

COLLECTIVE AGREEMENT

Between



CITY OF
Mount Pearl

THE CITY OF MOUNT PEARL

(Hereinafter called "The Employer") PARTY OF THE FIRST PART

And



**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2099**

(MOUNT PEARL MUNICIPAL WORKERS UNION)

(Hereinafter called "The Union") PARTY OF THE SECOND PART

EFFECTIVE JULY 1, 2022 TO JUNE 30, 2026



Canadian Office &
Professional Employees
ND/KT/Local #491

Table of Contents

LANDS ACKNOWLEDGEMENT	1
ARTICLE 1 - PREAMBLE.....	1
1.01 Purpose	1
1.02 Agreement	1
ARTICLE 2 - DEFINITIONS.....	1
ARTICLE 3 - MANAGEMENT RIGHTS	3
3.01 Management Rights.....	3
3.02 Not Discriminatory	3
ARTICLE 4 - RECOGNITION AND NEGOTIATIONS	3
4.01 Bargaining Unit	3
4.02 Work of the Bargaining Unit.....	4
4.03 Part-Time, Temporary, Casual, Permanent-Part-Time, or Seasonal Employees.....	4
4.04 No Other Agreement.....	4
ARTICLE 5 - NO DISCRIMINATION	4
5.01 Employer Shall Not Discriminate	4
5.02 Workplace Diversity and Inclusion	5
ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT	5
6.01 All Employees to be Members	5
6.02 Orientation - Union Opportunity	5
ARTICLE 7 - CHECK OFF OF UNION DUES	5
7.01 Check-Off Payment	5
7.02 Deductions.....	5
7.03 Dues Receipts	5
ARTICLE 8 - LABOUR MANAGEMENT RELATIONS	6
8.01 Representation	6
8.02 Union Bargaining Committee	6
8.03 Representative of CUPE National	6
8.04 Meeting of Committee.....	6
8.05 Time Off for Meeting	6
8.06 Technical Information.....	6
8.07 Labour Management Committee.....	7
ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE EMPLOYER.....	7
9.01 Employer Shall Notify the Union	7
9.02 Copies of Resolution.....	7
ARTICLE 10 - GRIEVANCE PROCEDURE.....	7
10.01 Recognition of Union Stewards and Grievance Committee	7
10.02 Permission to Leave Work	7
10.03 Definition of Grievance.....	8
10.04 Settling of Grievance.....	8
10.05 Policy Grievance.....	8
10.06 Union May Institute Grievance	9
10.07 Grievance on Safety	9
10.08 Replies in Writing.....	9
10.09 Facilities for Grievances.....	9
10.10 Mutually Agreed Changes.....	9
10.11 Failure to Act within Time Limits	9
10.12 Technical Objections to Grievances	9
ARTICLE 11 - ARBITRATION	10
11.01 Composition of Board of Arbitration	10
11.02 Failure to Appoint.....	10
11.03 Board Procedure.....	10
11.04 Decision of the Board.....	10
11.05 Disagreement on Decision	10
11.06 Expenses of the Board.....	10
11.07 Amending of Time Limits	11
11.08 Witnesses.....	11
11.09 Single Arbitrator	11
ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE.....	11

12.01	Warnings	11
12.02	Discharge Procedure	12
12.03	May Omit Grievance Steps	12
12.04	Unjust Suspension or Discharge	12
12.05	Crossing of Picket Lines During Strike	12
12.06	Access to Personnel File	12
ARTICLE 13 - SENIORITY	.....	12
13.01	Definition.....	12
13.02	Seniority List	13
13.03	Probation for Newly Hired Employees.....	13
13.04	Loss of Seniority	13
13.05	Transfers and Seniority Outside Bargaining Unit.....	14
13.06	Role of Seniority in the Day-to-Day Assignments	14
13.07	Accumulation of Employer Service.....	15
ARTICLE 14 - PROMOTIONS AND STAFF CHANGES	.....	15
14.01	Job Postings	15
14.02	Information in Postings	15
14.03	Advertising-Inside/Outside	15
14.04	Role of Seniority in Promotions and Transfers	15
14.05	Trial Period	16
14.06	Promotions Requiring Higher Qualifications.....	16
14.07	Union Notification.....	16
14.08	Worker with Disability Provision	16
14.09	Older Worker Provision.....	16
14.10	Job Training "C" Heavy Equipment Operator Training.....	16
14.11	Technological Change or New Method of Operation.....	17
ARTICLE 15 - LAYOFFS AND RECALLS	.....	17
15.01	Definition of Lay-off.....	17
15.02	Role of Seniority	17
15.03	Recall Procedure	18
15.04	No New Employees	19
15.05	Advance Notice of Lay-Off	19
15.06	Lay-offs/Recalls for Temporary Employment	19
15.07	Grievance on Lay-offs and Recalls	20
ARTICLE 16 - HOURS OF WORK	.....	20
16.01	Hours of Work/Work Week - Operations	20
16.02	Work Day/Work Week Finance/Planning/Inspections/Engineering and the Classification of Office Assistant.....	20
16.03	Work Day/Work Week- Recreation Facilities/Sites.....	21
16.04	Posting	23
16.05	Clean-Up/Change Period.....	23
16.06	Stand-By Duty Without Shift.....	23
16.07	Stand-By Duty While on Shift.....	23
16.08	Stand-By Procedures.....	24
16.09	Minimum Call Out	24
16.10	Stand-By/Call Out Pay	24
16.11	Rest Period.....	24
ARTICLE 17 - OVERTIME	.....	24
17.01	Overtime Defined.....	24
17.02	Overtime Work.....	25
17.03	Regular Day.....	25
17.04	Compensation for Work on the 6 th or 7 th Day Not Regularly Scheduled	25
17.05	Compensation for Work on Saturday or Sunday Not Regularly Scheduled	25
17.06	Holiday	25
17.07	Fraction of Hours	25
17.08	Calculating of Overtime Rates	25
17.09	Break.....	25
17.10	Payment for Meals.....	26
17.11	Sharing of Overtime	26
17.12	Overtime for Part-Time Employees.....	26
17.13	Accrual of Overtime	26

ARTICLE 18 - SHIFT WORK.....	27
18.01 Application of Shift Premium.....	27
18.02 Shift Premium.....	27
18.03 Shift Hours.....	27
18.04 Change Shifts.....	28
18.05 Days Off.....	28
18.06 Split Shifts.....	28
18.07 Double Shift.....	28
18.08 Rest Period.....	28
18.09 Rotation.....	28
18.10 Office Staff.....	29
18.11 Exceptions.....	29
18.12 Exceptions.....	29
18.13 Animal Control.....	29
ARTICLE 19 - HOLIDAYS.....	29
19.01 Holidays.....	29
19.02 Exceptions.....	30
19.03 Holidays - Part-Time Employees.....	30
ARTICLE 20 - VACATIONS.....	31
20.01 Length of Vacations.....	31
20.02 Seasonal, Part-time & Temporary Employees.....	31
20.03 Vacation Pay - Permanent Part-time Employees.....	32
20.04 Compensation for Holidays Falling Within Vacation Schedules.....	32
20.05 Vacation Period.....	32
20.06 Vacation Pay on Termination.....	32
20.07 Vacation Schedules.....	32
20.08 Call Back from Vacation.....	32
20.09 Approved Leave of Absence during Vacation.....	32
20.10 Overtime Vacation Rate.....	32
20.11 Vacation While on Workers' Compensation.....	33
ARTICLE 21 - SICK LEAVE.....	33
21.01 Sick Leave Defined.....	33
21.02 Annual Paid Sick Leave.....	33
21.03 Accumulation of Sick Leave and Severance Entitlement.....	33
21.04 Illness in the Family.....	33
21.05 Deductions from Sick Leave.....	33
21.06 Proof of Illness.....	34
21.07 Sick Leave During Lay-off.....	34
21.08 Extension of Sick Leave.....	34
21.09 Annual Employee Records.....	34
21.10 Payment for Unused Sick Leave on Termination of Employment.....	34
21.11 Notification of Sick Leave.....	35
21.12 Application of Sick Leave Provisions.....	35
ARTICLE 22 - LEAVE OF ABSENCE.....	35
22.01 Union Leave.....	35
22.02 Paid Bereavement.....	36
22.03 Pregnancy, Adoption & Parental Leave.....	36
22.04 Accrual of Benefits.....	37
22.05 Employer Payment of Employee Benefits During Pregnancy, Adoption, and Parental Leave..	37
22.06 Procedure upon Returning from Leave under this Article.....	37
22.07 Pension Plan Contributions.....	38
22.08 Personal Days.....	38
22.09 Time Off for Elections.....	39
22.10 Paid Jury or Court Witness Duty Leave.....	39
22.11 Education Leave.....	39
22.12 General Leave.....	39
ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES.....	39
23.01 Pay Days.....	39
23.02 Vacation Pay.....	40
23.03 Temporary Assignments.....	40
ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION.....	40

24.01	Job Descriptions	40
24.02	No Elimination of Present Classification.....	40
24.03	Job Evaluation Committee Structure.....	40
24.04	Job Evaluation Procedure for Changed Jobs	42
24.05	Job Evaluation Procedure for New Jobs	42
24.06	Settlement of Disagreements within the Job Evaluation Committee.....	43
24.07	Time Limits	44
ARTICLE 25	- EMPLOYEE BENEFIT PLANS	44
25.01	Joint Employee Benefit Plan Committee	44
25.02	Workers' Compensation Protection.....	44
25.03	Employee Benefit Plans.....	44
ARTICLE 26	- HEALTH AND SAFETY	48
26.01	Co-Operation on Safety	48
26.02	Return to Work Program	48
26.03	Occupational Health & Safety Committees	48
26.04	Occupational Health & Safety Pay Provisions.....	48
26.05	Safety Measures.....	49
26.06	No Disciplinary Action.....	49
26.07	Investigation of Accidents	49
26.08	Injury Pay Provisions	49
26.09	Transportation of Accident Victims.....	49
26.10	Pollution Control	49
26.11	First Aid Kits	49
26.12	Excavation Work.....	49
ARTICLE 27	- JOB SECURITY	50
27.01	Restrictions on Contracting Out	50
27.02	Inclement Weather.....	50
ARTICLE 28	- ALLOWANCES	50
28.01	Clothing	50
28.02	Lockers.....	53
28.03	Allowance for Tools	53
ARTICLE 29	- AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION	53
29.01	Amalgamation, Regionalization and Merger Protection.....	53
ARTICLE 30	- ACQUIRED RIGHTS	54
30.01	Continuation of Acquired Rights.....	54
ARTICLE 31	- GENERAL CONDITIONS	54
31.01	Plural May Apply.....	54
31.02	Bulletin Boards.....	54
31.03	Copies of Agreement	54
31.04	Strikes and Lockouts.....	55
31.05	Designation of Supervisor.....	55
ARTICLE 32	- DURATION OF THE AGREEMENT	55
32.01	Duration.....	55
32.02	Changes in Agreement	55
32.03	Notice of Changes	55
32.04	Agreement to Continue in Force	55
32.05	Retroactive Pay for Terminated Employees.....	56
32.06	Retroactivity.....	56
SCHEDULE "A"	- Wage Table.....	57
SCHEDULE "B"	- Wage Table.....	59
SCHEDULE "C"	- Management.....	60
SCHEDULE "D"	.....	61
	Heavy Equipment Operator Apprenticeship Training Program as per Article 14.10.....	61
SCHEDULE "E"	.....	64
	Job Evaluation Appeal Procedures	64
MEMORANDUMS OF UNDERSTANDING	.....	67
NUMBER ONE	- GRANT WORKERS.....	67
NUMBER TWO	- FLEX HOURS	68
NUMBER THREE	- CONTRACTING IN.....	69
NUMBER FOUR	- EARLY PENSION RETIREMENT PENALTY REDUCTION PROGRAM.....	72

NUMBER FIVE - TEMPORARY LEAVE OF ABSENCE – DEPARTMENT OF COMMUNITY DEVELOPMENT.....	73
LETTER OF UNDERSTANDING #1.....	74
LETTER OF UNDERSTANDING #2.....	75
LETTER OF UNDERSTANDING #3.....	76
GROUP BENEFIT PLAN.....	78
BLENDED PENSION PLAN DESCRIPTION.....	79
ELIGIBILITY GUIDELINES FOR ENTRANCE IN THE GROUP BENEFIT AND LONG-TERM DISABILITY	79

LANDS ACKNOWLEDGEMENT

We respectfully acknowledge the province of Newfoundland and Labrador as the ancestral homelands of many diverse populations of Indigenous peoples including the Beothuk, who have contributed to 9,000 years of history on the island of Newfoundland. Today, this province is home to diverse populations of Indigenous and other people. We acknowledge with respect the diverse histories and cultures of the Mi'kmaq, Innu, and Inuit. We honor this beautiful land together as we strive for collective healing and true reconciliation.

ARTICLE 1 - PREAMBLE

1.01 Purpose

It is the purpose of both parties to this agreement:

- A) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- B) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc;
- C) To encourage efficiency in operations;
- D) To promote the morale, well-being, and security of all employees in the Bargaining Unit of the Union;
- E) To foster an environment of mutual respect for all employees.

1.02 Agreement

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.

ARTICLE 2 - DEFINITIONS

2.01 Definitions

For the purpose of this Agreement, the following terms shall have the meaning hereinafter ascribed to them and no other:

- A) "Anniversary" - Anniversary is defined to be a period of twelve (12) months of accumulated employer service for the purposes of determining vacation in accordance with Article 20.
- B) "Call-Out" means any period of time, outside scheduled working hours and not contiguous with the start or end of a scheduled shift, which an employee is required to work.
- C) "Classification" means the identification of a position by reference to a class/Job

title and hourly rate as outlined in Schedule "A" and Schedule "B".

- D) "Employer Service" means the accumulation of regular time worked or credited in respect of time away from work where this agreement specifies that Employer service will be accumulated, in the Bargaining Unit.
- E) "Employment Status" means the assignment of employees in one of the following categories - permanent, permanent part-time, seasonal, part-time, temporary or casual.
- F) "Overtime" means all time worked before or after the regular work day and the regular work week, or a holiday.
- G) "Normal classification" means the classification obtained by an employee through the hiring/posting process.
- H) "Part-time employee" means any employee within the Bargaining Unit who normally works less than the number of hours constituting a full day's employment or less than the full number of days constituting a full week's employment.
- I) "Permanent employee" means any employee within the Bargaining Unit, who has been awarded the position through a posting stating that the position is a permanent position, and who has completed the probationary period and is employed on a full-time basis without reference to any specified date of termination.
- J) "Permanent part-time employee" means any employee who works an average of twenty-five (25) regular hours or more per week during the calendar year and who maintains such an average on a year-to-year basis and who does not meet the definition of "seasonal employee".
- K) "Position" means the duties and responsibilities designated by the Director or their designate, to be performed by the employee as outlined in Schedule "A" and Schedule "B".
- L) "Probationary employee" means any employee within the Bargaining Unit who has worked less than the prescribed probationary period.
- M) "Seasonal employee" means any employee within the Bargaining Unit whose services are of a seasonal and recurring nature and includes employees who are subject to periodic reassignment in various classifications.
- N) "Seniority" means, for those employees who have completed the probationary period post July 1, 2018, a seniority number will be assigned based on date of hire.
- O) "Stand-by" means any period of time during which, on the instruction of the applicable Director, an employee is required to be immediately available for work.
- P) "Temporary employee" means any employee within the Bargaining Unit who is

employed for a specific period for the purpose of performing certain specified work and whose employment may be terminated at the end of such period or on the completion of such work.

- Q) "Work Day" means the number of hours per day as established by this Agreement and set forth in Article 16.
- R) "Work Week" means the number of hours per week as established by this Agreement and set forth in Article 16.
- S) "Casual Employee" means an employee who is not scheduled on a weekly basis and who is called in to perform certain specified work and whose employment may be terminated at the end of such period, or on the completion of such work.
 - 1. Casual Employees in Infrastructure and Public Works shall only be used during the winter operations period (2nd week of November to the 2nd week in April) in the Equipment Operator classification for the purpose of operating equipment and after all Equipment Operators have been given the opportunity to work extra hours.
 - 2. Casual Employees in all other departments will be employed as per past practice and procedure.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 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 are limited by this Agreement shall be decided through the grievance and arbitration procedure.

3.02 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 any present employee of employment, except through just cause.

ARTICLE 4 - RECOGNITION AND NEGOTIATIONS

4.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2099 as the sole and exclusive collective bargaining agent for all the employees, save and except employees filling those classifications listed in Schedule "C" of this Agreement.

