

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE TOWN COUNCIL OF ROCKY HARBOUR**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 4350**

**January 1, 2013 – December 31, 2015**

## Table of Contents

<b>Article 1</b>	<b>Preamble</b> .....	4
<b>Article 2</b>	<b>Management Rights</b> .....	4
<b>Article 3</b>	<b>Recognition and Negotiations</b> .....	4
<b>Article 4</b>	<b>No Discrimination</b> .....	5
<b>Article 5</b>	<b>Union Membership Requirement</b> .....	5
<b>Article 6</b>	<b>Check-offs of Union Dues</b> .....	5
<b>Article 7</b>	<b>The Employer and the Union shall Acquaint New Employees</b> .....	6
<b>Article 8</b>	<b>Correspondence</b> .....	6
<b>Article 9</b>	<b>Labour Management Relations</b> .....	6
<b>Article 10</b>	<b>Grievance Procedure</b> .....	7
<b>Article 11</b>	<b>Arbitration</b> .....	10
<b>Article 12</b>	<b>Discharge, Suspension and Discipline</b> .....	11
<b>Article 13</b>	<b>Seniority</b> .....	13
<b>Article 14</b>	<b>Promotions and Staff Changes</b> .....	14
<b>Article 15</b>	<b>Layoffs and Recalls</b> .....	15
<b>Article 16</b>	<b>Hours of Work</b> .....	16
<b>Article 17</b>	<b>Overtime</b> .....	16
<b>Article 18</b>	<b>Holidays</b> .....	18
<b>Article 19</b>	<b>Vacations</b> .....	18
<b>Article 20</b>	<b>Sick Leave Provisions</b> .....	19
<b>Article 21</b>	<b>Leave of Absence</b> .....	21
<b>Article 22</b>	<b>Payment of Wages and Allowances</b> .....	22
<b>Article 23</b>	<b>Job Classification and Reclassification</b> .....	23
<b>Article 24</b>	<b>Safety and Health</b> .....	23
<b>Article 25</b>	<b>Job Security</b> .....	25
<b>Article 26</b>	<b>General</b> .....	25

**Article 27 Term of Agreement.....25**  
**Article 28 Severance Pay.....26**  
**Article 29 Definitions.....26**  
**Schedule A Wages.....28**  
**Letters of Understanding:**  
**Job Development Grants .....29**  
**Water Related Problems .....30**  
**Group Benefit Plan .....31**  
**Weekend Water Testing .....32**

## **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 and employment as outlined in this Collective Agreement;
- (3) to encourage efficiency in operation;
- (4) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

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 end 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.

## **Article 3 – Recognition and Negotiations**

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 4350 as the sole and exclusive collective bargaining agency for all of its employees, save and except Town Clerk, 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 matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02(a) 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 performing of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

### 3.02(b) Town Manager

Notwithstanding the above, the Union recognizes that during the term of this collective agreement, the Town of Rocky Harbour may employ a Town Manager. The Town Manager will be able to assist bargaining unit members when operationally necessary provided such assistance does not reduce the hours of work or pay of any bargaining unit employee.

### 3.03 No Other Agreements

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

## **Article 4 – No Discrimination**

### 4.01 Employer Shall Not Discriminate

The Employer and the Union agree 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 Membership Requirement**

### 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.

## **Article 6 – Check-off of 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

Monthly deductions shall be made and forwarded to the National Secretary-Treasurer Office, on a semi-annual basis, on January 15<sup>th</sup> and July 15<sup>th</sup> of each year.

## 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.

## **Article 8 - Correspondence**

### 8.01 Correspondence

- (a) All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from Council's Town Clerk and the National Representative of the Union, with a copy to the Steward designated by the members employed by the Town of Rocky Harbour.
- (b) CUPE shall notify the Town Clerk of Rocky Harbour of the name and address of the CUPE Representative or any changes in representation that may occur from time to time.

