

Original signed copy

This Agreement made this 1st day of January 2010

BETWEEN The Town of Happy Valley-Goose Bay
Hereinafter called "the Employer"
Party of the First Part

AND Canadian Union of Public Employees
And its Local 2019
Hereinafter called "the Union"
Party of the Second Part

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ARTICLE 1, PREAMBLE

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

1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions in all matters pertaining to working conditions, employment, services, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
5. To reserve to the parties signatory hereto, the respective rights and privileges of each of them.

ARTICLE 2, MANAGEMENT RIGHTS**2.01** **Management Rights**

The Union recognizes and agrees that the Employer has the right to operate and manage its assets and business and direct the working forces subject to the terms of this agreement. The Employer shall not exercise its rights in an arbitrary or discriminatory manner.

ARTICLE 3, RECOGNITION AND NEGOTIATION**3.01** **Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 2019 as the sole and exclusive collective bargaining agent for all of its employees save and except Town Manager, Town Clerk, Superintendent of Works - R/T, Superintendent of Works – W/S, Tourism, Parks & Recreation Director, Town Engineer, Director of Economic Development, Chief Municipal Enforcement Officer, one Community Constable, one employee designated by the Employer as performing work of a confidential nature, Accounts Receivable Supervisor, and other officers of the Employer as outlined in Section 63, subsection 1 of the Municipalities Act and persons hired as labourers specifically for the spring clean-up period (no person excluded for the spring clean-up period shall be retained on the payroll for a period exceeding 15 days in any calendar

year), and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

3.02 Work of the Bargaining Unit

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

- (A) In case of emergency:
- (b) For work that is incidental to supervisory duties, and
- (c) For instruction and training.

3.03 No Other Agreement

No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

3.04 No Strike, No Lockout

During the terms of this agreement the parties hereto agree that there shall be no strikes or lockouts.

3.05 Provision of the Agreement

In the event that any of the provisions of this agreement are found to be in conflict with any laws of any properly constituted government body who has jurisdiction in the area, it is agreed that such laws shall supersede the conflicting provision without in any way affecting the remainder of this agreement.

ARTICLE 4, NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

- a) The employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, gender or marital status, sexual orientation, place of residence, nor by reason of his membership or activity in the Union, nor any other reason.
- b) Discrimination means differential treatment of groups or individuals resulting from a distinction, preference, restriction or exclusion that is based on one of the prohibited grounds listed in 4:01(a).

4.02 Harassment

Both the Town and the Union consider sexual harassment as defined below and personal harassment as defined herein to be reprehensible and are committed to maintaining an environment where such harassment does not exist.

To this end, the Union and the Town recognize the right of employees to work in an environment which is free from harassment. The parties undertake to investigate alleged occurrences with all possible dispatch. If harassment has taken place, the Town shall take appropriate action and shall ensure that the harassment ceases. The victim shall be afforded all reasonable protection from repercussions which might result from his/her complaint.

A grievance under this clause shall be filed with the Town Manager, **or in his/her absence with the Town Clerk**, at Step 3 within twenty (20) working days of the incident giving rise to the grievance.

An individual is free to file a complaint in any forum and may do so however, an individual who wishes to file and process a grievance on any allegation of harassment must do so before actively proceeding with a complaint in any other forum.

In the event the parties are unable to resolve the matter, either party may refer the matter to arbitration in accordance with Article 11 and the parties shall make every reasonable effort to schedule a hearing within sixty (60) calendar days of the referral to arbitration.

- (a) Sexual harassment is comprised of unsolicited comments, gestures or physical contact of a sexual nature that the individual knows or ought reasonably to know to be unwelcome, objectionable, or offensive. Except in gross situations, where an individual takes exception to the actions, behavior or comments of another individual they **shall** warn the other person that their behavior is unwanted and must cease.

Sexual harassment may involve procuring favours or promises of favours with the threat of reprisal for refusing.