The Employer 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 difference that may arise

between them.

The Union recognizes the Employer's right to edit, add, and delete the non-bargaining unit positions in Schedule "C" throughout the life of the Collective Agreement, subject to this Article.

The Employer shall meet with the Union prior to creating non-bargaining unit positions to discuss the position, provide the job description, and consider any concerns the Union may present. Further, the Employer shall meet with the Union prior to revising non-bargaining unit positions to discuss the affected position(s), provide the job description, and to consider any concerns the Union may present, if the revisions affect bargaining unit work and/or bargaining unit positions.

If the Union disagrees with the Employer's decision to create, revise, or delete a non-bargaining unit position the matter may be referred by either party to the Newfoundland and Labrador Labour Relations Board for resolution.

For any other dispute arising from this Article, or if the Board declines jurisdiction, the dispute resolution mechanism shall be the grievance and arbitration procedure in accordance with the terms of this Collective Agreement.

4.02 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 in cases mutually agreed upon by the parties.

4.03 Part-Time, Temporary, Casual, Permanent-Part-Time, or Seasonal Employees

This Agreement is fully applicable to all part-time, temporary, casual, permanent part-time, or seasonal employees on a pro-rata basis unless otherwise specified.

4.04 No Other Agreement

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

ARTICLE 5 - NO DISCRIMINATION

5.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason as outlined in the Human Rights Act nor by reason of membership or activity in the Union.

5.02 Workplace Diversity and Inclusion

The parties agree to promote workplace diversity and inclusion and, where appropriate, work together to facilitate the implementation of policies and practices that are inclusive and non-discriminatory in nature and effect, and which are consistent with the terms and conditions of the Collective Agreement.

ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT

6.01 All Employees to be Members

All employees of the Employer, except for employees filling classifications in Schedule "C", as a condition of continued employment, shall become and remain members in good standing of the Union. All new employees filling classifications as listed in Schedule "A" and Schedule "B" of this Agreement, shall, as a condition of continued employment, become and remain members in good standing in the Union on the day they are hired.

6.02 Orientation - Union Opportunity

Subject to the approval of the applicable Manager for an employee to be away from their workplace, a designated Union representative shall be provided with an opportunity to meet with each new unionized employee during the orientation process. Such a meeting will be held during regular working hours, without loss of pay, and will be for a maximum duration of thirty (30) minutes. The purpose of this meeting will be to acquaint each new employee with the terms and conditions of the collective agreement. Whenever possible, such meetings will take place on a group basis during the orientation process for new employees.

ARTICLE 7 - CHECK OFF OF UNION DUES

7.01 Check-Off Payment

The Employer shall deduct dues, initiation fees or assessments from each employee, specified as a percentage of an hourly rate or a specified dollar amount or a combination of both, as requested in writing from the union.

7.02 Deductions

Deductions made from Union employees shall be forwarded to the Canadian Union of Public Employees, Local 2099, together with a list of addresses, employment status, classifications and employer service of all Union employees on a monthly basis. A list of addresses and classifications of all union members shall be provided to CUPE Local 2099 upon their written request.

7.03 Dues Receipts

The Employer shall include the amount of union dues deducted from each union member on employee's annual T4 slips.

ARTICLE 8 - LABOUR MANAGEMENT RELATIONS

8.01 Representation

The Employer shall not bargain with or enter into any agreements or meetings with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

8.02 Union Bargaining Committee

A Union Bargaining Committee shall have a maximum of six (6) members, no more than five (5) of whom are employees of the City. The Union will advise the Employer of the Union nominees to the Committee.

8.03 Representative of CUPE National

The Union shall have the right at any time to have the assistance of National Representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. The representative(s) or local executive shall notify the Chief Administrative Officer (CAO) or the CAO's designate and the CAO or the CAO's designate may accompany such Union representative(s).

8.04 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.

8.05 Time Off for Meeting

Any representative of the Union on the Bargaining Committee who is in the employ of the Employer, shall have the right to attend collective bargaining meetings, with the Employer, held within working hours without loss of remuneration.

8.06 Technical Information

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, classifications in the Bargaining Unit, wage rates, financial and actuarial information pertaining to pension and group benefit programs and all other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining purposes.

8.07 Labour Management Committee

The Union and Employer jointly agree to establish a Labour Management Committee with equal representation. The Committee will discuss matters affecting the parties to this Agreement that cannot be dealt with through existing Collective Agreement Committees. A Sub-Committee may also be struck, with equal representation, to deal with issues. Monthly meetings will be held on a date and time to be mutually agreed upon during regular business hours. Representatives of the union who are required to attend meetings outside their normal scheduled shift shall be paid for the time they are involved in such meetings at straight time rates. Minutes of meetings will be made available to the Union within one (1) week after meeting dates. The Union will inform the Committee's Recording Secretary of items it wishes to place on the agenda and the Employer will notify the Union President on the Friday prior to the meeting. Special meetings will be held as soon as possible, if mutually agreed.

ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

9.01 Employer Shall Notify the Union

The Employer agrees that any Council decisions dealing with conditions of employment which affect employees within the Bargaining Unit shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, speak to them before they are implemented or reviewed by Council.

9.02 Copies of Resolution

Copies of all Council Minutes, Public Notices or Resolutions which are not designated as "Privileged", and all By-Laws or Rules and Regulations will be available on the City's website.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards in preparing and presenting employee's grievances in accordance with the grievance procedure.

10.02 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. It is agreed that Shop Stewards will not absent themselves from their place of work for the purpose of processing grievances through the steps of the grievance procedure, without having first obtained the permission of the Manager of the Shop Steward concerned, such permission will not be unreasonably withheld. Union Representatives acting in their respective capacities shall not suffer any loss of pay or benefits for time spent processing grievances through

the grievance procedure.

10.03 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement.

10.04 Settling of Grievance

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

- Step 1:** The aggrieved employee(s) will submit the grievance to the employee's Steward. If the employee's Steward is absent, the employee may submit the grievance to another Steward and/or another member of the Grievance Committee. At each step of the Grievance procedure, the Griever shall have the right to be present.
- Step 2:** If the Steward and/or the Grievance Committee consider the grievance to be justified, the Steward or the Committee will first seek to settle the dispute with the employee's Supervisor within ten (10) working days of the occurrence of the matter giving rise to the grievance.
- Step 3:** Failing satisfactory settlement within three (3) working days after the dispute was submitted under Step 2, the Steward will, within a further five (5) working days, submit to the Director a written statement of the particulars of the grievance and the redress sought. The Director shall render a decision within five (5) working days after receipt of such notice.
- Step 4:** Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 3, the Steward will, within a further ten (10) working days, submit to the CAO a written statement of the particulars of the grievance and the redress sought. The CAO shall render a decision within ten (10) working days after receipt of such notice.

Note: The parties may mutually agree to non-binding mediation, the expenses of which will be borne equally by both parties. Mediation will be at all times by voluntary participation.

- Step 5:** Failing a satisfactory settlement being reached in Step 4, the Union or the Employer may refer the dispute to arbitration.

For the purpose of Article 10, working days shall mean Monday to Friday, inclusive, with the exception of holidays recognized in this agreement.

10.05 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 and

2 of this Article may be by-passed.

10.06 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 2.

10.07 Grievance on Safety

An employee, or group of employees, who believe the work is unsafe and who have followed the Occupational Health and Safety Procedure for reporting unsafe work shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

10.08 Replies in Writing

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

10.09 Facilities for Grievances

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

10.10 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

10.11 Failure to Act within Time Limits

If the Union or the Employer fails to process a grievance to the next step of the grievance procedure within the time limits specified, notwithstanding Article 11.07, the Arbitration Board or Arbitrator, as the case may be, shall give consideration as to whether the time limits have been reasonably adhered to and may adjust the award accordingly.

10.12 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the arbitrator deems just and equitable.

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, letter, or email, addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter, the other party shall answer by Registered Mail, letter, or email, 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 party receiving the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister responsible for labour relations within the Province of Newfoundland and Labrador, upon request of either party.

11.03 Board Procedure

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representation. In its attempts at justice, the Board shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time the Chairperson 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 Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding, and enforceable on all parties, and may not be changed. The Board of Arbitration shall not 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 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 Chairperson of the Board within forty-five (45) days of the date of the decision to reconvene the Board to clarify the decision. The Board shall render its interpretation/clarification as soon as possible after the reconvened hearing.

11.06 Expenses of the Board

Each party shall pay:

- A) The fees and expenses of the nominee it appoints;

B) One-half (1/2) of the fees and expenses of the Chairperson.

11.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

11.08 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any 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 Single Arbitrator

Where the parties mutually agree, a sole Arbitrator may be appointed in place of a Board of Arbitration. The sole Arbitrator shall have all the rights and powers of a Board of Arbitration appointed under this Article. Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Warnings

Whenever the Employer deems it 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 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.

If the Employer is unable to deal with or investigate such an incident within five (5) working days of it being brought to the attention of the Director and/or their designate, the employee will be notified in writing that the issue is not resolved. In no instance will the investigation take more than twenty (20) working days unless there is mutual written consent between the Employer and the Union. However, the Employer will endeavour to deal with such issues in an expedient manner.

The record of an employee shall not be used against the employee at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse report.

The employee shall be responsible to request that any such documents be removed and written confirmation as such shall be provided to the employee.

12.02 Discharge Procedure

An employee may be dismissed but only for just and reasonable cause and only upon the authority of the Employer. A Director may suspend an employee within the Department but shall immediately report such action to the Employer. When an employee is discharged or suspended, the employee shall be given the reason in the presence of the employee's Steward. Such employee and the Union shall be advised promptly in writing by the CAO or designate of the reason for such discharge or suspension.

12.03 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 10 - Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

12.04 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 the former classification without loss of employer service and shall be compensated for all time lost in an amount equal to the normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

12.05 Crossing of Picket Lines During Strike

In the event that any other employees of the Employer engage in a legal strike or where employees in a labour dispute engage in a legal strike and maintain legal picket lines, the employees covered by this Agreement shall have the right to refuse to cross such legal picket lines. Failure to cross such a legal 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 Access to Personnel File

Upon the written request to the Manager of Human Resources, employees shall have the right to have access to and review their personnel file in the presence of a management person from within the human resources division.

ARTICLE 13 - SENIORITY

13.01 Definition

Seniority shall operate on a bargaining unit wide basis as set out herein.

Seniority shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs, recalls and vacation (vacations occurring between May 1 and

October 31 each year.

When more than one (1) employee is hired on the same day, seniority shall be assigned alphabetically based on their name, surname then first name, as it appears on their application form.

13.02 Seniority List

The Employer shall maintain a seniority list showing the employee's seniority number, employment status, classification, and the length of employer service accumulated with the City of Mount Pearl expressed in total years, months, days and hours (based on regular hours). The seniority list shall be posted on bulletin boards on January 1st and July 1st of each year and copied to the Union.

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

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

13.03 Probation for Newly Hired Employees

Newly-hired employee(s) shall be on probation for a period of three (3) months (520 hours for 40 hour employees or 487.5 hours for 37½ hour employees) from the date of hiring and such period may be extended by mutual agreement. Part-time, temporary, and permanent part-time employees shall be on probation for a period of 480 hours of work and such period may be extended by mutual agreement.

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 5.01, as the basis of termination. Employees will be assigned a seniority number upon date of hire.

13.04 Loss of Seniority

An employee shall lose seniority and deemed to have severed employment in the event:

- A) The employee is discharged for just cause and is not reinstated.
- B) The employee resigns in writing and does not withdraw the resignation within two (2) working days.
- C) The employee 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.

- D) The employee fails to return to work within seven (7) calendar days following a recall and after being notified by Registered Mail to the last known address to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
- E) The employee is laid off for a period longer than two (2) years.
- F) The employee is permanently disabled and is unable to perform work duties.
- G) The employee retires.
- H) The employee is occupying a non-bargaining classification in excess of five (5) years.

13.05 Transfers and Seniority Outside Bargaining Unit

- A) No employee shall be transferred to a classification outside the Bargaining Unit without the employee's consent.
- B) If an employee is transferred to a permanent classification outside of the Bargaining Unit, the employee shall retain their seniority number.
- C) Employees transferred outside the Bargaining Unit to a permanent classification can only return to the Bargaining Unit by applying for a posted classification and being awarded such a classification unless otherwise specified.
- D) Employees transferred to a permanent classification outside the Bargaining Unit and dismissed for just cause cannot return to the Bargaining Unit.
- E) Any employee who accepts a permanent classification outside the Bargaining Unit for a period of five (5) years shall lose their seniority number referenced in 13.05 B).
- F) Any employee temporarily appointed to a management classification outside the Bargaining Unit shall retain their seniority number. The employee will revert to their former classification in the Bargaining Unit upon completion of their temporary assignment outside the Bargaining Unit. Employees temporarily appointed outside the Bargaining Unit will only have access to the grievance procedure for disciplinary and dismissal procedures.

13.06 Role of Seniority in the Day-to-Day Assignments

Seniority shall not play a role in the day-to-day assignment of duties, provided that at the moment of assignment the employee with the greatest seniority is already assigned elsewhere, then the available employee with the greatest seniority shall be assigned, provided the employee has the ability and qualifications to perform the duties available.

13.07 Accumulation of Employer Service

Employer Service shall continue to accumulate for workers compensation, long-term disability, sick leave and other leaves as stipulated within the collective agreement. While on probation, employer service shall continue to accumulate for unpaid leave of absence (for medical reasons) to a maximum period of six (6) months from the date of initial absence for medical reasons subject to the continued provision of a medical certificate. Employer service shall not accumulate while on lay-off.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a vacancy occurs or a new classification is created, either inside or outside of the Bargaining Unit, the Employer shall notify the Union in writing and post the job posting on the City's website and in prominent locations in the City's facilities for a minimum of one (1) week, so that all members will know about the vacancy or new classification.

When the Employer is advised, in writing, that an employee is not able to fill their normal classification due to sick leave, long-term disability, workers' compensation, or an approved leave of absence for a period in excess of eight (8) weeks, the Employer, prior to filling the classification, will post such a classification.

14.02 Information in Postings

Such notice shall contain the following information: nature of classification, duties, qualifications, shift, hours of work, wage rate or salary range. Such qualifications shall not be established in an arbitrary or discriminatory manner.

14.03 Advertising-Inside/Outside

- A) No outside advertising for additional employees shall be placed until present employees have had a full opportunity to apply. Notwithstanding the foregoing, advertising for the purpose of filling vacancies or new classifications outside the bargaining unit, may be posted simultaneously with posting under Article 14.01.
- B) In the event of internal job postings and external advertising occurring simultaneously, the Employer agrees that all internal applicants will be advised of the outcome of their application prior to the processing of the applications for external applicants. All union members with more seniority than the successful applicant who applied for such classifications and are unsuccessful shall be provided in writing, upon written request by the union member, with the reasons for the applicant's failure to acquire such classifications.

14.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- A) The principle of promotion within the employ of the City of Mount Pearl;

- B) That job opportunity should increase in proportion to seniority.

Therefore, in making staff changes, transfers or promotions within the bargaining unit, appointment shall be made of the applicant with the lowest seniority number and having ability, sufficient qualifications. Appointments from within the Bargaining Unit shall be made within four (4) weeks of posting.

14.05 Trial Period

The successful applicant shall be placed on trial for a period of five (5) months and such period may be extended by mutual agreement. Conditional on satisfactory performance service, the employee shall be declared permanent after the period of five (5) months. In the event the successful applicant proves unsatisfactory in the classification during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former classification, wage or salary rate. Any other employee promoted or transferred because of the rearrangement of classifications shall also be returned to the former classification, wage or salary rate.

14.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualifications prior to filling of a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time and revert to the former classification if the required qualifications are not met within such time.

14.07 Union Notification

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

14.08 Worker with Disability Provision

An employee who has become incapacitated by injury or illness shall be employed in other work which the employee can do, if such a classification is available. Such employees may not displace an employee with greater seniority.

14.09 Older Worker Provision

An employee, who, through advancing years or temporary disablement, is unable to perform regular duties, shall be employed in other work that the employee can do, provided such work is available. Such employee may not displace an employee with greater seniority.

14.10 Job Training "C" Heavy Equipment Operator Training

- A) An employee who participates in employer required training, which is taken on employee's own time, shall be compensated with equal time off for all time spent in training.