## **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 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 two (2) 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 rate 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, after receiving prior permission from the Employer.

#### 9.05 Time Off for Meetings

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

#### 9.06 Labour Management Committee

The Employer agrees that the current practice of one (1) representative of the Union being paid to attend the Council meetings for the purpose of discussing labour management and other issues.

### **Article 10 – Grievance Procedure**

#### 10.01 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 a steward, whose duties shall be to assist any employee which the Steward represents, in preparing and in presenting his/her grievance in accordance with the grievance procedure.

#### 10.02 Names of Stewards

The Union shall notify the Employer in writing of the name of the Steward before the Employer shall be required to recognize him/her.

#### 10.03 Permission to Leave Work

The Employer agrees that the steward shall not be hindered, coerced, restrained or interfered with in any way in the performance of his/her duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that the steward is employed by 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 from his/her supervisor, which permission shall not be unreasonable withheld.

Notwithstanding the above, the Union shall endeavour in all instances where possible to process grievances during non-working hours.

#### 10.04 Definition of Grievance

A grievance shall be defined as any difference or dispute regarding the interpretation, or application of this agreement.

#### 10.05 Settling of Grievances

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/her Steward within three (3) days of becoming aware of the occurrence of the grievance.

Step 2 – Within two (2) days of the Steward receiving the grievance the Steward shall notify the Employer of the grievance with a general outline of the nature of the grievance.

Step 3 – If the Steward considers the grievance to be justified the employee and the Steward shall seek to settle the dispute with the Employer within ten (10) working days of the notification to the Employer in Step 2.

Step 4 – The Employer shall have ten (10) working days after the expiration of the ten (10) day period outlined in Step 3 to render their decision.

Step 5 – Failing a satisfactory settlement being reached in Step 4, the Union may refer the dispute to arbitration within ten (10) working days of receiving the Employer's decision as outlined in Step 4.

#### 10.06 Policy Grievance

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

#### 10.07 Union May Institute Grievance

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

#### 10.08 Grievances on Safety

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

#### 10.09 Replies in Writing

Grievances, replies to grievances and notifications under this article shall be in writing at all stages.

#### 10.10 Facilities for Grievances

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

#### 10.11 Supplementary Agreements

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

#### 10.12 Time Limits

The time limits as set out in the grievance procedure may be varied by mutual consent of the parties.

#### 10.13 Technical Objections to Grievances

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

#### 10.14 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, Grievance Procedure. Steps 1, and 2 of the Grievance shall be omitted in such cases.

### **Article 11 - Arbitration**

#### 11.01 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 (2) nominees shall then meet to select an impartial chairperson.

#### 11.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Environment and Labour upon the request of either party.

#### 11.03 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.

#### 11.04 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.

#### 11.05 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.

#### 11.06 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.

#### 11.07 Amending of Time Limits

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

#### 11.08 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.

All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### 11.09 Provision for Single Arbitrator

The parties may mutually agree to the substitution of a single arbitrator for an Arbitration Board, in which event the foregoing provisions of this Article shall apply equally to a single arbitrator where reference is made to an Arbitration Board.

#### 11.10 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time spent in grievance meetings with the Employer and in arbitration proceedings.

### **Article 12 – Discharge, Suspension and Discipline**

#### 12.01 Warnings

Whenever it is deemed necessary to censure an employee in a matter 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/her 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 employee involved.

## 12.02 Discharge Procedure

An employee who has completed his/her probationary period may be dismissed but only for just and reasonable cause and only upon the authority of the Employer. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

## 12.03 Unjust Suspension or Discharge

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

## 12.04 Burden of Proof

In cases of discharge or discipline, the burden of proof and just cause shall rest with the Employer.

## 12.05 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.

## 12.06 Adverse Report

An employee shall be notified in writing of any expression of dissatisfaction concerning his/her 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/her record for use against him/her at any time.