Sexual harassment can be expressed in a number of ways which may include:

- unnecessary touching or patting
- suggestive remarks, jokes or behavior
- demands for sexual favours
- physical assaults

- (b) For the purposes of this provision Personal Harassment is defined as one or a series of intentional comments or actions designed to deliberately abuse or humiliate a person and which result in an intimidating or hostile working environment; it is understood that the work performance of employees who are subject to harassment may be adversely affected. Such alleged harassment will

not include supervisor/employee performance assessment and appraisal or matters within the normal disciplinary processes of the Town.

ARTICLE 5, UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

All employees of the Employer as specified in Article 3.01 shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union on the day they are hired.

ARTICLE 6, CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be forwarded in one cheque to the National Secretary-/Treasurer of CUPE not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names, addresses, classifications, and gender of the employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hiring, layoff, transfers, recalls, resignations, retirements, deaths, and other terminations of employment. A copy of this list shall be forwarded by the Employer to the Local Treasurer.

ARTICLE 7

THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect.

7.02 Copies of Agreement

Upon commencing employment the employee's immediate supervisor shall introduce the new employee to his Union steward or representative. The steward or representative will

provide him with a copy of the Collective Agreement and acquaint said employee with the terms and articles of the Collective Agreement.

ARTICLE 8, CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Town Manager or another person designated by Council and the Secretary of the Union

ARTICLE 9, LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In 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.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and shall have the right of equal representation with management with the size of each restricted to five (5) members. The Union will advise the Employer of the Union nominees to the Committee.

9.03 Function of Bargaining Committee

All matters pertaining to the collective bargaining process shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

9.04 Representation of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall, with permission of management, have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Such permission will not be unreasonably withheld.

9.05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

9.06 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 bargaining meetings with the Employer, held within working hours without loss of remuneration.

9.07 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises, in an area designated by the Employer, during employees' lunch period or following the regular working day.

9.08 Labour Management Committee

- (a) There shall be a joint Employee Management Committee of not more than six (6) persons composed of three – Management, three – Union.

The purpose of the Committee is to meet and confer on matters of mutual interest which are not properly the subject matter of a grievance or negotiation.

Items shall be submitted to the Town Clerk and he/she will prepare agenda and arrange meeting.

- (b) The Union's representatives shall be selected by the Union and the Employer shall be duly notified in writing as to the names.
- (c) The Committee shall meet if and when the need arises or at the request of either party. Representatives of the Union shall not suffer any loss of pay as a result of attending meetings of this Committee during working hours.
- (d) The meeting shall be chaired by the Employer's representation and vice chairman will be selected by the Union Executive.
- (e) Requests for additional meetings may be made by either party by giving five (5) days notice.

ARTICLE 10, RESOLUTIONS AND REPORTS OF THE COUNCIL**10.01 Employer Shall Notify Union**

The Employer agrees that any reports or recommendations made to the Council dealing with conditions of employment and 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, of speaking to them when they are dealt with by the Council.

10.02 Copies of Resolutions

Copies of all motions, resolution and bylaws or rules and regulations adopted by the Council which affect the Union are: (1) to be forwarded to the Union, and (2) to be posted on all bulletin boards.

ARTICLE 11, GRIEVANCE PROCEDURE**11.01 Recognition of Union Stewards and Grievance Committees**

In order to provide an orderly and speed procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Stewards shall assist any employee which the Stewards represent in preparing and presenting his grievance procedure. Both parties agree that there shall be a total of two (2) stewards during the term of this agreement.

11.02 Names of Stewards

The Union shall notify the Employer in writing of the names of each person appointed under Article 11.01.

11.03 Grievance Committee

The Stewards selected shall constitute the Grievance Committee.