- B) The Employer may, at its discretion, inaugurate and maintain a system of "on the job" training so that every employee shall have the opportunity of receiving training and qualifying for promotion in the event of a vacancy arising to the next senior classification. Accordingly, senior employees shall be allowed regular opportunities to learn the work of such classifications during the regular working hours by arranging with interested employees to exchange classifications for temporary periods, without affecting the rate of pay of employees concerned.
- C) Heavy Equipment Operator Training - The City will provide training for employees at the rate of one (1) or more employee(s) per contract year under the Heavy Equipment Apprenticeship Training Program as per Schedule "D".

14.11 Technological Change or New Method of Operation

In the event of technology changes which will have the effect of or new method of operation which will have the effect of reducing the existing current work force, the employer will endeavour to provide training opportunities for the affected employees, provided job opportunities exist within the City's work force.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 Definition of Lay-off

A lay-off shall be defined as a reduction in the work force.

15.02 Role of Seniority

A) Role of Seniority in Lay-Off

Both parties recognize that job security shall increase in proportion to seniority.

In the event of lay off, employees shall be laid off in reverse order of their seniority within their specified employment status (i.e., permanent, permanent part-time, seasonal, part-time, temporary and casual), provided that those being retained have the ability and sufficient qualifications to perform the work required.

B) Role of Seniority in Exercise of Bumping Right

After giving notice of lay-off, an employee must give written notice of their intent to bump and the identity of the employee to be bumped within five (5) working days of receiving a notice of lay-off. In all circumstances, all bumps must be completed within the timeframe of the original lay-off notice. The timeframe may be extended by mutual agreement.

Casual, temporary, part-time, seasonal or permanent part-time employees shall be laid off before any permanent employees are laid off provided that the permanent employees retained have ability and sufficient qualifications to perform the work required.

A permanent or permanent part-time employee affected by a lay-off shall have the right to bump any other employee who has less seniority, provided the employee has the ability and sufficient qualifications to perform the work required.

A seasonal employee affected by a lay-off shall only have the right to bump any other seasonal, part-time or temporary employee who has less seniority, provided the employee has the ability and sufficient qualifications to perform the work required.

A part-time employee affected by a lay-off shall only have the right to bump any other part-time or temporary employee who has less seniority, provided the employee has the ability and sufficient qualifications to perform the work required.

A temporary employee affected by a lay-off shall only have the right to bump any other temporary employee who has less seniority, provided the employee has the ability and sufficient qualifications to perform the work required.

A casual employee affected by a lay-off shall only have the right to bump any other casual employee who has less seniority, provided the employee has the ability and sufficient qualifications to perform the work required.

An employee who bumps another employee with permanent part-time status will be required to identify the employee to be bumped and will be eligible to work the balance of the hours scheduled for that employee. The employee exercising the right to bump will be eligible for additional hours in any new schedule to be posted in accordance with Article 16.03 B).

15.03 Recall Procedure

- A) Employees shall be recalled first in the order of their seniority within their specified employment status at time of layoff and thereafter in order of their seniority provided that those employees being recalled have the ability and sufficient qualifications to perform the work required.
- B) Employees who exercise the right to bump under Article 15.02 B) will retain the right to be recalled to their normal classification, which is obtained through the hiring/posting process prior to the posting of the position, for a maximum period of twenty-four (24) months from the date of the initial bump.
- C) When an employee is recalled to work in accordance with Article 15, the employee shall advise the Employer at the time of initial contact of the date they are available to return to work within the seven (7) day recall period referenced in Clause 13.04 D).
- D) When an employee is unable to answer a recall as a result of illness or injury, they shall continue to accumulate employer service subject to a maximum period of six (6) months with the provision of an acceptable medical certificate.

15.04 No New Employees

New employee(s) shall not be hired until those laid off have been given an opportunity of recall provided that those employees being recalled have the ability and sufficient qualifications to perform the work required.

15.05 Advance Notice of Lay-Off

Unless legislation is more favourable to the employees, the Employer shall:

- A) Notify seasonal employees who are to be laid off ten (10) working days prior to the effective date of lay-off.
- B) Notify permanent employees who are to be laid off one (1) month prior to the effective date of lay-off.

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

15.06 Lay-offs/Recalls for Temporary Employment

- A) No lay-off notice will be required for employees recalled to work for periods of time of two (2) weeks or less in duration, when the lay-off notice is included in the recall notice. An employee who refuses temporary employment for periods of short duration shall not lose the right of recall if they refuse because of illness, accompanied by a medical certificate, or refuse a recall to a classification other than their normal classification.
- B) Recalls for the purpose of replacing employees who are unable to perform their duties due to illness, workers' compensation, long-term disability, or approved leave of absence will be subject to a minimum recall period of one (1) day. All other recalls will be subject to a minimum recall period of one (1) week.
- C) In the event of lay-offs and recalls, the Employer will endeavour to recall and/or lay off employees so that their employment insurance benefits are not adversely affected.
- D) It is the responsibility of the employee to ensure that their current address is reported to the Employer.
- E) In the event there is a need to recall, the applicable procedure set out in Article 15.03 or 15.06 will be applied, but where the City has an immediate need to recall an employee and the senior employee is not able to be contacted by telephone, or for just cause is not immediately available to report to work, the Employer may recall the first available, qualified person next on the seniority list. The most senior qualified employee who was not available or could not be reached will then replace the employee who reported immediately upon their availability for the duration of the leave and/or the extension of the specified period.

15.07 Grievance on Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 16 - HOURS OF WORK

16.01 Hours of Work/Work Week - Operations

A) Hours of Work

Except as hereinafter provided, the regular work day shall not commence before 8:00 a.m. nor finish later than 4:30 p.m. No eight (8) hour shift shall be spread over a period longer than eight and one-half (8½) hours, with one-half (½) hour off for lunch. Except hereinafter provided, the hours of work shall be:

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

B) Work Week

Except as hereinafter provided, the regular work week shall consist of five (5) days from Monday to Friday, inclusive, for a total of forty (40) hours per week.

16.02 Work Day/Work Week Finance/Planning/Inspections/Engineering and the Classification of Office Assistant

A) Work Day - Full Time Employees

The regular work day for office, engineering, planning, and inspection employees shall not commence before 8:00 a.m. nor finish later than 4:00 p.m., except as follows if mutually agreed between the Employee and the Supervisor:

City Hall Front Counter(s) 0800hrs to 2000hrs Monday to Thursday
0800hrs to 1600hrs Friday

No seven and one-half (7½) hour shift shall be spread over a period longer than eight (8) hours, with one-half (½) hour off for lunch.

B) Work Day - Part Time Employees

City Hall Front Counter(s) 0800hrs to 2000hrs Monday to Thursday
0800hrs to 1600hrs Friday

C) Work Week

The regular work week for full time office, engineering, planning, and inspection employees shall consist of five (5) seven and one-half (7½) hour days from Monday to Friday, inclusive.

16.03 Work Day/Work Week- Recreation Facilities/Sites

A) Permanent Full-Time Employees

The regular work day for full-time personnel shall be eight (8) hours per day, forty (40) hours per week, exclusive of meal breaks and such regular hours may be scheduled between 5:00 a.m. and 12:00 a.m. seven (7) days per week. Full-time employees shall not be subject to split shifts. The normal days of work shall be either five (5) days per week or four (4) days in one (1) week and six (6) days in the alternate week.

B) Permanent Part-Time Employees

The regular work day shall not exceed eight (8) hours per day, a minimum of twenty-five hours (25) hours per week, exclusive of meal breaks and such regular hours may be scheduled between 5:00 a.m. and 3:00 a.m. seven (7) days per week. The normal days of work shall be a combination that provides for at least one (1) day off every seven (7) days. Work in excess of forty (40) hours per week will be paid at a rate of time and one-half.

C) Part-Time Employees

The regular work day shall not commence before 5:00 a.m. nor finish later than 3:00 a.m. The regular work week may be any combination of days or hours not to exceed eight (8) hours per day, forty (40) hours per week.

Employees according to their respective seniority will be scheduled the most hours available, up to eight (8) hours per day, forty (40) hours per week, unless the Director and the employee mutually agree otherwise.

Employees who are scheduled to work will be scheduled for a minimum of three (3) hours per shift.

The normal days of work shall be a combination that provides for at least one (1) day off every seven (7) days.

1. Hours of Work

The hours of work shall be in accordance with a schedule. The schedule shall be flexible in that it will be dependent on the schedule being posted at least one (1) week in advance. In the event of a change outside the regular posted schedule, an employee will be given a minimum of twenty-four (24) hours' notice, and such changes will not result in overtime.

If operational requirements permit and there is no approved leave of absence, employees will be scheduled for and required to work not less than one (1) shift per week.

2. **Shift Work**

If found necessary by the City, shift work shall apply, but in no event shall it exceed forty (40) hours per week. No shift shall exceed eight (8) hours in duration.

3. **Exchanging Shifts**

An employee may exchange shifts with another employee provided there is no additional cost to the employer and provided the employee is qualified to do the duties of the classification and provided the supervisor is advised in advance by the employee requesting the change.

4. **Overtime**

Work in excess of forty (40) hours per week will be paid at a rate of time and one-half.

5. **Call-Outs**

Where possible, employees will be given two (2) hours' notice before they are required to work.

6. **Work Location**

Employees will be required to work at facilities where department sponsored programs are offered.

D) **Full Time Glacier Employees**

The regular hours of work will normally be forty (40) hours per week. The maximum number of hours per shift shall be 10. The regular work week commences at 00:01 hours Sunday and ends at 24:00 hours on the following Saturday. The regular work week for full-time employees shall be a maximum five (5) days in a calendar week with at least two (2) days off each seven (7) day cycle and at least every third weekend scheduled off consisting of two (2) consecutive days off.

1. **Split Shifts**

Part-time seasonal employees may be scheduled split shifts up to forty (40) hours per regular work week but shall be scheduled at least one (1) day off per week.

2. **Schedule**

The hours of work shall be in accordance with a schedule. The schedule shall be flexible in that it will be dependent on the schedule being posted at least two (2) weeks in advance.

E) Work Schedule

After permanent and permanent part-time hours are scheduled, employees according to their respective seniority will have the option of being scheduled the most available hours to a maximum of eight (8) hours per day and forty (40) hours per week.

Any employee scheduled to be available for moving an "Outdoor Special Event" to an indoor facility shall be scheduled and paid for a minimum of three (3) hours.

16.04 Posting

- A) The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance of implementation. When an employee's days off are rescheduled or changed within forty-eight (48) hours of the originally scheduled days off, the employee shall be paid double time for hours worked on the originally scheduled days off.
- B) Notwithstanding 16.04 A), the hours and the days of work for each employee in Recreation Facilities, shall be posted in an appropriate place at least one (1) week in advance of implementation. When a permanent employee's days off are rescheduled or changed within forty-eight (48) hours of the original scheduled days off, the employee shall be paid double time for hours worked on the originally scheduled days off.

16.05 Clean-Up/Change Period

Each employee working regular full-time daily hours shall be granted a ten (10) minute clean-up/change period immediately prior to completion of the employee's shift.

16.06 Stand-By Duty Without Shift

Any employee required to be immediately available for work on stand-by during the period from 4:30 PM on any regular working day to 8:00 AM on the following regular working day shall be paid three (3) hours pay at straight rate of pay for such period on stand-by. Any employee required to be immediately available for work on stand-by during the period from 4:30 PM on Friday to 8:00 AM on the following Monday shall be paid nine (9) hours pay at the straight rate of pay for such a period on call. Such payments shall be in addition to any overtime payment for work actually performed during the overtime hours.

16.07 Stand-By Duty While on Shift

Employees may be scheduled for stand-by duty from 4:00 PM to 12:00 midnight or 12:00 midnight to 8:00 AM, Monday to Sunday, commencing on the Monday of the third week of November of one (1) year and ending on the Sunday of the second (2nd) week of April of the next year. Employees designated for stand-by duty under this section shall be paid one and one-half (1½) hours' pay at the straight time rate for each eight (8) hours of stand-by duty. Such payments shall be in addition to any overtime payment for

work actually performed.

16.08 Stand-By Procedures

Year round there will be one (1) employee on standby in each of operations and water and sewer in the Infrastructure and Public Works Department. During the period commencing on the Monday of the third week of November of one (1) year and ending on the Sunday of the second week of April of the next year, an additional employee will be placed on stand-by in accordance with Article 16.07 for operations.

All employees placed on stand-by by the Employer for emergency call-back will be provided transportation, provided they can be on site within thirty (30) minutes from time of receipt of call. Employees who cannot meet this criteria will not be given transportation.

Employees wishing to make changes to the posted stand-by list must apply to their supervisor to obtain authorization.

16.09 Minimum Call Out

Any employee who is called in and is required to work outside the regular working day shall be paid for a minimum of two (2) hours at applicable overtime rates and such employee shall be paid for the period beginning when the employee reports to the Depot or to the site where the employee is required to work and ends when the employee is discharged by a supervisor from the depot or from the site where the employee has been working.

16.10 Stand-By/Call Out Pay

All hours actually worked while on stand-by or while called out shall be paid at the applicable overtime rates. The opportunity for stand-by duty shall be divided among the qualified employees.

16.11 Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes, in both the first half and the second half of a shift, on the job site, where the shift is a minimum of six (6) hours. Any employee working less than a six (6) hour shift shall be permitted one (1) rest period of fifteen (15) consecutive minutes.

ARTICLE 17 - OVERTIME

17.01 Overtime Defined

All time worked before or after the regular work day and the regular work week, or a holiday, shall be considered overtime.

17.02 Overtime Work

Except in cases of emergency, four (4) hours' notice shall be given before any employee is required to work overtime.

17.03 Regular Day

Overtime worked before and after the regular daily hours shall be paid for at the rate of time and one-half for the first three (3) hours and double time after three (3) hours in any one (1) day or shift.

17.04 Compensation for Work on the 6th or 7th Day Not Regularly Scheduled

Overtime work on any sixth (6th) or seventh (7th) day not regularly scheduled shall be paid for at the rate of double time.

17.05 Compensation for Work on Saturday or Sunday Not Regularly Scheduled

Overtime work on any Saturday or Sunday not regularly scheduled shall be paid for at the rate of double time.

17.06 Holiday

In addition to regular holiday pay, double time shall be paid for all time worked on a holiday.

17.07 Fraction of Hours

For every fraction of an hour of overtime worked, employees shall be compensated as follows:

1 min. to 15 min	1/4 hr. @ overtime rates
16 min. to 30 min	1/2 hr. @ overtime rates
31 min. to 45 min	3/4 hr. @ overtime rates
46 min. to 60 min	1 hr. @ overtime rates

17.08 Calculating of Overtime Rates

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

17.09 Break

If after working a regular scheduled shift an employee is required to work additional hours between the end of that shift and prior to the commencement of the next regularly scheduled shift such an employee may not be required to report to work until an eight (8) hour break is provided. Each employee so affected will be paid for all hours not

required to be worked for such a shift and will be paid for these hours at straight time rates and straight time rates will also be applicable for the remaining hours worked on such a shift. If an eight (8) hour break is not provided, overtime rates will remain in effect. These provisions do not apply to stand-by employees unless they work for six (6) consecutive hours.

17.10 Payment for Meals

An employee required to work more than four (4) hours of continuous overtime before or after a regular shift shall be paid a meal allowance as outlined herein. Such payments will be paid through payroll.

An employee required to work overtime on the employee's regularly scheduled day off shall be entitled to a meal allowance, as outlined herein, after more than four (4) hours of continuous overtime and after a successive further period of overtime exceeding four (4) hours, will receive another meal allowance as outlined herein.

When an employee is working an 8:00 a.m. to 4:30 p.m. scheduled shift and is required to work during the lunch period, such a shift will be recognized as an irregular shift. In such cases, overtime, for the purpose of the payment of a meal allowance, will be considered to have commenced at 4:00 p.m., provided there is no interruption in the work period.

No employee can receive more than two (2) meal allowances under any circumstances within a twenty- four (24) hour period.

A meal break of one-half ($\frac{1}{2}$) hour with pay shall be allowed within each twenty-four (24) hour shift when overtime work exceeds two (2) hours.

Meal Allowances

For the duration of this collective agreement, the meal allowance shall be \$17.00.

17.11 Sharing of Overtime

The opportunity for overtime and call-out time shall be divided equally among those employees in the department regularly responsible for the work.

17.12 Overtime for Part-Time Employees

All time worked by a part-time employee in excess of equivalent full-time hours on a daily or weekly basis shall be considered overtime.