The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

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

- (a) when two (2) years have elapsed since a suspension, provided there has been no recurrence of a similar and/or any other infraction.

- (b) when eighteen (18) months have elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar and/or other infraction.

#### 12.07 Access to Personnel Files

An employee should have access to his/her employment record when requested. Upon written request to the Employer, an employee shall have the right to view his/her personnel file. The employee may request copies of documents contained in the file and such requests shall not be unreasonably denied.

### **Article 13 - Seniority**

#### 13.01 Seniority Defined

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

#### 13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. 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.

#### 13.03 Probation of Newly Hired Employees

Newly hired employee(s) shall be on a probationary basis for a period of ninety (90) days worked 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 discrimination, as noted in Article 4, is claimed to be the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

#### 13.04 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 the Employer.

An employee shall only lose his seniority in the event:

- (1) He/She is discharged for just cause and is not reinstated.

- (2) He/She resigns in writing.
- (3) He/She is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (4) He/She fails to return to work within five (5) calendar days following a lay-off 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/She is laid off for a period longer than twelve (12) continuous months.

#### 13.05 Transfers and Seniority Outside Bargaining Unit

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

### **Article 14 – Promotions and Staff Changes**

#### 14.01 Job Postings

When a vacancy occurs or a new permanent position is created inside the bargaining unit, the Employer shall post notices of the position in the Employer's work depot, lunchrooms and on all bulletin boards erected for the purpose for a minimum of one (1) week, so that all members will know about the vacancy or new position.

#### 14.02 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.

#### 14.03 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 Rocky Harbour.

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

Both parties recognize:

- (1) the principle of promotion within the service of the Employer;

(2) that job opportunity should increase in proportion to 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 (3) weeks of posting.

#### 14.05 Trial Period

The successful applicant shall be placed on trial for a period of up to two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) 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/she shall be returned to his/her former position without loss of seniority, former wage or salary rate. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority, former wage or salary rate.

#### 14.06 Union Notification

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

#### 14.07 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 in new skills or ability to operate new equipment as required by the Town as a condition of employment.

### **Article 15 – Layoffs and Recalls**

#### 15.01 Job Security

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.

#### 15.02 Recall Procedure

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

#### 15.03 No New Employees

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

#### 15.04 Advance Notice of Lay-Off

Permanent employees shall receive ten (10) working days notice prior to effective date of lay-off. If the employee has not had the opportunity to work ten (10) days after notice of lay-Off, he/she shall be paid in lieu of work for that part of ten (10) days during which work was not available. Part-time and seasonal employees shall receive advance notice of lay-off in accordance with the provisions of the Labour Standards Act.

### **Article 16 – Hours of Work**

#### 16.01 Standard Daily Hours

The normal work day shall not commence before 8 a.m. nor finish later than 5:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours, with one (1) hour off for lunch.

Except hereinafter provided, the hours of work shall be:  
8:00 a.m. to 12:00 p.m.  
1:00 p.m. to 5:00 p.m.

Employees shall have the option of taking a reduced lunch hour of 30 minutes and finish the workday at 4:30 p.m.

#### 16.02 Standard of 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.

#### 16.03 Paid Rest or Relief Periods

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift.

### **Article 17 - Overtime**

#### 17.01 Overtime Defined

Employees from Monday to Friday may be requested to work up to eight (8) hours per day at straight time rates. Time and one half (1 ½) shall be paid to employees working beyond eight (8) hours in a workday.

Overtime rates of time and one half (1 ½) shall be paid for all hours worked in excess of forty (40) hours per week or Saturday, Sunday or holidays.

#### 17.02 Flex Hours

Between Monday and Friday employees may be requested to take time off during the regular workweek once an employee has reached forty (40) hours in any one week.

#### 17.03 Saturday and Sunday Work

Time and one-half (1 ½) shall apply for all hours worked on Saturday and Sunday.