11.04 Permission to Leave Work

The Employer agrees that the Stewards shall be allowed to investigate and attempt to resolve disputes except where this would interfere with provision of essential town services. The Union recognizes that each Steward is employed full time by the Employer and that he will not leave his work during working hours except to perform his duties under this article. Therefore, no Steward shall leave his work without obtaining the permission of his supervisor, which permission shall not unreasonably be withheld.

11.05 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application,

administration or alleged violation of the Collective Agreement.

11.06 Settling of Grievance

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

Step 1 The aggrieved employee(s) shall within ten (10) calendar days after becoming aware of the occurrence of the grievance, submit his/her grievance to the Shop Steward or in his/her absence another Shop Steward may process the grievance.

Step 2 If the Steward considers the grievance to be justified, the employee concerned together with his/her Shop Steward, may within seven (7) calendar days following receipt of the grievance submit his/her grievance in writing to the employees supervisor.

Step 3 Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the Steward will submit to the Town Manager a written statement of the particulars of the grievance and the redress sought. The Town Manager shall render his decision within five (5) working days after receipt of such notice.

Step 4 Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

11.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Steps 1 & 2 of this Article may be bypassed by mutual agreement between the Steward and Town Manager (or designates.)

11.08 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.

11.09 Grievance on Safety

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

11.10 Replies in Writing

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

11.11 Facilities for Grievances

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

11.12 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.

11.13 Failure to Act Within Time Limits

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

11.14 Technical Objections to Grievances

No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar error or by an inadvertent omission of a step in the grievance procedure. 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, and to extend time limits, in order to determine the real matter in dispute and to render a decision which it deems just and equitable.

ARTICLE 12, ARBITRATION

12.01 Notice of Arbitration

Should any grievance arise which is not satisfactorily resolved under Article 11, either party may, by providing notice in writing to the other, as allowed in Step 4, refer the matter to arbitration.

12.02 Failure to Appoint

If the party receiving the notice fail to agree on an arbitrator from the list in article 12.08 within five (5) working days, the appointment shall be made by the Minister of Labour upon request of either party.

12.03 Substitute Arbitrator

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

12.04 Decision of Arbitrator

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

12.05 Expenses of Arbitrator

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

12.06 Amending of Time Limits

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

12.07 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the right to the assistance of any employee(s) concerned without loss of pay or benefits as witnesses and any other witnesses.

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.

12.08 Names of Arbitrators

1. John Scott
2. Dr. Rene Panjabi
3. David Buffett
4. Dennis Browne

ARTICLE 13, DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Discharge Procedure

A Department Head may suspend an employee but shall immediately report such action to the Employer. When an employee is discharged or suspended, he/she shall be given the reason in the presence of his/her Steward, alternate or any member of the executive. Such employee and the Union shall be advised in writing within two (2) working days by the Employer of the reason of such discharge or suspension.

13.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under *Article 11, Grievance Procedure*. Steps 1

and 2 of the Grievance Procedure may be omitted in such cases.

13.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee. In cases of discharge and discipline, both parties agree to an exchange of all evidence pertaining to the case prior to the arbitration hearing.

13.04 Unjust Suspension or Discharge

An employee who has been suspended or discharged shall be immediately reinstated in his former position without loss of seniority should the suspension or discharge be overturned upon completion of the grievance procedure.

He shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement 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. Any monies earned by an employee during a period of suspension or discharge shall be deducted from any award made under this article.

13.05 Warnings

Whenever the Employer or its designate deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall provide such censure in writing within ten (10) days of the verbal censure, giving particulars of such censure, and shall in the same time frame provide a copy of the written censure to the union.

13.06 Crossing of Picket Lines During Strike

No employee covered by this agreement shall have the right to refuse to cross a picket line arising out of labour disputes unless it can be demonstrated that such an attempt would result in physical harm to the employee, property or family. Failure to cross such a picket line by a member of this Union, except as outlined in the foregoing, shall be a violation of this agreement and shall be grounds for disciplinary action.