17.13 Accrual of Overtime

Employees shall have the option of taking earned overtime up to a maximum of five (5) days of regular pay in a calendar year to place in an overtime accrual bank. Employees shall provide a minimum of twenty-four (24) hours' notice of their request to access this leave to their immediate supervisor. Such accrued overtime shall not be taken in

increments of less than two (2) hours. In addition to this overtime bank, employees may opt to defer payment of overtime for future pay-out within the same calendar year at the earned rate. Any unused/unpaid accrued overtime shall be added to the first pay in the next calendar year.

ARTICLE 18 - SHIFT WORK

18.01 Application of Shift Premium

If found necessary by the employer to work shifts, shift premium shall apply on all shifts in which any hours are worked between 6:00 p.m. to 8:00 a.m.

18.02 Shift Premium

Employees shall receive a shift premium per hour additional compensation for all hours specified in Article 18.01 and such shift premium shall not be used in the calculation of overtime. Premium includes:

From 6:00 p.m. to 12:00 a.m. \$0.50

From 12:00 a.m. to 8:00 a.m. \$1.75

18.03 Shift Hours

The Employer may schedule shift work for the following classifications for snow clearing during the period commencing on Monday of the third week of November of one (1) year and ending on Sunday of the second (2nd) week in April of the next year unless otherwise mutually agreed.

A) Scheduled Snow Clearing Shifts for Truck Drivers, Labourers and/or Equipment Operators

Seven (7) days per week, 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 midnight and 12:00 midnight to 8:00 a.m. However, from Monday to Friday only the 4:00 p.m. to 12:00 midnight, or the 12:00 midnight to 8:00 a.m. shift will be operated, in addition to the 8:00 a.m. to 4:00 p.m. shift. Shifts, when scheduled, will be on a full rotational basis and will provide for an average of forty (40) hours per week over a twenty-eight (28) day period.

B) Scheduled Snow Clearing Shifts for Welders and/or Mechanics

Five (5) days per week from Monday to Friday 8:00 a.m. to 4:30 p.m., 4:00 p.m. to 12:00 midnight and 12:00 midnight to 8:00 a.m. However, only the 4:00 p.m. to 12:00 midnight or the 12:00 midnight to 8:00 a.m. shift will be operated in addition to the 8:00 a.m. to 4:30 p.m. shift.

Shift scheduling for snow clearing for Truck Drivers, Labourers and/or Equipment Operators on weekends will be limited to a maximum of six (6) employees per shift.

Prior to the implementation of a weekend snow clearing shift system, the City will

have a minimum of eleven (11) Truck Drivers, Labourers and/or Equipment Operators employed during day shift from Monday to Friday.

Scheduled snow-clearing shifts for Truck Drivers, Labourers and/or Equipment Operators will have a twenty (20) minute paid lunch break, on the job site, and will be applicable to the 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 midnight and the 12:00 midnight to 8:00 p.m. shifts.

Scheduled snow-clearing shifts for Welders and/or Mechanics will have a twenty (20) minute paid lunch break, on the job site, and will be applicable to the 4:00 p.m. to 12:00 midnight and the 12:00 midnight to 8:00 a.m. shifts.

Times for the lunch break shall be scheduled between the commencement of the 5th hour and the end of the 5th hour of each shift or otherwise as mutually agreed.

Shift schedules will be posted two (2) weeks prior to implementation. Where operational requirements necessitate, an employee's shift on a schedule may be changed provided there is at least five (5) working days' notice prior to the change.

18.04 Change Shifts

Employees may switch a shift or shifts, provided the employee in question is capable of performing the duties required and provided there has been eight (8) hours rest between shifts. A minimum of four (4) hours' notice must be given to the Employer if an employee is unable to perform the work required. The City reserves the right to refuse a change of shift if such a change would result in additional cost to the City.

18.05 Days Off

Days off shall be allocated at the rate of a minimum of two (2) consecutive days off. Every effort will be made to equally distribute weekends off.

18.06 Split Shifts

There shall be no split shifts, unless mutually agreed between the employee and the supervisor.

18.07 Double Shift

Employees shall not be required to work a double shift.

18.08 Rest Period

There shall be at least sixteen (16) hours rest between change of shifts.

18.09 Rotation

The rotation of shifts shall be carried out in an equitable manner.

18.10 Office Staff

Shift work shall not apply to office staff.

18.11 Exceptions

Except for Community Services staff and Animal Control Officers who are scheduled to work part-time, there shall be no shift work for the period commencing on Monday of the third week of April and ending on Sunday of the second week in November of a year. Animal Control Officers, who are scheduled to work part-time, shall not be assigned to any other duties while in Animal Control.

18.12 Exceptions

Except for Community Services staff and Animal Control Officers who are scheduled to work part-time, there shall be no shift work on Saturdays or Sundays for the period commencing on Monday of the third week of April and ending on Sunday of the second week of November of a year.

18.13 Animal Control

The Employer, in its endeavour to provide adequate Animal Control services, wishes to utilize an Animal Control Officer together with part-time help. The intention is that an Animal Control Officer be employed throughout the normal working hours as per the applicable clauses. In addition, Animal Control Officers may be scheduled to work part-time to provide the service between the normal closing hours and 9:00 p.m. on weekdays and on weekends Saturday and Sunday between the hours of 10:00 a.m. and 8:00 p.m.

ARTICLE 19 - HOLIDAYS

19.01 Holidays

All employees working full-time hours, who are covered by this Agreement, shall be granted the following holidays with pay:

New Year's Day	Orangeman's Day
St. Patrick's Day	Regatta Day
St. George's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Discovery Day	Christmas Day
Memorial Day/Canada Day	Boxing Day

However, employees on lay-off or on receipt of WHSCC or LTD benefits at the time the holiday occurs are not eligible for this benefit.

St. Patrick's Day will be observed on the Monday prior to the holiday.

19.02 Exceptions

- A) When a Statutory Holiday falls within the normal working shift, the employee will be given a paid day off in lieu of the Statutory Holiday on the first day following his/her regularly scheduled days off or at the employee's option, shall have such day added to their vacation. This Article 19.02 A) shall not apply to part-time, temporary or Glacier employees.
- B) All Glacier employees working full time hours when a statutory holiday falls within the normal working shift will be given an extra day(s) pay at the prevailing rate in the week the holiday occurs. Subject to Clause 19.02 in addition to regular holiday pay, double time shall be paid for all time worked on a holiday if such a day was their scheduled day off. Where the holiday is a regularly scheduled day for the employee, they will be paid time and one-half (1/2) for all hours worked in addition to regular holiday pay.

19.03 Holidays - Part-Time Employees

- A) All part-time and permanent part-time employees will be granted the following holidays with pay:

New Year's Day	Labour Day
Good Friday	Remembrance Day
Memorial Day/Canada Day	Christmas Day
Victoria Day	Boxing Day

provided that:

1. The hours to be paid shall be calculated by multiplying the employee's hourly rate of pay by the average number of hours worked in a day in the three (3) weeks immediately preceding the holiday.
 2. Provided that they have worked their scheduled shift immediately preceding and immediately succeeding the holidays, unless such employee is on approved leave on such days.
 3. However, employees on lay-off or in receipt of WHSCC or LTD benefits at the time the holiday occurs are not eligible for this benefit.
- B) For all holidays listed in Article 19.01, with the exception of the eight (8) holidays listed in Article 19.03 A), employees will be compensated in the following manner provided the facility is closed on such a holiday and provided employees meet the conditions as outlined in Article 19.03 A):
 1. All scheduled part-time employees will be paid for all scheduled hours on such a holiday.
 2. All part-time employees, not scheduled to work on such holidays, will be paid in accordance with section 19.03 A).

ARTICLE 20 - VACATIONS

20.01 Length of Vacations

A permanent employee shall receive an annual vacation with pay in accordance with years of employment as follows:

Less than one year	1¼ working days for each month
One year or more	15 working days per calendar year
In the calendar year of the 5 th anniversary and each year thereafter	20 working days per calendar year
In the calendar year of the 15 th anniversary and each year thereafter	25 working days per calendar year
In the calendar year of the 25 th anniversary and each year thereafter	30 working days per calendar year

A newly hired permanent employee will be advanced vacation on hire prorated for the year hired. If the employee terminates before the vacation time is earned the time will be recovered.

Upon return to duty, employees will be entitled to accrue vacation benefits while on workers' compensation, long-term disability, sick leave, or leaves of absence as provided for in Article 22 during the first fifty-two (52) weeks of such leave. For absences beyond fifty-two (52) weeks, the benefit is deemed lost.

The calendar year shall extend from January 1st to December 31st. The maximum number of vacation days to be carried forward at year-end to the following year shall be fifteen (15) days, unless otherwise mutually agreed.

Subject to operational requirements, if an employee has carried vacation benefits over, the carry over days shall only be scheduled after all other employees have scheduled their vacation.

20.02 Seasonal, Part-time & Temporary Employees

In lieu of vacation, all seasonal, part-time and temporary employees, with less than five (5) years' employer service, shall receive cash payment at the rate of six percent (6%) of regular earnings; all seasonal, part-time and temporary employees with greater than five (5) years' employer service shall receive cash payment at the rate of eight percent (8%) of regular earnings. Such payment will be included with their regular bi-weekly pay.

Notwithstanding the above, those employees in excess of six (6) months continuous full-time employment, shall revert to an accrual vacation basis as per Article 20.01 and shall be eligible for a period of vacation. When such an employee is laid off, accrued vacation credits will be paid. When rehired, employees will have to requalify for accrued vacation.

20.03 Vacation Pay - Permanent Part-time Employees

All permanent part-time employees with less than five (5) years' employer service, shall accumulate vacation credits at the rate of six percent (6%) of regular earnings; all permanent part-time employees with greater than five (5) years' employer service shall accumulate vacation credits at the rate of eight percent (8%) of regular earnings and shall receive the equivalent time off as vacation leave.

20.04 Compensation for Holidays Falling Within Vacation Schedules

If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional paid vacation day to be added to the end of the annual vacation.

20.05 Vacation Period

The period for taking vacations shall be from the 1st day of May to the 31st day of October unless otherwise agreed upon by the employee and the Supervisor.

20.06 Vacation Pay on Termination

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

20.07 Vacation Schedules

Vacation schedules shall be posted by April 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.

20.08 Call Back from Vacation

An employee who is called back to work during vacation shall have the vacation time reimbursed plus reimbursement for travel time. Further, the employee shall be reimbursed for all expenses incurred by virtue of recall.

20.09 Approved Leave of Absence during Vacation

During annual vacation, eligibility for sick leave shall only be approved for periods in excess of one (1) day upon acceptable medical certification being provided. The period of vacation displaced by sick leave shall either be added to the vacation period or reinstated for use at a later date by mutual agreement.

20.10 Overtime Vacation Rate

No employee shall be required to work during a scheduled vacation period. However, should an employee agree to work when requested during the employee's scheduled vacation, the employee shall be paid at double the regular rate of pay plus one (1)

vacation lieu day off for each day in which the employee performed any work.

20.11 Vacation While on Workers' Compensation

An employee who has been injured as a result of a work-related accident, for which Workers' Compensation has been paid, shall, upon return to place of employment, receive vacation subject to Article 20.01 during the calendar year of return; however, no employee by virtue of this Article shall be entitled to receive wages in excess of the fifty-two (52) weeks net take-home pay received in any calendar year.

ARTICLE 21 - SICK LEAVE

21.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act or days used for illness in the family.

21.02 Annual Paid Sick Leave

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one half (1½) days for every month an employee is employed for the period January 1 through December 31 of each year. Employees will only be entitled to accrue sick leave benefits while on WHSCC benefits, LTD benefits, sick leave, or leaves of absence as provided for in Article 22, during the first fifty-two (52) weeks of such leave. There will be no further accruals for absences beyond fifty-two (52) weeks.

21.03 Accumulation of Sick Leave and Severance Entitlement

The unused portion of an employee's sick leave shall accrue for their future use. On severance or retirement, up to a maximum of 120 days shall be converted to severance pay in accordance with Article 21.10.

21.04 Illness in the Family

Where no one other than the employee can provide for the needs during illness of the specified family members, an employee shall be entitled, after notifying the employee's supervisor, to use a maximum of five (5) accumulated sick leave days per illness for this purpose. For the purpose of this Article, specified family members are an employee's parents, spouse, common-law spouse, children, and any close relative permanently residing in the employee's household.

21.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

21.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for sick leave used for personal or family purposes in excess of two (2) working days, certifying that the employee was unable to carry out the employee's duties due to illness. An employee may also be required to produce a certificate for sick leave used for personal or family purposes in excess of seven (7) working days in a calendar year where sick leave is of two (2) days or less in duration.

For the period July 1 to December 31, 2014, an employee may also be required to produce a certificate for sick leave used for personal or family purposes in excess of four (4) working days where sick leave is of two (2) days or less in duration.

21.07 Sick Leave During Lay-off

When an employee is laid off on account of lack of work, the employee shall not receive sick leave credits for the period of such absence but shall retain the employee's cumulative credit if any existing at the time of such lay-off.

21.08 Extension of Sick Leave

Upon written request an employee with more than one (1) year of employer service who has exhausted sick leave credits shall be allowed an extension of sick leave to a maximum of fifteen (15) working days. Upon return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half (1/2) of monthly accumulation. The Employer shall notify any employee in writing at any time when their accumulated sick leave has been totally depleted.

21.09 Annual Employee Records

Annually, the Employer shall provide each employee with a detailed employee benefit statement which will outline in clear, simple and concise terms the sick leave and vacation credits received by the employee. Such statement to be provided on or before February 28th of each year. Pension statements will be provided to employees upon receipt from the pension carrier.

21.10 Payment for Unused Sick Leave on Termination of Employment

In the event of the death of an employee, the value of all accrued sick leave, to a maximum of one hundred and twenty (120) days, shall be paid to the employee's estate as severance pay. An employee having accrued sick leave, shall, on severance or retirement, receive a severance allowance in lieu of sick leave equal to the existing sick leave credits, to a maximum of one hundred and twenty (120) days, at the rate of pay effective immediately prior to severance or retirement. At the employee's request, the payment of this severance allowance shall be:

- A) A lump sum payment at the time of severance or retirement, or
- B) Converted into a paid pre-retirement vacation equivalent, or

- C) Converted to an RRSP at the institution of the employee's choosing subject to compliance with Canada Revenue Agency's Act & Rules governing income tax.

The total amount of severance paid under either option noted above will be the same.

21.11 Notification of Sick Leave

The supervisor shall be notified at least one (1) hour before of the commencement of a shift of the reason for an employee being absent on sick leave with the exception of Recreation employees. Recreation employees shall notify wherever possible a designated supervisor at least one (1) hour before the start of the shift of the reason for being absent on sick leave for scheduled work shifts for periods prior to 5:00 p.m. and by 12:00 noon of the reason for being absent on sick leave for scheduled work shifts for periods following 5:00 p.m.

21.12 Application of Sick Leave Provisions

- A) The provisions of Article 21, sick leave, shall apply to a newly hired permanent, permanent part-time and seasonal employee who will be credited sick leave as earned effective their date of hire. Temporary and part-time employees who have twelve (12) months accumulated employer service or six (6) months continuous full-time employer service shall be credited with eligible sick leave credits retroactive to the date of hiring.
- B) The provisions of Article 21.10 shall apply only to employees who have accumulated one hundred and twenty (120) months of employer service and retire.
- C) Employees working less than the regular hours shall accumulate and receive benefits on a pro-rated basis.
- D) Any employee who receives severance pay and who is subsequently rehired by the Employer, shall be treated as a new employee and any severance which may become payable will be accrued from the date of rehire.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Union Leave

- A) Leave of absence without loss of pay or employer service to a total of twenty-seven (27) regular work days annually shall be granted on the Union's written request to either one (1) or more members of the Union to represent the Union at Labour Conventions, Schools, or Seminars. The Union agrees that all written requests shall be submitted a minimum of three (3) working days prior to taking the actual time requested. Additional leave of absence with respect to the foregoing, without pay and without loss of employer service, shall be granted on the Union's written request.
- B) Leave of Absence for Full-Time Union Representative
An employee who is elected or selected for a full-time position with the Union or

any Labour organization with which the union is affiliated shall be granted a one-time opportunity for a leave of absence without pay or benefits, and without loss of employer service for a minimum of three (3) months to a maximum of twelve (12) months. Such leave shall only be eligible for renewal to a maximum of twelve (12) months. A minimum of one (1) month notice shall be provided prior to the commencement of leave and prior to return to work.

22.02 Paid Bereavement

An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a parent, spouse, common-law spouse, grandparent, grandchild, brother, sister, child, mother-in-law, father-in-law, any relative who has been residing in the same household, or any other person as mutually agreed. Where the burial occurs outside the province or more than 300 kilometers from the employee's place of residence, such leave shall include reasonable travel time, the latter not to exceed one (1) extra working day.