#### 17.04 Overtime on Statutory Holiday

Time and one half (1 ½) 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.

#### 17.05 Meal Breaks

The Employer agrees to provide a one-hour meal break after every five (5) hours worked following the lunchtime meal break.

#### 17.06 Lay-off to Compensate for Overtime

Employees may be required to take time off during regular hours to equalize overtime worked during the regular workweek as expressed in Article 18.02.

#### 17.07 Overtime for Part-time Employees

Part-time employees shall work up to full time hours at straight time rates. All other overtime provisions shall be the same as expressed in this article for permanent employees.

#### 17.07 Call Back Pay Guarantee

An employee who is called in to work outside his/her normal working hours shall be paid for a minimum of three (3) hours at straight time rates from midnight Sunday night until midnight Friday night. Callback from midnight Friday night until midnight Sunday night shall be paid at three (3) hours time and one half (1½). Employees shall be paid for the time he/she leaves his/her home until such time as work is completed.

## **Article 18 - Holidays**

18.01 The Employer recognizes the following as paid holidays:

New Year's Day	St. Patrick's Day
Labour Day	Good Friday
Thanksgiving Day	St. George's Day
Remembrance Day	Commonwealth Day (May 24)
Christmas Day	Boxing Day
Memorial Day	Civic Holiday (or floater)

In addition to those holidays listed above, there shall be two (2) floating holidays. The scheduling of these two (2) floating holidays shall be agreed upon by the parties.

To qualify for such holidays the employee shall be available for work on the regular working day preceding and the regular working day following that holiday.

18.02 Compensation for Statutory Holidays Falling on Scheduled Day Off

When any of the aforementioned 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 19 - Vacations**

19.01 Length of Vacation

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

Less than one year	- $\frac{3}{4}$ working days for each month
One to five years	- two (2) weeks
Six to Eight years	- three (3) weeks
Nine to fourteen years	- four (4) weeks
Fifteen years until retirement	- five (5) weeks

19.02 Compensation for Holidays Falling Within Vacation Schedule

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

19.03 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.

#### 19.04 Preference in Vacations

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

#### 19.05 Vacation Schedule

Vacation schedules shall be posted by May 1<sup>st</sup> 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.

#### 19.06 Unbroken Vacation Period

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

#### 19.07 Part-time Workers, Vacation

All part-time workers will receive vacation pay entitlement every payday.

### **Article 20 – Sick Leave Provisions**

#### 20.01 Sick Leave Defined

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

#### 20.02 Annual Paid Sick Leave

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of 1½ days for each month an employee is employed.

#### 20.03 Maximum Accumulation of Annual Sick Leave

Sick leave may be accumulated up to and including one hundred and twenty (120) days.

#### 20.04 Illness in the Family

(a) 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/her needs, the employee shall be entitled after notifying his superior, to use a maximum of five (5) accumulated sick leave days per calendar year for this purpose.

- (b) For the purpose of this article immediate member of the family is defined as spouse or common-law equivalent, children, mother, father, or infirm relative living in the employee's home.

#### 20.05 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.

#### 20.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that he/she is unable to carry out his/her duties due to illness.

#### 20.07 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/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 lay-off.

#### 20.08 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 (15) days. This sick leave extension shall be repaid by the employee upon his/her return to duty through his/her normal monthly accumulation, but should he/she terminate his/her employment with the Employer the balance of sick leave extension shall be recovered by payroll deduction or other methods.

#### 20.09 Sick Leave Records

Immediately after the close of each calendar year, each employee may review the sick leave 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.

#### 20.10 Payment for Unused Sick Leave on Termination of Employment

An employee having accrued sick leave to his/her credit shall, on severance or retirement, receive a salary grant in lieu thereof equal to fifty (50%) per cent of 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.

## 20.11 Workers' Compensation Pay Supplement

- (a) All employees shall be covered by the Workers' Compensation Act.
- (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 the Employer's 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 21 – Leave of Absence**

### 21.01 Negotiation Pay Provision

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.

