, other than the employee can provide for his needs, the employee shall be entitled, after notifying his superior, to use a maximum of five accumulated sick leave days per illness for this purpose.

22.05 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 to the nearest ½ day.

22.06 Proof of Illness

An employee may be required to produce a certificate from a Medical Practitioner for any illness in excess of two (2) working days, certifying that he is unable to carry out his duties due to illness, or in any case where a pattern seems to be established, or in the case of suspected abuse.

22.07 Sick Leave During Leave of Absence

When a regular 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 shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave or lay off.

22.08 Extension of Sick Leave

An employee who has exhausted his sick leave credits, shall be allowed to anticipate extension of his sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon his return to duty, through his normal monthly accumulation, but should he terminate his employment with the employer, the balance of sick leave extension shall be recovered by payroll deduction or other methods.

22.09 Sick Leave Records

Immediately after the close of each calendar year, sick leave records shall be posted so that each employee may review 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 credit.

22.10 Payment of Unused Sick Leave on Termination of Employment

An employee having accrued sick leave to his credit, shall, on severance or retirement, receive a salary grant in lieu thereof equal to such credit at the rate of pay effective immediately prior to severance or retirement. In the event of death, the value of all accrued sick leave shall be paid to the employee's beneficiary. Employees receiving payment under this article shall forfeit all seniority.

22.11 Workers' Compensation Pay Supplement

(a) All employees shall be covered by the Workers' Compensation Act. An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by the Workers; Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his/her last rate of pay. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. In order to continue receiving his/her regular salary, the employee shall assign his Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's Tax (T-4) form.

Payment under this clause shall only be deducted from the employee's accumulated sick leave beginning with week 17.

(b) An employee receiving payment for a compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on Workers' Compensation, the Employer shall continue to pay his share of all premiums for employee benefit plans, including the pension plan.

(c) An employee who is no longer deemed to have a compensable injury shall be placed in his/her former or equivalent position with the Employer.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry out negotiations with the Employer.

23.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in connection with the grievance or arbitration procedures arising under this contract.

23.03 Leave of Absence for Union Functions

(a) Any two employees shall be granted leave of absence not to exceed twelve man days per annum without pay, and loss of seniority, upon request to the Employer, to represent the Union at Union Conventions, Executive and Committee meetings of C.U.P.E., its affiliated or chartered bodies.

(b) Leave of absence, without loss of pay or seniority, shall be granted on the Union's written request, one (1) week in advance for members to attend Union Conventions or educational seminars. In no case shall the total man days exceed five in any

calendar year.

23.04 Leave of Absence for Full Time Union or Public Duties

The Employer recognizes the right of employees to participate in public affairs. Therefore upon written request, the Employer will grant leave of absence without loss of seniority so that employees may be candidates in federal, provincial, or municipal election as per Local Government Act.

An employee who is elected or selected for a full time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without loss of seniority, for a period of one year. Such leave shall be renewed each year on request during his term of office.

23.05 Paid Bereavement Leave

An employee shall be granted a minimum of three (3) consecutive work days leave without loss of salary or wages for the purpose of attending any funeral of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent. Where the burial occurs outside the Province, such leave shall be five (5) consecutive work days with pay. There shall also be reasonable travelling time, not to exceed seven (7) days but without pay.

23.06 Education Leave

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the Employer's service.

23.07 General Leave

The Employer shall 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. Such approval shall not be withheld unjustly.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

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

24.02 Equal Pay for Equal Worth

The principle of equal pay for equal worth shall apply regardless of sex.

24.03 Pay on Temporary Transfers, Higher Rated Job

When an employee is required to perform temporary work in a classification paying a higher rate of pay than he is receiving at the time, he shall be paid such higher rate of pay only during the continuance of such temporary employment and on the discontinuance of such temporary employment such employee shall revert to his former rate of pay.

24.04 Pay of Temporary Transfer, Lower Rated Job

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

24.05 Vacation Pay

An employee may, upon giving at least three (3) days' notice, receive on the last office day preceding commencement of this annual vacation any pay cheques which may fall due during the period of vacation.

24.06 Kilometre Allowance

Kilometre rates paid to employees using their own automobiles for the Employer's business shall be as follows:

35.41 cents per km for use of automobile outside of the Town of Baie Verte.

When employees are on out-of-town trips on behalf of the Town of Baie Verte, the Employer shall provide the employee with all meals to a maximum of forty-two dollars and fifty cents ($42.50) per day.