An employee shall be granted one (1) regularly scheduled work day's leave without loss of salary or wages to attend the funeral of sisters-in-law and brothers-in-law.

For the purpose of this Article the Employer may request a certificate of co-habitation for the employee.

22.03 Pregnancy, Adoption & Parental Leave

Eligible employees will be entitled to unpaid Pregnancy, Adoption and Parental Leave in accordance with the following:

A) Eligibility

Employees must have completed the probationary period prior to the expected birth date or adoption date of the child.

B) Notice of Leave

Employees are encouraged to provide the Employer with a three (3) month notice of intent to take pregnancy, adoption, and parental leave prior to the expected birth or adoption date of the child. However, an employee is required to give the Employer at least one (1) month notice in writing of the date the leave will begin and end.

C) Entitlement (Periods of Leave)

Pregnancy Leave: Eligible employees shall commence pregnancy leave no more than twelve (12) weeks prior to the expected date of birth and in any case, shall commence no later than the actual date of birth, and shall extend no longer than seventeen (17) weeks from the actual date of birth. Pregnancy Leave may be immediately followed by Parental Leave up to a maximum of sixty-one (61) additional weeks. In respect of each pregnancy, there is no entitlement to return to

pregnancy or parental leave once the pregnancy or parental leave ends by a return to work.

Adoption Leave: The eligible adoptive parent (employee) shall be entitled to Adoption Leave which shall commence no earlier than twelve (12) weeks prior to the expected date of adoption and, in any case, shall commence no later than the actual date that the child comes into custody of the adoptive parent and shall extend no longer than seventeen (17) weeks from the actual custody date. Parental Leave, when requested, shall commence immediately following Adoption Leave.

Parental Leave: The eligible mother, father or adoptive parent of a child shall be entitled to Parental Leave up to a maximum of sixty-one (61) weeks. Parental Leave, when requested, shall commence immediately following Pregnancy or Adoption Leave. Parental Leave may be utilized at any point within but not beyond seventy-eight (78) weeks after the birth or custody of the child. If requested by an Employer, the employee must produce suitable evidence in support of a request for Parental Leave.

D) Duration of Leave

The combination of pregnancy and parental [eaves shall be completed within seventy-eight (78) weeks of the child's birth. The combination of adoption and parental leaves shall be completed within seventy-eight (78) weeks of the placement of a child in the employee's care and custody for the first time.

22.04 Accrual of Benefits

Employees shall continue to accrue employer service, sick leave and vacation during pregnancy, adoption and parental leave.

22.05 Employer Payment of Employee Benefits During Pregnancy, Adoption, and Parental Leave

During the period of Pregnancy, Adoption & Parental Leave, the Employer shall continue to pay the Employer's share of the premiums for Group Benefits and Long-Term Disability premiums. Employees on such leave shall continue to pay their share of these premiums and this amount may be deducted from the value of the vacation credits accrued during such leave.

22.06 Procedure upon Returning from Leave under this Article

When an employee decides to return to work after Pregnancy, Parental & Adoption Leave, the employee shall provide the Employer with at least two (2) weeks' notice. On return from leave, the employee shall be placed in the employee's former classification. If the former classification no longer exists, the employee shall be placed in an equivalent classification in the department.

22.07 Pension Plan Contributions

During Pregnancy, Parental & Adoption Leave, the employee has the option of continuing to make pension plan contributions. If the employee wishes to continue pension plan contributions during such leave, the employee shall advise the Employer in writing at least two (2) weeks before the beginning of such leave. If the employee opts to continue contributions, the Employer will continue to make the Employer contributions to the pension plan. Employees on such leave shall have the option of continuing to make their pension contributions on a regular bi-weekly pay period or have the option of having this amount deducted from the value of the vacation credits accrued during such leave subject to providing the Employer with at least two (2) weeks' written notification of the selected option prior to the beginning of such leave. The balance of any pension contribution not covered by the value of the accrued vacation leave shall be deducted from regular pay following the employee's return to work over a maximum period of six (6) months until all credits are fully repaid. If the employee does not wish to continue pension contributions during the period of leave, there will be no requirement on the Employer to make pension contributions during this leave.

22.08 Personal Days

- A) Employees shall be allowed leave of absence with pay and without loss of employer service for the following:

REASON	LEAVE OF ABSENCE
Marriage of employee's child	One (1) working day
Employee's marriage	One (1) working day
Birth or adoption of employee's child	One (1) working day
Serious fire or flood in one's home	Up to three (3) days
Moving one's household	Maximum of one (1) day per calendar year, provided the moving day falls on an employee's scheduled work day

- B) An employee may request to use up to two (2) of the seven (7) special leave days outlined in Clause 22.08 A) for personal leave purposes. Personal leave days are for the purposes of attending to personal matters and family responsibilities.

Employees shall provide twenty-four (24) hours advance notice for use of personal leave days, which shall not be unreasonably denied. Short notice personal leave [less than twenty-four (24) hours' notice] may be used for urgent and unanticipated matters and is not subject to operational requirements.

Personal leave may not be used as vacation or as extension of vacation or any other type of leave.

Personal leave shall not be taken in increments less than one (1) hour.

There shall be no carrying over of Personal Leave Days beyond December 31st of each year, nor will there be a cash payment in lieu of unused Personal Leave Days under any circumstances.

22.09 Time Off for Elections

Employees shall be allowed four (4) consecutive hours off before the closing of the polls in any Federal, Provincial or Municipal election or referendum in which they are eligible to vote. If any or all of these hours are during normally scheduled work hours, the employee will be paid for those hours which would normally have been worked.

22.10 Paid Jury or Court Witness Duty Leave

The Employer shall grant a leave of absence without loss of pay or employer service to an employee who is required to attend jury selection, serve as a juror or is subpoenaed as a witness in any court. The employee will present proof that he/she was required to attend jury selection, serve as a juror, or subpoenaed as a witness. Any remuneration the employee receives from the courts shall be over and above their pay from the Employer.

22.11 Education Leave

- A) With the approval of the Employer, an employee may be granted leave of absence, without pay, for education purposes, provided the employee has no current or accumulated vacation leave available for use. While on education leave, an employee shall not accrue employer service, vacation or sick leave.
- B) Upon written request, employees may be granted leave of absence with pay to write examinations to upgrade their employment qualifications.

22.12 General Leave

Individual requests for a general leave of absence may be approved, subject to mutual agreement, without the accrual of employer service, sick leave and vacation credits.

A leave of absence to a maximum of one (1) year shall be granted to an employee who wishes to accompany a partner who has been temporarily transferred without the accrual of employer service, sick leave and vacation credits.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

- A) The Employer shall pay wages bi-weekly. Pay shall be by direct deposit to a bank account designated by each employee. On each pay day each employee shall be presented with an itemized statement of wages and deductions. The Employer shall endeavour to have the direct deposit for each employee in their designated bank account by 12:01 a.m. on pay day. The rate of pay for all employees covered by this Agreement shall be as set forth in Schedule "A" and Schedule "B" attached

hereto.

- B) The Employer will endeavour to have an itemized statement of wages and deductions available prior to the end of the shift on the evening immediately before pay day.

23.02 Vacation Pay

Employees proceeding on vacation shall receive vacation pay on the regularly scheduled bi-weekly pay day immediately preceding their scheduled vacation period or deposited to their account on the regularly scheduled pay day as requested by the employee.

23.03 Temporary Assignments

The Employer has the right to temporarily assign employees. An employee required to fill temporarily a classification for which a higher rate of wages than that for such employee's regular work is paid, shall receive the higher rate while so employed or to the end of the half 'shift' whichever is greater, and employees required to fill temporarily, classifications for which a lower rate of wages is paid, shall not suffer any reduction in wages while employed in such classification.

Temporary Lead Hands may be appointed from time to time as the need arises. Those appointments shall be based on seniority and ability to do the job required. Employees shall have the right to refuse appointments to the classification of Lead Hand.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Job Descriptions

The employer agrees to draft or update job descriptions for all 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 thirty (30) days.

24.02 No Elimination of Present Classification

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

24.03 Job Evaluation Committee Structure

- A) The Job Evaluation Committee shall have equal representation and participation from the parties, consisting of 2 representatives from the employer and 2 representatives from the union.
- B) The employer and the union shall each designate one of its representatives to act as co-chairperson. The co-chairpersons are responsible for:
 - 1. The chairing of committee meetings;

2. The scheduling of regular committee meetings which includes notification of appropriate supervisors for committee members' attendance;
 3. Establishing the priority of matters to be acted upon by the committee;
 4. Committee members shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation.
- C) Each party may appoint alternate representatives to serve as replacements for absent members, provided they are trained in the Job Evaluation Plan. Alternate members shall have the right to vote only when replacing a regular committee member who is absent or unable to attend due to conflict of interest. Alternate members are encouraged to attend all meetings.
- D) The employer will provide administrative support services to the committee. The person performing these functions shall not be a member of the committee. These services shall be under the direction of the co-chairs and shall include:
1. The distribution of all committee correspondence to the committee co-chairpersons;
 2. The preparation and distribution of meeting agendas one (1) week prior to the meeting;
 3. The preparation and distribution of minutes;
 4. The preparation and distribution of committee and Job Evaluation documents.
- E) The Union committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the committee.
- F) Routine business decisions of the committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Schedule "E".
- G) The committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least seven (7) working days before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party's co-chairperson.
- H) Either party to the agreement may engage advisors to assist its representatives on the Committee. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the committee.

24.04 Job Evaluation Procedure for Changed Jobs

Whenever the employer changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- A) A request for review shall not be considered on the following grounds:

If the Job Evaluation Committee Co-Chairs both agree that there is no evidence of significant changes in the job qualifications and/or duties and/or;

The duties of the job are assigned as a result of a temporary assignment. An employee may not request a review of a job to which they are temporarily assigned;

If it is based on dissatisfaction with position-specific point valuation relative to other City positions;

On any criteria which differs from the documentation provided for the review conducted by the Job Evaluation Committee;

- B) The incumbent(s)/union or the supervisor/employer may request a job evaluation review by completing and submitting a Request for Reconsideration of Job Evaluation Review Form to the Committee;
- C) Upon receipt of a completed Request for Reconsideration of Job Evaluation Review Form, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information shall involve requesting the incumbent(s) and supervisor to complete an up-to-date Job Information Questionnaire. Where further information is required, interviews shall be held with incumbents and/or supervisors and/or visits to the workplace;
- D) The committee shall then meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision. The rating of the job shall determine the pay grade for the job.
- E) If a job is rated at a pay grade with a wage rate higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher wage rate, retroactive to the date the Request for Reconsideration of Job Evaluation Review Form was submitted to Human Resources.

24.05 Job Evaluation Procedure for New Jobs

Whenever the employer wishes to establish a new job, the following procedures shall apply:

- A) The employer shall prepare a draft job description for the job;

- B) The Committee shall meet and establish a temporary pay grade for the job, based on the draft job description;
- C) The job shall be posted, and any person appointed to the job shall be paid the temporary pay grade;
- D) Twelve (12) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Information Questionnaire. The questionnaire shall be reviewed by the respective Director. The questionnaire shall be submitted along with the draft job description to the Committee. The Committee shall finalize the job description and rate the job;
- E) If the pay grade increases as a result of the twelve-month review, such increase shall be paid to each incumbent effective the date of appointment to the job. In the event that the pay grade of the job decreases as the result of this twelve-month re-examination of the job, the incumbent shall be red-circled.

24.06 Settlement of Disagreements within the Job Evaluation Committee

- A) In the event the Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the co-chairpersons of the committee shall request, within ten (10) working days, that each party designate an advisor to meet with the committee and attempt to assist in reaching a decision.
- B) If, after meeting with the two (2) advisors appointed, the committee remains unable to agree upon the matter in dispute, the co-chairpersons shall advise, in writing, the union and the employer of this fact, within fifteen (15) working days.
- C) Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- D) The arbitrator shall decide the matter upon which the Committee has been unable to agree, and their decision shall be final and binding on the Committee, the employer, the union and all affected employees. The arbitrator shall be bound by the Collective Agreement and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- E) The employer and the union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the collective agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- F) The arbitrator's fees and expenses shall be borne equally between the parties.

24.07 Time Limits

The time limits contained in this Article may be extended by mutual agreement of the parties.

ARTICLE 25 - EMPLOYEE BENEFIT PLANS

25.01 Joint Employee Benefit Plan Committee

A Standing Labour-Management Committee on Employee Benefit Plans, including pensions, shall be established, as required, with equal representation from the Union and the Employer to study and review all employee benefits, health and group benefit programs. All employees benefit plans shall be fully negotiable.

25.02 Workers' Compensation Protection

- A) All employees shall be covered by the Workers' Compensation Act. No employee shall have employment terminated as a result of absence from work with a compensable accident.
- B) While off on workers' compensation, an employee shall be advanced an amount of money equal to the estimated earnings to be received from workers' compensation, less applicable deductions, but shall authorize the Employer to receive the funds received from WHSCC. Should the WHSCC claim be denied, the Employer shall recover the monies paid out, through deduction from the employee's sick leave bank. In the event this bank has been depleted, the Employer may recover this amount through any outstanding payment due to the employee.
- C) While on workers' compensation the Employer shall pay one hundred percent (100%) of the cost of the employee's Group Benefit Plan.

25.03 Employee Benefit Plans

A) Long Term Disability Plan

The Employer agrees to maintain a Long Term Disability Plan applicable to:

1. Permanent employees upon completion of twelve (12) continuous months of employer service as defined in the plan.
2. Permanent part-time employees upon completion of twelve (12) months of employer service without interruption as specified in the plan.

Membership in this plan shall be a condition of employment for those employees eligible for participation.

B) Pension Plan

The Employer agrees to maintain a Pension Plan. Membership in the Plan shall be a condition of employment for all permanent employees upon date of hire and all other employees who meet both of the following conditions:

1. At least twenty-four (24) months of employment have been completed. [The twenty-four (24) months of employment will be from date of hire provided the employee is subject to regular recall. Those employees who are hired for a specific period of time and are not subject to regular recall are ineligible for pension plan benefits.]
2. Earnings in the two (2) previous calendar years were at least thirty-five percent (35%) of the yearly maximum pensionable earnings (YMPE).

C) Group Benefit Plan

1. Current Employees

The Employer agrees to maintain a Group Benefit Plan applicable to permanent employees upon date of hire, seasonal employees upon completion of twelve (12) months' accumulated employer service and all other employees upon completion of twelve (12) months' accumulated employer service provided they have worked an average of twenty-five (25) hours per week over a one (1) year period. Membership in the Plan shall be a condition of employment for all permanent employees and for all other employees complying with eligibility guidelines.

Employees who qualify for permanent part-time status will be able to maintain their group benefit plan benefits unless their average work hours per week drops below 20 hours for the year.

2. Retired Employees

Retired employees will be eligible to participate in the Employer's retirees' group benefit plan, as outlined in the Retiree Benefit Plan" under the Group Benefit Plan Description in the Appendix to the collective agreement subject to the employee paying one hundred percent (100%) of the premiums.

D) Cost Sharing

Long Term Disability and group benefit programs for permanent full-time, permanent part-time, seasonal and applicable part-time employees will be on a cost sharing basis between the employer and the employee on a fifty-five percent (55%) (employer) and forty-five percent (45%) (employee) basis.

E) Benefit Plan Description

A description of the long-term disability plan, pension plan and group benefit plan

together with guidelines for entrance in the group benefit plan and the long-term benefit plan are set out in the booklets provided by the plan provider and are subject to the master policy.