### 21.02 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.

### 21.03 Leave of Absence for Union Functions

Employees shall be granted leave of absence, not to exceed six (6) days per annum without pay or loss of seniority, upon request to the Employer, to represent the Union at Union sponsored functions.

### 21.04 Paid Bereavement Leave

An employee shall be granted a minimum of five (5) consecutive work days leave without loss of salary or wages for the purpose of attending any funeral in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law. Where the burial occurs outside the Province, such leave shall be five (5) consecutive workdays with pay.

### 21.05 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 as requested by the Employer as a condition of employment.

## 21.06 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. Subject to operational requirements of the Employer, such approval shall not be unreasonably withheld.

## **Article 22 – Payment of Wages and Allowances**

### 22.01 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 payday an employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

### 22.02 Equal Pay for Equal Worth

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

### 22.03 Pay on Temporary Transfer, Higher Rated Job

When an employee is required to perform temporary work in a classification paying a higher rate of pay than he/she is receiving at the time, he/she 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/her former rate of pay.

### 22.04 Pay of Temporary Transfer, Lower Rated Job

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

### 22.05 Vacation Pay

An employee may, upon giving at least three (3) days' notice, receive on the last office day preceding commencement of his/her annual vacation any pay cheques which may fall due during the period of vacation. Advance pay cheques shall be post dated and may not be cashed until regular payday.

### 22.06 Mileage Allowances

Employees when required by the Employer to use their own automobile for the Employer's business and travel on Employer's business shall be paid the prevailing Provincial Government Rate and travel provisions.

#### 22.07 Premium Pay

Employees while providing direction or supervision to other employees when required shall receive a ten-cent (\$0.10) per hour premium rate for acting in the role of lead hand.

#### 22.08 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/her job within the scope of their duties for the Employer.

#### 22.09 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.

### **Article 23 – Job Classification and Reclassification**

#### 23.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent.

#### 23.02 No Elimination of Present Classifications

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

#### 23.03 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 24 – Safety and Health**

#### 24.01 Co-operation on Safety

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

#### 24.02 Union - Employer Safety Committee

The Employer agrees to hold meetings with two (2) 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.

#### 24.03 Safety Measures

- (a) Safety hats and safety boots with steel toes shall be worn by all employees covered by this Agreement as required by Occupational Health & Safety Legislation and Regulations.
- (b) Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing.
- (c) The Employer agrees to provide to each employee three hundred dollars (\$300.00) annually to be used as an allowance for the purchase of steel toe boots, coveralls or rain gear.

#### 24.04 Injury Pay Provision

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.

#### 24.05 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.

#### 24.06 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.

#### 24.07 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.

#### 24.08 Sanitary Conditions

Where employees are required to be transported from one job site to another during the working day, they shall not be required to travel in a vehicle that is unsanitary or unhealthy.

#### 24.09 Excavation Work

Excavation work is to be done in compliance with Provincial Occupational Health and Safety Legislation and Regulations.

#### 24.10 Right to Refuse or Stop Unsafe Work

Employees have the right to refuse according to the Occupational Health & Safety Legislation and Regulations.

### **Article 25 – Job Security**

#### 25.01 Restrictions on Contracting Out

The Town agrees, in respect of work or services not currently contracted out, to endeavour to perform or carry out such work or services with their own employees and equipment wherever it can be so done in a reasonably efficient and cost effective manner. The Union recognizes the right of the Town to continue to contract out work or services currently being contracted out. If the Town decides to contract out work or services not currently being contracted out, they shall do so in such a manner as to not adversely affect the employment of bargaining unit members.

### **Article 26 - General**

#### 26.01 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 27 – Term of Agreement**

#### 27.01 Duration

This agreement shall be binding and come into effect from January 1, 2013 to December 31, 2015 and shall continue from year to year thereafter unless either party gives the other party notice in writing at least two (2) months prior to December 31, 2015 in that it desires its termination or amendment.