13.07 Adverse Report

If the Employer wishes to make an expression of dissatisfaction concerning an employee's work a part of his/her record, the Employer shall notify the employee, with a copy to the Union, within ten (10) working days of the occurrence. This notice shall include particulars of the work performance which led to such dissatisfaction. This article shall be applicable to any complaint or accusation which may be detrimental to any employee's advancement or standing with the Employer, whether or not it relates to his

work. The employee's written reply to such complaint, accusation or expression of dissatisfaction shall become part of his record. The record of an employee shall be removed from his personnel file and destroyed after the expiration of twelve (12) months providing there is no recurrence of a similar incident during that time, in which case it shall be removed and destroyed twelve months after the recurrence. Employees and their representative shall have the right to view their personnel file at any time.

13.08 Tolerance Policy

The Union agrees to promote the goals of the Town's Zero Tolerance Policy with respect to the consumption of alcohol or other controlled substances on the Town's premises or reporting to work when under the influence. If an employee's job description requires the employee to possess a valid Driver's License and if he/she is charged with driving under the influence of alcohol or other controlled substance which results in the loss of their license, the Town of Happy Valley-Goose Bay will suspend the employee without pay. **If an employee is convicted in a court of law that results in the loss of their driver's license for more than 12 months then the employee's job with the Town of Happy Valley-Goose Bay shall cease.** However in the event an employee's Driver's License is suspended for medical reasons, the Town will make every effort, in conjunction with the Union, to accommodate the employee during the period of suspension of the employee's Driver's License. Notwithstanding the foregoing, this is without prejudice to the rights of the Union or any employee under the terms of this agreement.

13.09 Time Frame

If the Employer fails to act within the time limits specified in Articles 13.01 to 13.07 such discipline shall be null and void.

ARTICLE 14, SENIORITY

14.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the number of days worked, including Annual Leave, Travel Time, and Sick Leave and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoffs, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

14.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of

Application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

14.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of four (4) months during which period there will be no accumulation of seniority. After completion of the probationary period, seniority shall be effective from the original date of hire. Probationary employees may be dismissed for reasons of unsuitability, as determined by the Employer, during their probationary period without access to the grievance and arbitration procedure except where discrimination or bad faith is alleged.

Probationary employees shall not be entitled to Sick Leave, Travel Allowance or membership in the Insurance or Pension Plan. On successful completion of the probationary period, the employee shall receive retroactive credit with respect to Travel Allowance and Pension.

14.04 Loss of Seniority

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

An employee shall lose his seniority in the event:

- 1) He is discharged for just cause and is not reinstated.
- 2) He resigns in writing and does not withdraw within three (3) working days.
- 3) He is absent from work without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- 4) He fails to return to work within seven (7) days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work or employment of less than one (1) months duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work.
- 5) He is laid off for a period longer than twelve (12) months.

14.05 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without his consent.

ARTICLE 15, PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

- a) When a vacancy occurs or a new position is created, within the bargaining unit, the Employer shall notify the Canadian Union of Public Employees, Local 2019, in writing, and post notice of the position in the Employer's offices and on all bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy or new position.

When the Employer is notified in writing that an Employee is not able to fill his/her classification due to sick leave, long term disability, workers compensation or an approved leave of absence, for a period of six (6) weeks or more, the Employer prior to filling the classification, will post such classification.

- b) During the six (6) weeks specified in "A" above, any promotions, transfers, or staff changes shall be assigned on the basis of seniority, provided the Employee has the qualifications to perform the work required.

15.02 Information in Postings

Such notice shall contain the following information: Nature of position, knowledge, qualification, education, skills required, shift work involvement, wage for salary rate or range. All job postings shall state, "*This position is open to male and female applicants.*"

15.03 Role of Seniority in Promotions and Transfers

In making staff changes, transfers or promotions within the bargaining unit, appointment shall be made of the applicant with the greatest bargaining unit wide seniority and having the required qualifications and ability in accordance with Article 15.02. Upon request the employee shall be given the right to demonstrate his/her ability.