F) Group Benefit Plan Administrative Rules

1. Employees on layoff are not eligible for group benefit plan coverage.
2. Employees are required to participate in the City's Group Benefit Plan; however, they may opt out of health and/or dental care benefits upon the provision of a letter or statement form certifying the employee has access to another group benefit plan and that they waive the option of joining the City's group health and dental care benefit program. Employees who opt out of group health and/or dental care benefits may be able to obtain coverage during the year upon confirmation that such coverage is no longer available to their spouse. Such coverage may be subject to the provision of medical evidence if required and will become effective the first of the month following date of change request and approval.
3. Employees will be given the opportunity to select either single or married coverage when hired and will not be able to change such coverage unless married or family status changes during the year. Those eligible for married coverage and who select single coverage may be subject to the provision of medical evidence, if required by the carrier when changes are subsequently requested and such coverage will become effective the first of the month following date of approval.
4. During the period of sick leave or long term disability, the Employer shall continue to pay the Employer's share of the premiums for group benefits provided that the employee continues to pay the employee's share of the premium, if applicable. Failure to pay such premiums within specified terms and dates will result in the cancellation of coverage and the cost of any premiums incurred prior to such cancellation will be recovered from the employee's pay.
5. An employee on an approved General Leave under Article 22.12 may have the City continue to pay the City's share of eligible group benefits during a period of general leave, upon submission of written request to the City, provided that all of the following criteria are met at the time of application and continue to be met throughout the period for which the written request is submitted;
 - A) the request for general leave under Article 22.12 is due to sickness of the employee,
 - B) the employee was eligible for sick leave and LTD benefits immediately preceding the leave of absence,
 - C) the employee has applied for long-term disability benefits,

- D) the employee's accrued sick leave bank has been exhausted or will become exhausted prior to the completion of the LTD waiting period (i.e., the one hundred nineteen (119) calendar days),
- E) the City's share of group benefits will be paid for a maximum of one hundred and nineteen (119) days beginning with, the day the employee's sick leave bank becomes exhausted,
- F) the employee shall submit functional ability and status information (i.e., medical practitioner reports) acceptable to the City from a recognized medical practitioner,
- G) the employee continues to pay the employee share of the group benefit cost for the period.

If the employee's LTD claim is not approved, and the employee is not cleared by the medical practitioner to return to work, the employee must pay one hundred percent (100%) of the group benefit costs effective the one hundred and nineteenth (119th) calendar day (i.e., end of qualifying period for LTD).

- 6. Employees on suspension or on education leave will be eligible to maintain group benefit coverage provided they pay one hundred percent (100%) of the required premiums subject to the provisions of the master policy. Failure to pay such premiums within specified terms and dates will result in the cancellation of coverage and the cost of any premiums incurred prior to such cancellation will be recovered from the employee's pay.
- 7. Employees will be provided coverage by group benefits, following compliance with the eligibility guidelines for such coverage, from the first day of work up to the last day of work. Employees must return drug cards to the City on their last day of work.
- 8. Permanent employees who have met the eligibility guidelines for group benefits will maintain access to group benefits unless they are laid off (without work) or have their employment severed.

G) Requirement to Access Long-Term Disability Benefits

Employees eligible for long-term disability benefits shall apply for such benefits within the specified qualifying period and may participate in this program following the expiration of the long-term disability qualifying period of one hundred and nineteen (119) calendar days subject to the approval of the long-term disability benefits provider. The employee will be required to participate following six (6) calendar months of sick leave usage.

H) Group Benefits for Temporary Employees Working for a Period of Six (6) Continuous Months

Temporary employees (Including seasonal, part-time, or permanent part-time who

become temporary) who have worked with the employer for a period of six (6) continuous months, fulltime employment will be provided access to the group benefits plan where eligible. Such employees will not in any circumstance be considered as permanent employees.

ARTICLE 26 - HEALTH AND SAFETY

26.01 Co-Operation on Safety

The Union and the Employer shall co-operate in improving safety best practices.

26.02 Return to Work Program

A designated union member trained in Occupational Health and Safety will be provided an opportunity to participate in all discussions involving the development of a Return to Work Program for unionized employees.

26.03 Occupational Health & Safety Committees

Occupational Health & Safety Committees shall be established in accordance with the following structure:

<u>Department</u>	<u>Representation</u>	<u>Meetings</u>
Municipal Depot	3 Union/3 Management	Monthly
City Hall	2 Union/2 Management	Bi-Monthly
Recreation Facilities	2 Union/2 Management	Bi-Monthly

The Health and Safety Committees shall meet at a minimum in accordance with the Occupational Health and Safety Act to deal with all unsafe, hazardous, or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of the minutes of all Committee meetings shall be sent to the Employer and to the Union.

26.04 Occupational Health & Safety Pay Provisions

The Occupational Health & Safety Committees shall meet as specified in Article 26.03 to deal with all unsafe, hazardous, or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings.

Representatives of the Union who are required to attend meetings outside their normally scheduled shift shall be paid for the time they are involved in such meetings at straight time rates. Alternates who are working on the shift during which the Occupational Health & Safety Committee is scheduled to meet, will be required to attend such meetings when the regular union representatives are working another shift.

Copies of the minutes of all committee meetings shall be sent to the Employer and the Union.

26.05 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, protective clothing and sufficient training to safely perform their functions.

26.06 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or operate any equipment which, in the opinion of the Occupational Health & Safety Committees, is not safe.

26.07 Investigation of Accidents

The Occupational Health & Safety Officer shall be notified of each accident or injury and shall investigate and report to the Union and the Employer, as soon as possible, on the nature and cause of the accident or injury.

26.08 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 the employee's 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 the time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

26.09 Transportation of Accident Victims

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

26.10 Pollution Control

The Employer and the Union agree that the limiting of environmental pollution is a desirable objective. Therefore, the parties affirm, according to their respective responsibilities, their joint objective to co-operate and promote jointly the objective of a pollution free environment at work and in the community.

26.11 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.

26.12 Excavation Work

When employees are employed in excavation work, there shall be an employee on the surface of the ground to ensure the safety of employees in the trench and to assist in

the carrying out of the work.

ARTICLE 27 - JOB SECURITY

27.01 Restrictions on Contracting Out

The Employer agrees that it will not put out for tender or contract or employ any persons or groups of persons for any job now filled by an employee falling within the scope of this Agreement, so as to have the effect of depriving any employee covered by this Agreement of their employment.

27.02 Inclement Weather

- A) Whenever ordinary work cannot be reasonably continued during working hours by reason of inclement weather conditions, the Employer shall either provide indoor work for outside crews or allow them to stand by inside. No loss of pay shall result by reason of the provisions of this clause.
- B) When the City officially closes a City facility due to adverse weather conditions, all employees who normally work and were scheduled to work in that facility on the day of closure, will be paid for the regular hours for which they were scheduled to work.

ARTICLE 28 - ALLOWANCES

28.01 Clothing

The Employer agrees to provide specified employees with clothing as noted to be worn by the employee while attending work or representing the Employer on City business. Clothing will meet safety and branding standards. Employees will be required to always maintain, on the job site, a minimum supply of clothing and safety apparel in accordance with the terms and conditions outlined herein. Boots purchased by employees must meet safety standards established by the Employer. For those positions where a footwear allowance is provided the footwear must meet the type and specifications specified by the Employer.

Employees are prohibited from the acceptance of cash, credits or goods in lieu of approved clothing issued under this clothing issue.

The Employer agrees to provide clothing as per the following listing for employees working in permanent, seasonal or permanent part-time positions:

- A) Carpenter, Collector Operator, Equipment Operator, Labourer, and Truck Driver:
 - 5 Shirts
 - 2 Coveralls
 - 1 Summer Jacket
 - 1 Winter Coat
 - 1 Rain Coat and Pants

- Cap/Hat
- \$200 Boot allowance for safety CSA approved boots
- 1 pair Rubber Boots
- 8 Gloves

Labourer, Collector Operator, and Equipment Operator will also receive 1 pair of Winter Coveralls or bib style overalls.

B) Water and Sewer Worker and (Lead Hand) Water and Sewer, Depot Administrative Officer and Stockroom Clerk:

- 5 Shirts
- 3 Coveralls
- 1 Winter Coveralls or bib-style overalls
- 1 Summer Jacket
- 1 Winter Coat
- 1 Rain Coat and Pants
- Cap/Hat
- \$200 Boot allowance for safety CSA approved boots
- 1 pair Rubber Boots
- 8 Gloves

C) Mechanic, Lead Hand Mechanical, Autobody Repairperson, Service Repairperson/Mechanic and Welder:

- Coveralls (fire retardant) provided through Linen Service
- 1 Winter Coveralls or bib-style overalls
- 1 Summer Jacket (fire retardant)
- 1 Winter Coat (fire retardant)
- 1 Rain Coat and Pants
- Cap/Hat
- \$200 Boot allowance for safety CSA approved boots
- 1 pair Rubber Boots
- 8 Gloves

D) GIS Technician, Land Information Technologist, Draftsperson/Engineering Technician and Planner:

- 1 Coveralls
- 1 Summer Jacket
- 1 Winter Coat
- 1 Rain Coat and Pants
- Cap/Hat
- \$200 Boot allowance for safety CSA approved boots
- 4 Gloves (for positions if required)

E) Animal Control Officer, City Inspector, Engineering Technician, Junior Engineer, Facilities Maintenance Technician, Arena Workers and Maintenance Repairperson:

- 5 Shirts
 - 3 Pants or Jeans/Insulated Jeans
 - 1 Coveralls
 - 1 Summer Jacket
 - 1 Winter Coat
 - 1 Rain Coat and Pants
 - 1 Winter Coveralls or bib-style overalls
 - Cap/Hat
 - \$200 Boot allowance for safety CSA approved boots
 - 1 pair Rubber Boots
 - 4 Gloves (for positions if required)
- F) Customer Service Assistant, Customer Service Leader, and Scheduling Administrator:
- 5 Shirts
 - 3 Pants
 - 1 Jacket (track suit type to match pants)
 - 1 Fleece Sweater
- G) Fitness Leader, Fitness Instructor/Attendant, Recreation Facilities Attendant, and Youth Centre Attendant:
- 5 Shirts
 - 3 Pants
 - 1 Jacket (track suit type to match pants)
 - \$150 Allowance for fitness shoes
 - 2 Gloves (for positions if required)
- H) Aquatic Instructor, Aquatic Instructor/Lifeguard, Aquatic Leader, and Lifeguard:
- 2 Swimming Suits and 1 Wet Suit or 3 Swimming Suits and no Wet Suit
*(Additional issue to be assessed by supervisor based on hours worked in water)
 - 3 Shorts
 - 5 Shirts
 - 1 Bathing Cap
 - 1 Whistle
 - \$50 Allowance for Deck Sandals

*It is understood that swimsuits will need to be replaced on a more frequent basis than other clothing as a result of their degradation from chlorine exposure.

Clothing will be assessed for replacement on an as needed basis. If clothing is damaged in the course of work, the respective Supervisor will assess it for replacement or repair if the damaged clothing is returned. If a disagreement arises as to the necessity of replacement the employee may appeal in writing to the appropriate Director.

Footwear allowances will be paid every twelve (12) months, are subject to payroll deductions of applicable deductions and will be reflected in the payroll immediately following January 1st of each year. Employees may opt to receive a purchase order to purchase the footwear.

All seasonal employees will be provided a full initial issue upon hire.

Part-time employees working less than twenty-five (25) hours per week will receive half of the above noted clothing issue, however, where one item is noted, employee shall receive that item.

Temporary employees hired for more than six (6) months will be provided the first year issue upon hire. Temporary employees hired for less than six (6) months will be provided clothing sufficient to perform the work and in accordance with the season, if applicable.

Employees on workers' compensation, long-term disability, or sick leave will be issued the clothing upon their return to work.

Welding gloves, water and sewer workers' specialty gloves, other gloves and safety goggles to be provided as needed.

Identification badges may be required by the City and in such cases these items will be provided at no cost to the employees.

All employees required to wear hard hats will be supplied the required hat and will be required to wear it. Hard hats will be replaced on an "as needed" basis by the Employer.

At the discretion of the Supervisor, departing employees may keep branded clothing.

28.02 Lockers

The Employer agrees to provide secure personal storage for use by employees. The Employer reserves the right to request the employee to open the secure personal storage for inspection in the presence of the Shop Steward at any time deemed necessary. Refusal to permit such inspection shall be cause for immediate discipline.

28.03 Allowance for Tools

The Employer agrees to replace the tools of Mechanic, Auto Body Repairperson and Welder which are broken or damaged on the job and are not covered by warranty, to a maximum of \$500 per year per employee and to provide a tool allowance of \$150 per year per employee.

ARTICLE 29 - AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

29.01 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer

undertakes to ensure that:

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

ARTICLE 30 - ACQUIRED RIGHTS

30.01 Continuation of Acquired Rights

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

ARTICLE 31 - GENERAL CONDITIONS

31.01 Plural May Apply

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

31.02 Bulletin Boards

Bulletin boards will be provided at the various City facilities and any other site where Local 2099 members may be employed for the posting of notices for the information of union members. Notices placed by the union shall be placed on the bulletin board only on the authorization of a recognized union representative and shall be removed only upon such authorization.

31.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall provide one (1) copy to each current employee and future new employees plus fifty

(50) copies for the Union during the life of the contract. All extra copies to be provided at cost.

31.04 Strikes and Lockouts

During the term of this Agreement, the Employer agrees that there will be no lockouts and the Union agree that there will be no strikes or other collective action which will stop, curtail, or interfere with the work required, provided however there is no obvious attempt to circumvent the provisions of this Agreement.

31.05 Designation of Supervisor

Every employee shall be notified of the name of the immediate designated supervisor.

ARTICLE 32 - DURATION OF THE AGREEMENT

32.01 Duration

This Agreement shall be binding and remain in effect from July 1, 2022 to June 30, 2026, both inclusive, and shall continue from year to year thereafter unless either party gives to the other party notice in writing by June 1, 2026, that it desires its termination or amendment.

32.02 Changes in Agreement

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

32.03 Notice of Changes

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

32.04 Agreement to Continue in Force

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

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

32.05 Retroactive Pay for Terminated Employees

Any employee who has severed employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other perquisites provided the employee makes application within six (6) months of the date of signing the contract.

32.06 Retroactivity

All changes in the new Agreement shall be adjusted retroactively unless otherwise specified.

SCHEDULE "A" - Wage Table

GROUP	JOB CLASSES	2022 4%	2023 3%	2024 1%	2025 1%
1		\$29.04	\$29.91	\$30.21	\$30.51
2	Labourer	\$29.75	\$30.64	\$30.95	\$31.26
3	Accounts Payable Administrator Animal Control Officer Office Assistant Taxation Administrator	\$30.50	\$31.42	\$31.73	\$32.05
4	Collections Administrator Collector Operator Equipment Operator GIS Technician Marketing Coordinator Payroll Administrator Water and Sewer (UTM) Worker	\$31.65	\$32.60	\$32.93	\$33.26
5	Carpenter Depot Administrative Officer Financial Systems Administrator Horticulturalist Procurement Administrator	\$32.83	\$33.81	\$34.15	\$34.49
6	Accountant Autobody Repairperson Land Information Technologist Maintenance Repairperson (Instrumentation) Maintenance Repairperson (Millwright) Parks Lead Hand Welder	\$34.07	\$35.09	\$35.44	\$35.79
7	Junior Engineer Lead Hand -Water and Sewer Mechanic - Heavy Duty Equipment	\$35.77	\$36.84	\$37.21	\$37.58
8	Development Inspector Engineering Technician Facilities Maintenance Technician Lead Hand - Mechanical Planner	\$37.56	\$38.69	\$39.08	\$39.47
9	City Inspector - Engineer Services City Inspector - Environment City Inspector - Planning and Development	\$39.44	\$40.62	\$41.03	\$41.44
10		\$41.40	\$42.64	\$43.07	\$43.50

Definition Red Circling

General economic increases, less deductions, will be paid to current employees who as of July 1, 2018 are paid above the job rate and continue to be paid above the job rate after the general increase is applied to their job rate as negotiated in the current collective agreement. The payments will be paid over the course of the year on each pay cheque. Effective July 1, 2019, and each July 1 thereafter for the duration of this agreement the general economic increase that was applied for the previous twelve (12) months will cease and the general economic increase for the next twelve (12) months will commence.

Note: the following positions were vacant and were not rated under the Job Evaluation Plan at the time of signing the 2018-2022 agreement. Should these positions be posted and filled, they will be subject to rating and job class assignment under the Job Evaluation process;

- Draftsperson/Engineering Technician
- Receptionist/Cashier
- Sanitation Worker
- Service Repairperson/Mechanic
- Stockroom Clerk
- Switchboard Operator
- Truck Driver

Lead Hand (temporary) 0.50 above the highest rate supervised.

1st Year Apprentice - 75% Journeyperson Rate

2nd Year Apprentice - 85% Journeyperson Rate

3rd Year Apprentice - 95% Journeyperson Rate

Labourer appointed as a Carpenter Apprentice will be a paid a minimum of Labourer rate.