Breakfast -	$10.00
Lunch -	$12.50
Dinner -	$20.00
Total -	$42.50

24.07 Rates for Lead Hand

A lead hand is one, who, over and above his regular work supervises two or more employees. A lead hand shall receive no less than one dollar ($1.00) per hour (plus the percentage increases as noted in Appendix A) in excess of the highest rate classification for the duration of this agreement.

24.08 Part Time Employees

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

24.09 Legal Fees

The Employer shall pay all legal costs arising out of the defence of an employee charged in any court as a result of performing his duties for the Employer.

ARTICLE 25 – SEVERANCE PAY

25.01 Severance Pay

When a full time employee with five (5) or more years of continuous service resigns or is laid off for reasons other than discharge for just cause, he shall receive severance pay equal to one (1) week's pay for each year of service, to a maximum of twenty-five (25) weeks at the rate for the position last held.

When a seasonal/casual employee with five (5) or more years of service resigns or is laid off for reasons other than discharge for just cause, he shall receive severance pay equal to one (1) week's average pay (calculated over the previous year from the date of resignation or lay off) for each year of service, to a maximum of twenty-five (25) weeks at the rate for the position last held.

ARTICLE 26 – CLASSIFICATION AND RECLASSIFICATION

26.01 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 objection within 30 days.

26.02 No Elimination of Present Classifications

Existing classifications shall not be eliminated without prior agreement with the Union.

26.03 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the classification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 27 – HEALTH AND SAFETY

27.01 Co-operation on Safety

The Union and the Employer shall cooperate in improving regulations, which will provide adequate protection to employees engaged in hazardous work.

27.02 Union-Employer Safety Committee

The Employer agrees to hold meetings with two designated representatives of the Union to deal with all alleged unsafe, hazardous or dangerous working conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings.

27.03 Safety Measures

(a) Safety hats and safety boots with steel toes shall be worn by all employees covered by this Agreement.

(b) Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing.

27.04 Injury Pay Provisions

An employee who is injured during working hours, and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay, without deduction from sick leave unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

27.05 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident on the job shall be at the expense of the Employer.

27.06 Pollution Control

The Employer and the Union agree to limit all forms of environmental pollution. Therefore, the parties affirm, according to their respective responsibilities, their joint objective to take whatever action is possible to achieve an environment, both at work and in the community, which is pollution free.

27.07 First Aid Kits

A First Aid Kit shall be supplied by the Employer to each mobile unit of employees and in other appropriate locations of the Employer.

27.08 Covered Trucks

All trucks used for transportation of employees shall be covered.

27.09 Excavation Work

When men are employed in excavation work, there shall be a man on the surface of the ground to ensure the safety of men engaged in the trench and to assist in the carrying out of the work.

27.10 Annual Medical

All employees shall be required to have an annual medical by a licensed physician, licensed within the Province of Newfoundland. Results of such medicals shall be forwarded to the Employer. The cost of the physician's services shall be paid by the Employer.

27.11 Right to Refuse or Stop Unsafe Work

A member of the Health & Safety Committee shall have the right to stop any work considered unsafe or hazardous.

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any work place or to operate any equipment where he/she or a member of the Health & Safety Committee believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health & Safety Committee and satisfactorily settled.

ARTICLE 28 – TECHNOLOGICAL AND OTHER CHANGES

28.01 Advance Notice

Three months before the introduction of any technological change, or method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change.

28.02 Consultation

Any such change shall be made only after the Union and the Employer have reached agreement on such change through collective bargaining.

28.03 Arbitration

If the Employer and the Union fail to agree on the results of the change, the matter shall be referred to Grievance Procedure of this Agreement.

28.04 Attrition Arrangements

No regular employee shall be dismissed by the Employer because of mechanization or technological change.

28.05 Income Protection

An employee who is displaced from his job by virtue of technological change or improvements will suffer no reduction in normal earnings.

28.06 Transfer Arrangements

An employee who is displaced from his job by virtue of technological change or improvements will be given the opportunity to fill other vacancies according to seniority.