15.04 Trial Period

Applicants shall be notified of the Employer's decision within a reasonable length of time. The successful applicant shall be deemed to be on trial for a period of ninety (90) calendar days. Conditional on satisfactory service, the employee shall be confirmed in the position after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate, and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

15.05 Promotions Requiring Higher Qualifications

Consideration for promotion may be given to the senior applicant who does not possess the required qualifications and/or ability. If neither applicant possesses the qualifications and ability, the Employer may fill the position from outside the bargaining unit.

15.06 Handicapped Worker Provision

An employee unable through injury or illness to perform his normal duties may be provided with alternate suitable employment, if available. Such employee shall not displace an employee with more seniority.

15.07 Older Worker Provision

An employee, who, through advancing years is unable to perform his normal duties, may be provided with alternate suitable employment, if available. Such employees shall not displace an employee with more seniority.

ARTICLE 16, LAYOFFS AND RECALL**16.01 Role of Seniority in Layoff**

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

16.02 Recall Procedure

Employees shall be recalled in the order of their seniority.

16.03 Advance Notice of Layoff

Unless legislation is more favourable to the employee, the Employer shall notify the employees who are to be laid off as follows:

An employee with less than twenty (20) years service Ten (10) working days

An employee with twenty (20) or more years service Fifteen (15) working days

No Lay-off Notice will be required for employees recalled to work for periods of time of two (2) weeks or less in duration.

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

16.04 Grievances on Layoffs and Recalls

Grievances concerning layoffs and recalls may be initiated at Step 3 of the Grievance

Procedure.

16.05 Job Security

During the life of this Collective Agreement there shall be no layoffs of existing full time employees as per list below.

Job Classifications

- One Mechanic Foreman
- One Mechanic
- One Heavy Equipment Operator Foreman
- Six Heavy Equipment Operators
- One Labourr – Garage
- One Water & Sewer Foreman
- Two Water & Sewer/Treatment Plant Operators
- Three Water & Sewer Assistants
- One Animal Control Officer
- Four Fire Fighters
- One Recreation Program Coordinator
- One Recreation Maintenance Foreman
- Two Recreation Maintenance Personnel
- Four** Laborers
- One Maintenance Laborer
- One Civil Engineering Technician
- One Laborer – Municipal Landfill
- One Heavy Equipment Operator – Municipal Landfill
- One Clerk II
- Two Clerk I's
- One Office Janitor

Seasonal

- Two Heavy Equipment Operators
- Two Laborers – Water & Sewer
- Two Laborers – Road Transport

Total	37 Full Time Employees
	<u>6</u> Seasonal Employees
	43 Total

* It is understood by both parties that Seasonal/Casual positions will be laid off as in past practice.

will receive preference for overtime over non union employees.

18.05 Call Back Pay Guarantee

- (a) An employee who has completed his normal shift and has left the work site and who is called out to perform overtime work shall be paid a minimum of three (3) hours at the applicable overtime rate.
- (b) This Clause will only come into effect once in any three (3) hour period. Under no circumstance will the employer pay for the same hour twice.
- (c) The Employer reserves the right to assign an employee called back to any bargaining unit work within his classification, within the three hour period, regardless of whether or not the employee has completed the work for which he was called back.

18.06 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may with the consent of the Employer, choose to receive time off at the appropriate rate at a mutually agreed time within two (2) months of time worked. Overtime accumulated up to November 1 must be paid or taken by December 31 of that calendar year. Any overtime accumulated between November 1 and December 31 may be carried over to the next calendar year.

18.07 Overtime for Part-time Employees

All part-time employees in the Union working less than the regular working hours per day or week shall be paid straight time pay during his regular scheduled part-time hours. Overtime rates shall apply after eight hours in the working day or forty hours in the working week and for all work performed on holidays and regular days off.