SCHEDULE “B” - Wage Table

GROUP	JOB CLASSES	2022 4%	2023 3%	2024 1%	2025 1%
1		\$22.57	\$23.25	\$23.48	\$23.71
2	Arena Attendant III Customer Service Assistant Lifeguard	\$23.81	\$24.52	\$24.77	\$25.02
3	Aquatic Instructor Aquatic Instructor/ Lifeguard Fitness Instructor/Attendant Glacier Assistant Recreation Facility Attendant Youth Centre Attendant	\$25.12	\$25.87	\$26.13	\$26.39
4	Arena Attendant II Scheduling Administrator	\$26.75	\$27.55	\$27.83	\$28.11
5	Aquatic Leader	\$28.50	\$29.36	\$29.65	\$29.95
6	Arena Attendant I Customer Service Leader Fitness Leader Maintenance Repair Person (Refrigeration/Air Conditioning)	\$30.35	\$31.26	\$31.57	\$31.89
7	Maintenance Lead Glacier Recreation / Youth Services Leader	\$32.31	\$33.28	\$33.61	\$33.95
8		\$34.41	\$35.44	\$35.79	\$36.15

Definition Red Circling

General economic increases, less deductions, will be paid to current employees who as of July 1, 2018 are paid above the job rate and continue to be paid above the job rate after the general increase is applied to their job rate as negotiated in the current collective agreement. The payments will be paid over the course of the year on each pay cheque. Effective July 1, 2019, and each July 1 thereafter for the duration of this agreement the general economic increase that was applied for the previous twelve (12) months will cease and the general economic increase for the next twelve (12) months will commence.

SCHEDULE “C” - Management

Assistant Manager - Engineering Services
Assistant Manager- Information Technology
Assistant Recreation Supervisor (Aquatics)
Box office staff
Chief Administrative Officer
Community Events Coordinator
City Clerk / Legislative Officer
Director of Corporate Services
Director of Infrastructure and Public Works
Director of Planning, Engineering and Development
Director of Recreation and Community Safety
Executive Assistants
Event staff
Forepersons
Health & Wellness Coordinator
Human Resources Assistant
Human Resources Officer
Manager Community Services Programs
Manager of Development and Planning
Manager of Engineering Services
Manager of Facilities Maintenance
Manager of Finance
Manager of Human Resources
Manager of Information Technology
Manager of Recreation Facilities
Marketing and Communications Officer
Marketing and Economic Development Officer
Municipal Enforcement Senior Officer
Municipal Enforcement Superintendent
Occupational Health & Safety Officer
Records and Information Management Officer
Recreation Supervisor
Recreation Supervisor Recreations and Sport Tourism
Recreation Supervisor Recreations and Youth Services
Works Superintendent
*those above the rank of working supervisor

- Persons hired for summer recreation programs to supervise, coordinate and direct children's games and recreational activities.
- Persons hired for summer recreation programs will not perform any work on any jobs in the Bargaining Unit, such as cutting grass, maintenance, clean-up, etc.
- Persons hired in partnership with the Coalition for Persons with Disabilities.
- Students hired as part of their academic program or in student capacities.

These positions are accurate as of September 16, 2022.

SCHEDULE "D"

Heavy Equipment Operator Apprenticeship Training Program as per Article 14.10

Heavy Equipment Operator Program:

As part of the City's succession planning strategy for skilled trades the City is committed to creating apprenticeship positions to ensure the City has sufficient personnel to staff future vacancies.

Schedule "D" of the Collective Agreement outlines the agreed upon Heavy Equipment Operator Apprentice Training Program as per Article 14.10.

The following outlines the proposed process for the City of Mount Pearl's Heavy Equipment Operator Apprenticeship Program.

HEO Apprentice Program Process:

Current employees in permanent or seasonal positions will be eligible to apply for an Apprenticeship. They will remain classified in their permanent/seasonal position and be paid at that classification rate.

New employees hired by the City who are already registered with the Department of Immigration, Population Growth and Skills in the apprenticeship program may also apply. They will remain classified in the position they were awarded upon hire for the duration of the apprenticeship program and paid at that classification rate.

Employees must submit their interest in writing to the Works Superintendent by the last Friday in May.

All applications will be acknowledged in writing. The City will decide on eligible employees to apply based on seniority and meeting requirements by the last Friday in June and all applicants will be advised.

Selected employees must register with the Department of Immigration, Population Growth and Skills by completing the application within two (2) weeks of notice. Failure to complete the application form within the time period will be considered a withdrawal.

The City will pay program registration upfront to hold a seat in the next program offering (Placentia campus). Should the employee voluntarily withdraw from the program once the registration fee has been paid, they may forfeit their opportunity to participate in future apprenticeship program opportunities and may be held liable to pay the registration fee should the employer not be able to fill the seat with another eligible employee.

To further enhance the quality of the City's Apprenticeship program, a dedicated employee will be assigned to mentor the apprentice for the duration of their apprenticeship program. The mentor must have their Red Seal certification. The mentor will be responsible for signing off on apprentice logbooks as well as providing a qualitative assessment of apprentice skills. This employee will receive additional compensation for acting in this leadership role.

Apprenticeship Program Changes*:

- Hours required to qualify for HEO position with the City reduced to eighteen hundred (1800) hours.
- Eighteen hundred (1800) hours is the same standard as becoming second year apprentice with the Department,
- Note – if apprentice is going through the Journeyman Certificate Program, they will receive seven hundred and twenty (720) education hours credited for completion of the course. For internal eligibility, the Employer will count both the education hours and the working hours towards the total 1800 required hours. Therefore, the working hours required for apprentices who have completed their journeyman certificate is in essence reduced to one thousand and eighty (1080) hours.
- The City is committed to providing the opportunity to attain the apprenticeship hours required to complete the program over the course of a maximum of three (3) years.

**Changes to the program were implemented effective March 2020*

The following employee benefits would apply:

- **Group Insurance Benefits** – After six (6) months of continuous service the apprentice would participate in the group insurance plan (Health and Dental) and be eligible for Life Insurance, Dependent Life and Accidental Death and Dismemberment. They can choose not to participate in the Health and Dental plans if they have coverage under their spouse's insurance plan.
- **Pension Plan** - To be eligible to enter the Pension plan the employee must have been employed with the City for at least twenty-four (24) months (including breaks in service) and have at least thirty-five percent (35%) of the yearly maximum pensionable earnings (YMPE) in the two (2) previous calendar years.
- **Long Term Disability Plan** – The apprentice would be eligible for entrance in the Long Term Disability Plan when they meet the criteria as set out under Article 25.03 A) and B) of the current collective agreement.
- **Sick Leave** – The apprentice would accumulate sick leave credits, in accordance with Article 21.12 Application of Sick Leave Provisions of the current collective agreement, which would be retroactive to their date of hire.
- **Vacation** - The apprentice will accrue vacation credits when they have completed six (6) months of continuous service, as noted in Article 20.01. Rather than be paid out a bi-weekly amount (6% or 8%) in lieu of vacation, apprentices will be credited with vacation retroactive to their date of hire.
- **Return to School Periods** – Subject to operational requirements, when the apprentice receives the class call, it will be considered as an approved unpaid educational leave and they will be issued a Record of Employment for Employment Insurance purposes. Any accumulated vacation or overtime will only be paid out at the request of the employee. Unpaid time, to a maximum of the allowable carry forward, shall remain in

the appropriate bank for when the employee returns to work.

- **Seniority/Employer Service** - It is understood that breaks in service to return to school as part of the training will not count toward employer service for the purpose of seniority or status benefits.
- **Wages** – as per Schedule A of the collective agreement. Employer will top up the difference in salary between EI and current hourly rate.

Program Costs:

- Tuition fees – APX five thousand dollars (\$5000.00)
 - Apprentice is responsible for living expenses, including rental costs if incurred
- Wage top up
- Designated internal employee with Red Seal certification to act in role as a mentor.

Program Cost Recovery:

Should the employee withdraw from the program prior to completion, or fail the program, program costs will be recovered on a pro-rated basis. For example, if the employee is fifty percent (50%) completed the program, fifty percent (50%) of the costs incurred by the City will be recovered. If the employee completes the program, however, fails final examination, they will be given the opportunity to rewrite the examination. If they fail the rewrite, the City will recover twenty-five percent (25%) of the program cost.

Return in Service:

The apprenticeship program is an investment in the City's employees and an investment in the City as part of its succession planning. The following return in service conditions apply to ensure retention of apprentices upon completion of the Heavy Equipment Operator certificate program.

The employee is committed to a return in service of one (1) year. Should the employee voluntarily resign from the City prior to one (1) year post completion of the HEO certificate program, they will be responsible for repayment of the program cost on a pro-rated basis. For example, if resigns three (3) months post completion of the certification program, they will be required to repay seventy-five percent (75%) of the program cost.

SCHEDULE "E"

Job Evaluation Appeal Procedures

A) Definitions:

1. "Appeal" means a request by an employee to the Job Evaluation Appeal Committee for a change in the rating(s) assigned to their current classification.
2. "Committee" means the Job Evaluation Appeal Committee constituted to function in accordance with these Procedures.
3. "Classification" means the identification of a job by reference to Schedule "A" and Schedule "B" in the Collective Agreement.
4. "Director" means Director, or any designate authorized to act on behalf of the Director.
5. "Rating(s)" mean the numeric grades assigned to each factor through the application of the Job Evaluation Plan.
6. "Review" means an assessment conducted by the Job Evaluation Committee as a result of an employee-initiated request.

B) Constitution of Job Evaluation Appeal Committee:

1. There shall be Job Evaluation Appeal Committee consisting of three (3) members, including an employer representative, a union representative and a neutral third party as identified and assigned by the employer and union. Alternate committee members may be selected as per Section B to ensure the timely completion of job evaluation appeals.
2. Human Resources will receive and coordinate the hearing of appeals consistent with these procedures.
3. The Committee shall hold meetings on appeals and shall meet with the employee requesting the appeal and the respective Director.
4. The employee requesting the appeal may be accompanied by another person of their choice from within the City or the Union, who may address the Committee on their behalf.
5. The Committee members will be appointed by the Employer and the Union and must be experienced in the application of the Job Evaluation Plan. Training in the application of the Plan will be provided to all committee members, as required.

C) Procedures:

Reconsideration:

1. Prior to submitting a Request for Appeal of Job Evaluation Review Results form, employees must first request the Job Evaluation Committee perform a Reconsideration of their ratings by submitting a Request for Reconsideration form.
2. The Request for Reconsideration of Job Evaluation Review Results form must indicate which factor(s), under the Job Evaluation Plan, an employee is appealing, the rating requested and the reason for the rating requested. An employee will have access to the Plan to assist in the submission. Copies of the Plan are available from Human Resources.
3. If the employee is not satisfied with the results of the Reconsideration the employee can then appeal the decision of the Job Evaluation Committee to the Appeal committee as outlined below.

The Committee shall consider appeals which comply with the following procedures:

4. An employee requesting appeal must complete the Request for Appeal of Job Evaluation Review Results form. The form should be sent to the Job Evaluation Appeal Committee within 10 days after receipt of the written notification of the review results from Human Resources.
5. The Request for Appeal of Job Evaluation Review Results form must indicate which factor(s), under the Job Evaluation Plan, an employee is appealing, the rating requested and the reason for the rating requested. An employee will have access to the Plan to assist in the submission. Copies of the Plan are available from Human Resources.

6. An appeal shall not be submitted to, or considered by, the Committee:

The duties of the job are assigned as a result of a temporary assignment. An employee may not request a review of a job to which they are temporarily assigned;

If it is based on dissatisfaction with position-specific point valuation relative to other City positions;

On any criteria which differs from the documentation provided for the review conducted by the Job Evaluation Committee.

7. The Committee shall render a decision on appeals within 30 days of receipt, and the decision shall be provided, in writing to the employee who requested the appeal. The notification form will include the rating(s) on the factor(s) appealed by the employee, the point total, the Band Level assigned and the effective date. The form will be copied to the respective Director and Human Resources, for appropriate action.
8. Changes to a higher Band Level will be processed in accordance with Article 24.
9. The decision of the Appeal Committee is final and binding.

THIS AGREEMENT SIGNED ON THIS 12th DAY OF July, 2023 IN THE PROVINCE OF NEWFOUNDLAND AND LABRADOR.

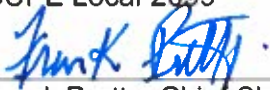
Signed on behalf of the
Canadian Union of Public Employees,
Local 2099:



Sherry Fitzpatrick, President
CUPE Local 2099



Dawn Peckham
CUPE Local 2099



Frank Pretty, Chief Shop Steward
CUPE Local 2099



Terry Walsh, Shop Steward (Glacier)
CUPE Local 2099



Mike Tobin
National Representative, CUPE

Signed on behalf of the
City of Mount Pearl:



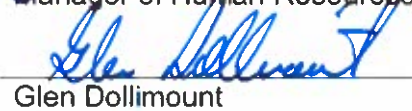
Dana Spurrell
Chief Administrative Officer



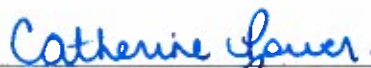
Cassie Pittman
Director of Corporate Services



Janice Mullins
Manager of Human Resources



Glen Dollimount
Director of Public Works



Catherine Power
Manager of Development and Planning



Dave Aker
Mayor

MEMORANDUMS OF UNDERSTANDING NUMBER ONE - GRANT WORKERS

This Memorandum of Understanding will cover the terms and conditions governing the exclusion of "Grant Workers" from the Collective Agreement between the City of Mount Pearl and the Union, CUPE Local 2099.

- A) This will reflect a mutual understanding respecting the use of workers whose term of service is subsidized wholly or partially by a third party to whom the City has applied for funding (herein called Grant Workers).
- B) The City agrees, prior to making individual applications for funding of Grant Workers, to consult with Local 2099, outlining the source of the grant, nature of the work expected to be performed and the proposed duration of the term of service for the workers.
- C) The City further agrees that no Grant Worker will be hired until the Union has been consulted and advised of the duration and scope of the projects to be undertaken by the City.
- D) The City further agrees that no project will be extended beyond the original completion date without consultation with the Union.
- E) The City further agrees that Grant Workers shall not perform duties normally performed by members of the bargaining unit which displace any member of the bargaining unit.
- F) The City further agrees to provide the Union with the following information pertinent to each grant project application:
 - 1. Commencement and completion date of project.
 - 2. List of all duties, type of work and location where duties of Grant Workers will be performed.
 - 3. List of number of workers, both full-time and part-time.
 - 4. Total person hours required for grant project.
 - 5. Type of grant project (provincial, federal, other).
 - 6. Value of grant - material, labour, etc.
 - 7. Copies of grant applications, amendments and pertinent correspondence preceding the applications.
- G) The City further agrees that with one (1) week written notice from the Union, substantiating that the Grant Workers' project is interfering with the work of the bargaining unit, then the City will have such interference stopped in order to comply with Section 5.
- H) The Union agrees that the terms of the Collective Agreement do not apply to Grant Workers, and they may carry out their duties without interference from the Local, provided the Grant Workers are utilized within the criteria disclosed during the consultation process.

MEMORANDUMS OF UNDERSTANDING NUMBER TWO - FLEX HOURS

This Memorandum of Understanding (MOU) will cover the terms and conditions governing the use of Flex Hours by all Departments within the City of Mount Pearl to enhance employee work/life balance, customer service and operational efficiency and include the following:

- A) Flex hours are regular hours scheduled between Monday to Sunday that are mutually agreed upon between the individual employee and their Director for a specific period of time.
- B) The regular weekly work hours during flex hour arrangements cannot exceed the provision of hours specified in Article 16. Any weekly hours over and above will be considered as overtime hours.
- C) The regular work week during flex hour arrangements will consist of the weekly hours specified in Article 16.
- D) Flex hours may be changed on a day-to-day or a week-to-week basis as mutually agreed upon between the individual employee and the Director. Where flex hours are in place, a failure to agree under this provision will mean the flex hours schedule will continue. If no flex hours are agreed upon, the normal hours scheduled will continue.
- E) This MOU may be terminated by either party upon written submission thirty (30) days in advance of the desired termination date of this agreement. If terminated, hours will revert to the provisions of Article 16.

MEMORANDUMS OF UNDERSTANDING NUMBER THREE - CONTRACTING IN

The City of Mount Pearl and the Canadian Union of Public Employees, Local 2099, have reached agreement on the establishment of a process for the purpose of developing a means whereby the City can utilize the available expertise of employees within the bargaining unit, thereby providing employment to members of the bargaining unit when the work might otherwise be contracted out.

The parties have agreed to and have developed a process to remove any collective agreement impediments to using the members of the bargaining unit to do certain projects and thereby reduce the amount of work contracted out by the City.

The following describes a process for achieving this mutually desirable goal. Should the process be considered successful by both parties it will form the basis of the model to be used by the parties respecting future projects.