28.07 Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a period of time not to exceed one year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

28.08 Additional Training

Should the introduction of new methods or operation create a need for the perfection or acquisition of skills requiring a training period longer than one year, the additional training time shall be a subject for discussion between the Employer and the Union

28.09 No New Employees

No additional employees shall be hired by the Employer until the employees already working shall be notified of the proposed change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

ARTICLE 29 – JOB SECURITY

29.01 Restrictions on Contracting Out

The Union recognizes the right and duty of management to arrange for the performance of public services as efficiently and economically as possible. However, the functions of management in this respect shall not be exercised where it is feasible and reasonably economical for the town in terms of its equipment and work force to perform maintenance and services, in such manner as to adversely affect the employment of permanent employees who have seniority under the terms of this agreement as of December 31st, 1986.

ARTICLE 30 – UNIFORM AND CLOTHING ALLOWANCE

30.01 Supply of Clothing and Safety Equipment

The Employer agrees to provide coveralls, rubber gloves, rubber suits, hip rubbers, safety glasses, ear protection and face masks to all employees where needed. The employee shall show proof of the need for the replacement.

The employer shall provide to all permanent employees yearly, C.S.A. approved safety boots with steel toes to a maximum of $200.00/year, as required under Article 27.03 (a). The Employer further agrees to provide hard hats to all employees.

30.02 Union Label

The Employer will make an effort to ensure all clothing issued shall bear a union label.

ARTICLE 31 - GENERAL CONDITIONS

31.01 Proper Accommodation

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

31.02 Bulletin Boards

The Union shall have the right to post notices of Union meetings and such other notices as may be of interest to the employees on Bulletin Boards provided by the Employer. Such notices may also be placed at the Works Depot and other lunchrooms so that all employees will have access to them.

31.03 Allowance for Tools

(a) Other than tradesmen, 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.

(b) A tool allowance of two hundred dollars ($200.00) shall be given to the mechanic as compensation for supplying his own tools for his sole use. This allowance shall be paid by December 31st, in each year.

31.04 Plural or Feminine Terms May Apply

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

ARTICLE 32 - CONTINUATION OF ACQUIRED RIGHTS

32.01 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed in so far as they are consistent with this arrangement but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 33 – COPIES OF AGREEMENT

33.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it. For this reason the Employer shall print sufficient copies of the Agreement in a Union Shop within sixty (60) days of signing.

ARTICLE 34 – TERMS OF AGREEMENT

34.01 Duration

This agreement shall be binding and come into effect from January 1, 2014 to December 31, 2017 and shall continue from year to year thereafter unless either party gives notice in writing at least two (2) months prior to the 31st day of December 2017 in that it desires its termination or amendment.

34.02 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.

34.03 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, between the period of 30 and 90 days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement.

34.04 Agreement to Continue in Force

Where such notice requests revision 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 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 retroactive to that date.

34.05 Strikes or Lockouts

The Union agrees there will be no strikes and the Employer agrees there will be no lockouts of employees during the duration of this Agreement.

ARTICLE 35 – DEFINITIONS

35.01 Temporary Employees

"Temporary" employees shall be defined as those employees employed by the Council for a limited period not to exceed twelve (12) months. These employees shall not accumulate seniority as defined in the Collective Agreement, but shall receive all other benefits contained herein.

35.02 Regular Employees

"Regular" employees shall be defined as all those employed by Council for an accumulative period in excess of twelve (12) months.

35.03 Seasonal Employees

Seasonal/Casual employees shall be defined as all those employed full time for a period of less than 12 months, on a yearly basis and subject to annual lay off. Such employees, upon layoff, shall be recalled, by seniority for casual work until such time as they are recalled to seasonal, full time employment.

35.04 Resignation

"Resignation" as defined in Article 25.01 means a two-week notice period.

APPENDIX 'A'

Classification	Present	Jan 1, 2014	Jan 1, 2015	Jan 1, 2016	Jan 1, 2017
Truck Driver	$18.60	$19.00	$19.45	$19.95	$20.65
Mechanic/ Operator	$19.21	$19.61	$20.06	$20.56	$21.26
Maintenance/ Operator	$19.09	$19.49	$19.94	$20.44	$21.14
Stadium Attendant	$14.58	$14.98	$15.43	$15.93	$16.63
Labourer I (regular)	$14.58	$14.98	$15.43	$15.93	$16.63
Labourer II	$18.25	$18.25	$18.25	$18.25	$18.25
Maintenance Man (Recreation)	$18.40	$18.80	$19.25	$19.75	$20.45
Carpenter	$18.42	$18.82	$19.27	$19.77	$20.47
Mechanic	$19.09	$19.49	$19.94	$20.44	$21.14
Equipment Operator	$19.09	$19.49	$19.94	$20.44	$21.14
Recreation Facility Attendant	$15.88	$16.28	$16.73	$17.23	$17.93

LETTER OF UNDERSTANDING

The Parties agree that Doug Rogers is reclassified to Recreation Facility Attendant effective January 1, 2010.