18.08 Notice of Overtime Work

Except in a case where work continues beyond the regular work day, employees shall be notified at least twelve (12) hours in advance of any scheduled overtime. Where such notice is not provided, the provisions of clause 18.05 shall apply.

ARTICLE 19, HOLIDAYS

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Good Friday	Labour Day
Victoria Day	Easter Monday	Thanksgiving Day
Discovery Day	Remembrance Day	Civic Holiday
Canada Day	Christmas Day	
	Boxing Day	

Plus three (3) floating holidays to be arranged and agreed upon by the employee and management.

In order for an employee to be paid for any statutory holiday, then that employee must have worked the last regularly scheduled shift prior to the holiday and the first regularly scheduled shift after the holiday.

Seasonal and temporary employees shall receive the floating holidays on a pro-rata basis.

19.02 Compensation for Holidays Falling on Saturday

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

19.03 Compensation for Holidays Falling on Sunday

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

19.04 Pay for Regularly Scheduled Work on a Holiday

- a) An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half plus another day off with pay, in lieu of holiday pay, at a time mutually agreed upon.
- b) Any employee who is scheduled to work overtime hours on a statutory holiday, shall be paid at a rate of double time for the hours worked.

19.05 Compensation for Holidays Falling on Scheduled Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed between the employee and the employer within one (1) month of time worked.

19.06 Compensation for Holidays Falling on Holidays

When any two of the above noted holidays fall on the same day, the next following day, other than a Saturday, Sunday and/or other day already designated as a holiday, shall be deemed to be the holiday for the purpose of this Agreement.

ARTICLE 20, VACATIONS**20.01 Length of Vacation**

An employee shall receive an annual vacation with pay in accordance with his/her years of employment, as follows:

Less than one year	1 1/4 working days for each month
One year or more	15 working days
On the calendar year of the 10th anniversary and each year thereafter	20 working days
In the calendar year of the 20th anniversary and each year thereafter	25 working days

Additional holidays granted in calendar year of the 10th and 20th anniversaries to be pro-rated over the portion of the year earned.

20.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time mutually agreed upon.

20.03 Vacation Pay on Termination

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

20.04 Preference in Vacations

Preference in selecting vacation dates shall be granted on the basis of seniority.

20.05 Vacation Schedules

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed by the employee and the employer. Vacations shall commence immediately following an employee's regularly scheduled days off unless otherwise mutually agreed. Employees must place their vacation request by May 1st as stated to be eligible.

20.06 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period not exceeding two (2) weeks in the period of June 1st - September 30, unless otherwise mutually agreed upon by the employee and the Employer.

20.07 Approved Leave of Absence During Vacation

Where an employee qualified for sick leave, bereavement or any other approved leave of absence during his vacation period, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employer's option.

20.08 Payment of Annual Leave – Seasonal Workers

Employees who are employed with less than six (6) months of service in a calendar year, annual leave will be paid at the rate of six (6) percent by-weekly on the employee's payroll cheque.

Employees who are employed more than six (6) months in a calendar year, annual leave may be accumulated at a rate of one and one quarter (1 ¼) working days for each month worked. Time off for Annual Leave will be at the discretion of his or her Supervisor and may not necessarily be granted. Payment of accumulated Annual Leave will be paid at termination unless otherwise requested by the Employee to be paid earlier.

ARTICLE 21, SICK LEAVE PROVISION

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 where a doctor certified this exposure will have a detrimental effect on other employees, or under examination or treatment of a physician or because of an accident for which compensation is not payable under the Worker's Compensation Act.

21.02 (a) 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 (1 1/2) days for every month an employee is employed for which he received at least ten (10) days pay.

21.02 (b) Unused Sick Leave

When an Employee retires or their position becomes redundant, the Employer agrees to reimburse the Employee twenty (20) percent of the balance of the employees sick leave benefit. Employees who experienced a bona-fide illness or were hospitalized, treated for serious illness, serious accident and/or long term illness will have his/her sick leave reinstated into his/her account for the purpose of calculating this benefit.