The process will be as follows:

1. The City may identify a project or work it believes could be done by members of the bargaining unit, but for conditions of the Collective Agreement, it would ordinarily tender or contract out that project or work.
2. The work or project and the scope, including the nature, duration, likely bargaining unit members required, along with the names of those employees viewed as required ("The Identified Force"), and the nature of interactions with others that could interfere with the progress of the project or work, will be put in writing and provided to the Union.
3. a. The Union and the City will meet at their earliest opportunity, within five (5) days of the identification of a project, to review the identified project or work and further determine what clauses of the Collective Agreement should be suspended or what modifications are to be put in place respecting the project or work identified to allow the work to be done by the bargaining unit subject to 3 (b).
3. b. The following changes are acknowledged as applicable to all work or projects which come under the agreed upon process:
 - Normal recall notice under the Collective Agreement is suspended and every employee, to be eligible, must be prepared to report to work on the date specified.
 - Notice of layoff, however acquired, is suspended and all employees on layoff will be deemed to be continued on layoff, being recalled only for each day (fixed term) they are required for the work or project.
 - Employees who are told to report for a day to work will be entitled only to a minimum of four (4) hours pay if sent home with four (4) hours or less work due to weather, unavailability of equipment or subcontractors, etc. otherwise, the pay will be for the time worked.

- Identified employees will be selected from the most senior in the classification worked unless it is known by the employer that they are not physically able to do the work (injured or sick) or are known to be unavailable. The up to date seniority list shall be the operative list for the ranking and selection.
 - All leave provisions (paid or not paid) of the Collective Agreement are inapplicable to employees while recalled or assigned to such projects or work.
 - No grievance exists for the purposes of the Collective Agreement respecting a failure to abide by the terms of the Collective Agreement suspended or waived by the provisions of this Memorandum of Understanding; a grievance only lies in respect of a claim that the provisions of this Memorandum of Understanding have been misapplied, misinterpreted, or improperly administered according to its terms.
4. In addition to the minimum changes as identified above, the parties may agree to such further changes which shall be put in writing and signed by both parties using the attached form "A".
 5. Following the completion of the first identified work/project, the Union and the City will meet to review the work/project and make any changes that they be mutually acceptable. The City will provide a breakdown of the project cost as a means of determining the competitiveness of the in-house work/project in comparison to contracting out.
 6. Either party may terminate this Memorandum of Understanding at any time by notice to the other party provided, however, that notwithstanding notice being given any project or work which the parties have started or have executed a Form "A" in accordance with this Memorandum of Understanding shall be completed as if the Memorandum had not been terminated.

FORM "A"

**CONTRACTING IN - COLLECTIVE AGREEMENT
FLEXIBILITY AGREEMENTS**

The parties have agreed to use bargaining employees to perform the work/project named:

Names of employees:

Proposed duration of project:

The terms of clause 4 of the Memorandum of Understanding are adopted with/without change.

In addition, the following modifications, suspensions or additions are put in place for the above-named project:

Based upon these representations, the City agrees to contract in the work or project named above, it being understood that each work or project shall require its own form "A".

MEMORANDUMS OF UNDERSTANDING NUMBER FOUR – EARLY PENSION RETIREMENT PENALTY REDUCTION PROGRAM

This Memorandum of Understanding (MOU) outlines the process to be followed by Canadian Union of Public Employees (CUPE), Local 2099, Employees ("the Employees") to access an Early Pension Retirement Penalty Reduction ("EPRPR") Program during the period from July 1, 2018 and June 30, 2022.

The EPRPR Program provides a regular payment by the City of Mount Pearl ("the City") of the actual penalty [currently four percent (4%) of the pension accrued to the date of retirement for each year (and a proportionate percentage for each partial year] that the employee retires prior to age 65) in effect at the time of retirement under the terms of the Newfoundland and Labrador Municipal Employee Benefits Inc. Pension Plan ("the Plan") in each year of retirement prior to age sixty-five [65] after eligible Employees reach the age of sixty (60) years of age.

Employees with pensionable service with the City prior to July 1, 1999 and who opt to retire any time between the ages of sixty (60) and sixty-five (65) during the period of July 1, 2018 and June 30, 2022 ("the Collective Agreement Period") will be eligible to access the EPRPR Program subject to the following:

- A minimum written notice period of three (3) months to be provided to the City prior to the date of retirement.
- The EPRPR applies only to Employee(s) reaching their sixtieth (60th) birthday and who opt to retire any time prior to reaching their sixty-fifth (65th) birthday during the Collective Agreement Period.
- Eligibility will cease when Employees reach their sixty-fifth (65) birthday during the Collective Agreement Period.
- Payments will commence on the first (1st) of the month following the date of retirement and will cease when Employees reach their sixty-fifth (65th) birthday.
- Payments will be made on a monthly basis.

**MEMORANDUMS OF UNDERSTANDING
NUMBER FIVE - TEMPORARY LEAVE OF ABSENCE – DEPARTMENT OF COMMUNITY
DEVELOPMENT**

Subject to clause 14.04, the Employer and the Union agree that a maximum of two (2) employees in the Recreation Division shall be permitted to apply on temporary positions which the Employer has advertised in other departments. Employees who are successful in obtaining a temporary position must be available to complete the entire period of the assignment and shall then be granted a Temporary Leave of Absence from their current position. Once the assignment is complete, the employee shall be returned to their previous position. If there is an existing schedule in place when the employee returns, the employee must accept that schedule until the next scheduling period. This MOU will be reviewed at the conclusion of this agreement.

LETTER OF UNDERSTANDING #1

September 16, 2022

CUPE
Local 2099

Attention: Ms. Nicole Dunphy

Re: Article 4:02

This is to confirm our understanding that the phrase of "job of short duration incidental to the performance of duties" is intended and will be used in the context of a task or a function which would take minutes to perform. This exception will not be used by persons outside the unit (employed) to work on jobs of a duration extending to an hour or more or resurfacing the ice. The types of jobs or tasks envisaged include rendering immediate assistance to bargaining unit employees (heavy loads, to provide a rest, change light bulb, etc.), picking up parts/materials when otherwise in the area to ensure the continuity of work is not broken and is performed in an efficient manner.

Originally signed 24 April 1995

LETTER OF UNDERSTANDING #2

September 16, 2022

City of Mount Pearl
3 Centennial Street
Mount Pearl, NL A1N 1G4

Attention: Mr. Jason Collins

This is to confirm our understanding of the arena staffing during special events and functions (Christmas and Easter Hockey Tournaments, etc.). During these times it is understood that all permanent and permanent part-time employees will be employed and given a full 40-hour week schedule before any casual employees or management personnel (subject to Article 4:02) are utilized to perform such duties. It is further agreed that such casual employees, periodically called to perform bargaining unit duties, will be compensated at the appropriate rate of pay and have union dues deducted for that period. Such an employee, required to perform bargaining unit work, cannot perform any non-union tasks during that period, but is able to be employed by Management for such jobs once the period of unionized employment has ended.



Ms. Nicole Dunphy

Originally signed 11 January 1996

LETTER OF UNDERSTANDING #3

September 16, 2022

CUPE
Local 2099

Attention: Ms. Nicole Dunphy

Employees temporarily assigned to work outside the bargaining unit will only have access to the grievance procedure for disciplinary and dismissal matters if such discipline or dismissal effects their position within the bargaining unit.

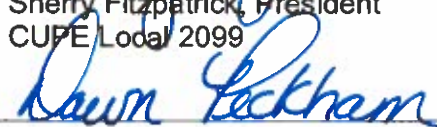
Originally signed 29 September 1997

MEMORANDUMS OF UNDERSTANDING, NUMBERS ONE THROUGH FIVE, AND LETTERS OF UNDERSTANDING, NUMBERS ONE THROUGH THREE, SIGNED THIS 12th DAY OF July 2023 IN THE PROVINCE OF NEWFOUNDLAND AND LABRADOR.

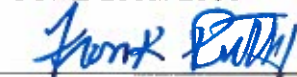
Signed on behalf of the
Canadian Union of Public Employees,
Local 2099:



Sherry Fitzpatrick, President
CUPE Local 2099



Dawn Peckham
CUPE Local 2099



Frank Pretty, Chief Shop Steward
CUPE Local 2099



Terry Walsh, Shop Steward (Glacier)
CUPE Local 2099

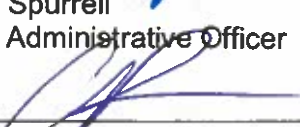


Mike Tobin
National Representative, CUPE

Signed on behalf of the
City of Mount Pearl:



Dana Spurrell
Chief Administrative Officer



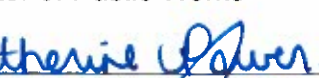
Cassie Pittman
Director of Corporate Services



Janice Mullins
Manager of Human Resources



Glen Dollimount
Director of Public Works



Catherine Power
Manager of Development and Planning



Dave Aker
Mayor

GROUP BENEFIT PLAN

The Group Benefit Plan is not part of the Collective Agreement. Benefits are subject to the Master Policy and the schedule of benefits is outlined in the employee booklets provided by the Insurance Company. All inquiries should be forwarded to Human Resources.

RETIREE BENEFIT PLAN

Retiree Benefits

Employees will receive health and dental benefits on retirement, without any termination age subject to the following:

- The employee had served a minimum of twenty (20) years of service with the City and has reached age fifty-five (55) OR the employee has reached a combination of age and service totaling a minimum of seventy-five (75).
- The employee is in receipt of pension benefits from the City
- The retiree pays one hundred percent (100%) of the premiums

Life Insurance and Accidental Death and Dismemberment benefits cease at the earlier of retirement or age seventy (70) and are replaced with the following retiree group benefit plan:

Life Insurance

- Life Insurance - \$30,000
- Life Insurance at age sixty-five (65) - \$15,000
- Life Insurance ceases at age seventy (70)

Accidental Death & Dismemberment (AD&D)

- AD&D - \$30,000
- AD&D at age sixty-five (65) - \$15,000
- AD&D ceases at age seventy (70)

Annual maximum for health insurance coverage is \$10,000 per annum per claimant.

Survivor spousal health and dental insurance benefits will remain in effect for two (2) years.

Upon termination or reduction of group benefits, employees may be eligible to convert the Employee Life Insurance to an individual policy, without medical evidence. Application and the first monthly premium must be received by Manulife Financial within thirty-one (31) days of the termination or reduction of the Employee Life Insurance.

Retiree Benefits Other

Employees who do not meet the criteria above for retiree health and dental benefits may inquire re the availability for conversion benefits. Further information can be obtained by contacting Human Resources.

BLENDED PENSION PLAN DESCRIPTION

Definition of Plan

The following is not part of the collective agreement. Benefits are subject to the pension plan policy. All inquiries, correspondence and claims should be forwarded to the City.

Eligible employees were provided with a revised pension plan effective July 1st, 1999 that provided the following benefits:

- A) Normal retirement age of sixty (60).
- B) Early retirement on or after age fifty (50) with 0.05% reduction for each month of early retirement, i.e., 6% per year.
- C) A final average benefit formula (2% of the average of the member's best five (5) consecutive years of service, multiplied by years or pro rata number of years of credited service).
- D) Post-retirement indexing equal to the increase in the consumer price index (CPI) to a maximum of 6% per year.

Employees retiring after July 1st, 1999 will receive a blended pension with benefits based on a combination of the pension plan that existed prior to June 30th, 1999 and the revised pension plan effective July 1st, 1999.

ELIGIBILITY GUIDELINES FOR ENTRANCE IN THE GROUP BENEFIT AND LONG-TERM DISABILITY

The following eligibility guidelines, as established by the City of Mount Pearl, will determine eligibility for union employees in accordance with their specified employment status to enter the Group Benefit Plan. It is mandatory for all eligible unionized employees to participate in the Group Benefit Plan with the exception of the opting out provisions for health and dental care benefits as outlined in Article 25.03 F) 2. Coverage under the plan is Life Insurance, Accidental Death & Dismemberment, Dependent Life, Family or Single Health Care Benefits, Family or Single Dental Care Benefits, and Long Term Disability.

Permanent Employees Group Benefit Plan

Eligibility - Permanent Employees will be eligible for entrance in the Group Benefit Plan upon date of hire. Coverage will be based on projected regular earnings, excluding overtime, clothing allowances etc., calculated on their normal classification and projected regular annual work hours.

Benefits - Life Insurance equal to two (2) times their regular earnings, excluding overtime, clothing allowances etc., Accidental Death & Dismemberment - an amount determined in the same manner as described for life insurance, Dependent Life, Health Care Benefits & Dental Care Benefits.

Long Term Disability Plan

Eligibility - Permanent Employees will be eligible for entrance in the Long Term Disability Plan upon completion of twelve (12) months of continuous employer service. Coverage will be based on projected regular earnings, excluding overtime, clothing allowances, etc., calculated on their normal classification and projected regular annual work hours.

Benefits - 66.67% of monthly earnings to a maximum as defined in the plan text.

Permanent Part-time Employees Group Benefit Plan

Eligibility - Permanent Part-time Employees will be eligible for entrance in the Group Benefit Plan when they have worked an average of twenty-five (25) hours or more over a period of one (1) year. They will remain in the plan provided the employee's average hours do not drop below twenty (20) hours per week. Should the annual average number of hours reduce below twenty (20) hours per week, then the coverage will cease. The employee's number of hours will be reviewed as of January 1st every year to ensure this requirement is met. In the event coverage ceases, the permanent part-time employee will have to re-qualify, i.e., required to work an average of twenty-five (25) hours or more over a period of one (1) year.

Benefits - Same as Permanent Employees.

Long Term Disability Plan

Eligibility - Permanent Part-time Employees will be eligible for entrance in the Long Term Disability Plan when they have worked an average of twenty-five (25) hours or more over a one-year period. They will remain in the plan providing the employee's average hours do not drop below twenty (20) hours per week. Should the average number of hours reduce below twenty (20) hours, then the coverage will cease. The employee's number of hours will be reviewed as of January 1st every year to ensure this requirement is met. In the event coverage ceases, the permanent part-time employee will have to re-qualify, i.e., required to work an average of twenty-five (25) hours or more over a period of one (1) year and may be required to provide medical evidence.

Coverage will be based on projected regular earnings, excluding overtime, clothing allowances etc., calculated on their normal classification and the annual hours worked during the year preceding their permanent part-time status and adjusted annually thereafter on January 1st to reflect the total annual hours worked.

Benefits - 66.67% of monthly earnings to a maximum as defined in the plan text.

Seasonal Employees Group Benefit Plan

Eligibility - Seasonal Employees will be eligible for entrance in the Group Benefit Plan following twelve (12) months of accumulated employer service. Coverage will be based on regular earnings, excluding overtime, clothing allowances etc., calculated on their normal classification

and projected annual work hours.

Coverage will be based on projected regular earnings, excluding overtime, clothing allowances etc., calculated on their normal classification and the projected annual hours worked during the preceding year.

Benefits - Same as Permanent Employees

Long Term Disability Plan

Seasonal Employees will not be eligible for coverage under the Long Term Disability Plan.

Part-time Employees Group Benefit Plan

Eligibility - Part-time Employees will be eligible for entrance in the Group Benefit Plan when they work an average of twenty-five (25) hours or more over a period of one year. They will remain in the plan provided the employee's hours do not drop below twenty-five (25) hours per week. Should the annual average number of hours reduce below twenty-five (25) hours per week, then the coverage will cease. The employee's number of hours will be reviewed as of January 1st every year to ensure this requirement is met. In the event, coverage ceases, the part-time employee will have to requalify, i.e., required to work an average of twenty-five (25) hours or more over a period of one (1) year.

Coverage will be based on projected regular earnings, excluding overtime, clothing allowances etc., calculated on their normal classification and the annual hours worked during the year preceding their eligibility and adjusted annually thereafter on January 1st to reflect the total annual hours worked.

Benefits-Same as Permanent Employees

Long Term Disability Plan

Part-time Employees will not be eligible for coverage under the Long Term Disability Plan.

Temporary Transfers Group Benefit Plan

Employees temporarily transferred to another position will have their Life Insurance, Accidental Death & Dismemberment coverage increased (if the employee is eligible for such coverage), in accordance with the employee's rate of pay, provided the transfer is equal to or greater than eight (8) weeks in duration.

Long Term Disability Plan

Employees temporarily transferred to another position will have their Long Term Disability coverage increased (if the employee is eligible for such coverage), in accordance with the employee's rate of pay, provided the transfer is equal to or greater than eight (8) weeks in duration.