The Parties also agree that John Jones will be paid the appropriate rate of Labourer II or Equipment Operator when working outside the dump.

SIGNED ON BEHALF OF
THE TOWN OF BAIE VERTE

Mayor Gerald Quinn

Angela Furey

Debbie Noble
Witness of above signatures

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1567

Charles Adams

Ron J. Bailey
Witness of above signatures

Dated this 19th day of May, 2010.

Memorandum of Understanding

This is to certify that agreement has been reached between the Town of Baie Verte and the Canadian Union of Public Employees, Local 1567 regarding amendments to the Collective Agreement as it relates to the following issues recently discussed at a meeting on November 6, 2008:

1. The parties agree that the Dump Monitor position will now become part of the Bargaining Unit. It will be included into the Labourer I job description. Salary scale will be as reflected in Appendix "A".

2. The parties agree that the Memorandum of Agreement dated February 16, 2004 is null and void. The Stadium Attendant position will now become part of the current Collective Agreement. Salary scale will be as reflected in Appendix "A".

3. The parties agree that the Labourer I and Labourer II positions listed in Appendix "A" are not correctly scaled. The scale should read:

Classification	1 Jan 2008	1 Jan 2009
Labourer I	$12.48	$12.83
Labourer II	$16.15	$16.50

This agreement is made in good faith by the undersigned.

Signed on behalf of
CUPE Local 1567

Witness

Debbie Noble

Date

Nov 20/08

Signed on behalf of
Town of Baie Verte

Witness

Debbie Noble

mw/cope491

MEMORANDUM OF AGREEMENT

Pension Plan

The parties agree that the issue of Pensions shall be revisited on a yearly basis for the life of the Collective Agreement with a view to the financial feasibility of implementing an agreeable pension plan

LETTER OF UNDERSTANDING

This is to certify that an agreement has been reached between the Town of Baie Verte and The Canadian Union of Public Employees Local 1567.

John Jones will be full time permanent employee effective January 1, 2014, at the classification rates he now holds.

SIGNED ON BEHALF OF
THE TOWN OF BAIE VERTE

Witness of above signatures

SIGNED ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1567

Witness of above signatures

Dated this 3rd day of Sept, 2014

LETTER OF UNDERSTANDING

Wage of the Labourer II classification shall be frozen until Labourer I classification reaches Labourer II. When this is achieved there will only be a position of Labourer.

SIGNED ON BEHALF OF
THE TOWN OF BAIE VERTE

SIGNED ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1567

Witness of above signatures

Witness of above signatures

Dated this 3rd day of Sept, 2014

LETTER OF UNDERSTANDING

This is to certify that an agreement has been reached between the Town of Baie Verte and The Canadian Union of public Employees Local 1567.

Maintenance/Operator will be entitled to Section 24:07 while supervising.

SIGNED ON BEHALF OF
THE TOWN OF BAIE VERTE

Witness of above signatures

SIGNED ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1567

Witness of above signatures

Dated this 3rd day of Sept, 2014

LETTER OF UNDERSTANDING

The Union supports the Town of Baie Verte "Social Media Policy"

Do not publish Town symbols or comments (positive or negative) about the Town, your fellow employees, management, council members, or your work with the Town in electronic forums such as e-mails, Facebook, chat rooms or bulletin boards.

Breach of this policy may result in discipline up to and including termination of employment.

SIGNED ON BEHALF OF
THE TOWN OF BAIE VERTE

Witness of above signatures

SIGNED ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1567

Witness of above signatures

Dated this 3rd day of Sept, 2014

LETTER OF UNDERSTANDING

This is to certify that an agreement has been reached between the Town of Baie Verte and The Canadian Union of Public Employees Local 1567.

It is agreed by both parties that the duration of the contract shall be from January 1, 2014, to December 31, 2017.

SIGNED ON BEHALF OF
THE TOWN OF BAIE VERTE

SIGNED ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1567

Witness of above signatures.

Witness of above signatures

Dated this 3rd day of Sept, 2014