21.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for his future benefits, to a maximum of one hundred and eighty-five (185) days.

21.04 Illness in the Family

Where no one other than the employee can provide for the needs during the illness of an immediate member of his/her family (as defined in Article 22.04) an employee may apply to his/her supervisor to use a maximum of ten (10) accumulated sick leave days per year for illness for this purpose.

Proof of illness for family member as in 21.06.

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. Absence on account of illness for less than half a day shall not be deducted. Absence for half day or more, and less than a full day, shall be deducted as one half day.

21.06 Proof of Illness

An employee will be entitled to take three (3) consecutive days up to six (6) days cumulative in the Calendar year (excluding 21.04, hospitalization or under a Doctor's direct patient care for an ongoing illness) without being required to provide a doctor's note unless specifically requested by the Town Manager or his designate. Any sick leave used in excess of six (6) days cumulative in the Calendar Year or three (3) days consecutive shall require a doctor's note to be provided immediately upon return to work to qualify for sick leave benefits. Any sick leave which is supported by medical certification shall not form any part of the six (6) days normally exempt from certification on an annual basis.

21.07 Sick Leave During Lay-Off

When an employee is laid off, he shall not receive sick leave credits for the period of such absence but shall retain his cumulative credit, if any, existing at the time of such

layoff.

21.08 Notification of Absence

The employee is responsible to see that his or her immediate supervisor or the Town Manager or the Town Manager's Secretary is advised on the first day of any absence including illness. This advise must be received as soon as possible but not later than one hour after the beginning of the first missed shift.

21.09 Insurance, L.T.D., etc.

In the event of an employee being off work due to an accident or illness the employee must use his or her accumulated sick leave prior to using the Insurance either for Weekly Indemnity or Long Term Disability.

ARTICLE 22, LEAVE OF ABSENCE

22.01 Negotiation Pay Provision

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

22.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits normally paid by the Employer for the time involved in grievance and arbitration procedures.

22.03 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions may be allowed leave of absence with pay and benefits. The total maximum allowable number of paid person days for the complete bargaining unit shall not exceed ten (10) days per year. Leave of absence without pay but without loss of benefits shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. The granting of such leave will be subject to the exigencies of the Employers operations.

22.04 Paid Bereavement Leave

An employee may be granted up to three (3) regular scheduled consecutive working days leave without loss of pay and benefits in the case of death or serious illness to a parent, wife, husband, common-law spouse, brother, sister, child, grandchild, mother-in-law,

or birth of the child, whichever comes first.

22.10 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any Court. The Employer shall pay such an employee the difference between his regular earnings and the payment he received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

22.11 General Leave

- a) An employee may request leave of absence for good and sufficient cause without pay and without loss of seniority. Such request shall be in writing. Approval may be granted at the discretion of the employer. During the period of such leave the employee shall continue to accrue seniority. Such leave shall not be unreasonably withheld.
- b) An employee may request leave of absence without pay to work elsewhere. Such request shall be in writing. Approval may be granted at the discretion of the employer. An employee must have a minimum of seven (7) years service in order to qualify for such leave. During the period of such leave, the employee shall not accrue seniority.

22.12 Job Postings

While on maternity/adoption/parental leave, the employee may request copies of job postings be forwarded to them by the Employer.

ARTICLE 23, PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

23.02 Pay on Temporary Transfers, Higher Rated Job

When an employee is temporarily assigned to a higher paying position within the bargaining unit for a period in excess of one (1) working day, he shall receive the rate of pay for that job. The employee shall qualify for any pay increments based on his length of service in his/her temporary assignment.

23.03 Pay on Temporary Transfers, Lower Rated Job

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

23.04 Vacation Pay

An employee may, upon giving at least one (1) weeks' notice receive on the last office day preceding commencement of his annual vacation, any pay cheques which may fall due during the period of vacation.