## 27.02 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.

## 27.03 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.

## 27.04 Agreements to Continue in Force

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

- (a) the notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- (b) both parties shall adhere 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.

## 27.05 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 28 – Severance Pay**

### 28.01 Severance Pay

Upon the death of an employee with five (5) or more years of service, the Employer agrees to pay to the employee's beneficiary severance equal to one week's pay for each year of service at the rate of the position last held to a maximum of \$5,000.00.

## **Article 29 - Definitions**

- (a) "Permanent Employee" means a person who has completed his/her probationary period and is employed without reference to any specific date of termination.
- (b) "Seasonal Employee" means a person who works up to full time hours for a defined seasonal period.

- (c) "Probationary Employee" means a person who has worked less than the prescribed probationary period.

SCHEDULE 'A'

WAGES

January 1, 2013 – December 31, 2013 - Utility Worker \$2.50/Seasonal Worker \$2.50/hour  
January 1, 2014 – December 31, 2014- NIL  
January 1, 2015 – December 31, 2015- NIL

<u>CLASSIFICATION</u>	<u>EFFECTIVE Jan. 1, 2013</u>	<u>EFFECTIVE Jan. 1, 2014</u>	<u>EFFECTIVE Jan. 1, 2015</u>
Utility Worker	\$18.82	\$18.82	\$18.82
Seasonal Labourer	\$16.69	\$16.69	\$16.69
Casual Labourer			
Part-time Office Asst.			

Letter of Agreement which is understood by the parties to form part of the Collective Agreement:

CUPE Local 4350 recognizes and supports the Town of Rocky Harbour in their efforts to apply for Job Development Grants. Grant employees may perform work for the Employer provided such work does not adversely effect the hours of work or pay of bargaining unit employees.

CUPE Local 4350 agrees that the current practice of citizens providing service to the Employer in lieu of paying tax bills may continue as long as such service does not adversely effect the hours of work or pay of bargaining unit employees.

Ms. Donna Ryan  
T/Representative  
Canadian Union of Public Employees  
Suite 17, Commerce Court  
50 Main Street  
Corner Brook, NL  
A2H 1C4

Dear Ms. Ryan:

This will confirm that employees are not responsible for any problems which may arise from the water (i.e. ecoli, etc.) while he is on lay-off.

Yours truly,

---

On behalf of the  
Town of Rocky Harbour

Ms. Donna Ryan  
National Representative  
Canadian Union of Public Employees  
Commerce Court  
17-50 Main Street  
Corner Brook, NL  
A2H 1C4

Dear Ms. Ryan:

The Employer agrees that they will check into the feasibility of having a group benefit plan for employees. In the event that this is not feasible, the Employer will, in lieu of providing a group benefit plan, pay the amount of \$850.00 per year for the life of the agreement to all employees who work six (6) months or more in the calendar year and who are enrolled in a benefit plan. Payments are effective 1 January 2004.

Yours truly,

---

On behalf of the  
Town of Rocky Harbour

Ms. Dawn Learning  
National Representative  
Canadian Union of Public Employees  
Commerce Court  
17-50 Main Street  
Corner Brook, NL  
A2H 1C4

Dear Ms. Learning:

The provisions of Article 17.07 shall be waived with respect to the scheduled weekend water test only and in the following manner:

Employees shall accumulate one (1) hour per day for performing the scheduled weekend water test and shall take that time off at a time mutually agreed upon between the employee and Employer; preferable during the week following the scheduled weekend water test.

Yours truly,

---

On behalf of the  
Town of Rocky Harbour

SIGNED ON BEHALF OF THE TOWN  
OF ROCKY HARBOUR

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4350

---

---

---

---

---

Witness to above signatures

---

Witness to above signatures

---

Donna Ryan  
National Representative

---

Witness to above signature

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.