23.05 Travel Allowance

- .01 The employer agrees to provide an annual travel allowance of \$900.00 to employees and an additional \$900.00 to the employee's partner.
- .02 Dependents up to the age of 19 or to the age of 25 if enrolled full time in a recognized learning institution, or mentally or physically handicapped persons fully dependent upon the employee shall receive **a travel allowance of \$550.00** per year.
- .03 **In the case that two employees of the Town are partners, the Town agrees to pay one travel allowance (\$900.00 for each employee).**

23.06 Paid Travel Time

- (a) by boat - 2 days with pay
- (b) by air - 2 days with pay
- (c) by road - 3 days with pay

Provided the employee has taken at least 3 annual leave days to qualify for such leave in (c) above.

23.07 Clothing Allowance

The Employer agrees to provide the following articles of clothing as deemed necessary by the department head for the Water and Sewer, Road Maintenance and Fire Department, Animal Control, Engineering and Recreation employees which shall be worn during working hours.

Clothing will be issued on the following basis;

Summer list (May): 2 pairs pants, 2 short-sleeve shirts, one pair coveralls and 2 pairs of gloves.

Winter list (October): 2 pairs gloves, 1 pair lined coveralls, 2 pairs pants, and 2 long-sleeve shirts.

- * Replacement of parka, **summer jacket**, winter boots, rain clothes, rain boots, snow pants and gloves will be on an as needed basis to be determined by the Department Head or in his/her absence the Town Manager.

The employer will purchase this extra clothing for the employees.

Seasonal employees will be prorated on term worked

23.08 Fireman's Clothing Allowance

The Employer agrees to pay either dry cleaning costs or replacement costs, if irreparable, for personal clothing damaged in a fire.

23.09 Safety Footwear

The Employer will pay one hundred percent (100%) to a maximum value of \$175.00 plus HST of the cost of safety footwear ((one) 1 pair per year) for any employee who is designated such footwear to be mandatory. The employee must purchase the safety footwear themselves and submit the receipt to his/her Department Head for reimbursement. **In the event that the footwear has been damaged or worn out during the one (1) year period, as deemed necessary by the Department Head, the employee shall receive an additional allowance.**

23.10 Personal Items

Personal items or belongings destroyed by fire will be reimbursed by the Employer on an actual cash value basis and to a maximum of two hundred and fifty dollars (\$250.00).

23.11 Pension Plan

- a) In the interest of providing continuing security for its employees the Town agrees that it will provide a pension plan. All present employees will have optional joining privileges, however, present employees who join and all new employees hired by the Town will be required to maintain their participation in the plan on a mandatory basis.
- b) The parties agree to establish a committee comprised of two (2) representatives of the Town and two (2) representatives of the Union to review and monitor the current Pension plan. The committee reserves the right to consult with outside pension experts, including the CUPE Research Department.
- c) Group Pension contributions effective March 31, 2007.
7 % Employer 6% Employee
- d) The parties agree to actively pursue a change to the current Pension Plan, including modifying the current plan, which better reflects current modern standards, before this agreement expires. The current Defined Benefit Plan will continue as is until a new Pension Plan, or a modified version of the current plan, is implemented, which will be on or before January 1, 2013.

23.12 Employer Contributions to Group Life Insurance Programs, etc.

The Employer shall pay 85% of the cost of premium for a mutually agreed upon Group Life Insurance and Accidental Death and Dismemberment Plan, Hospital and Medical Insurance Plan, for all employees. The Employee shall pay 15%.

ARTICLE 24, JOB CLASSIFICATION AND RECLASSIFICATION**24.01 Job Descriptions**

The Employer and the Union agree to meet and review all current job descriptions within ninety (90) calendar days of the signing of this agreement. These shall become the recognized job descriptions unless the Union presents written objection within a further 30 days. If such objection cannot be resolved the issue shall be subject to grievance and arbitration.

24.02 No Elimination of Present Classification

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

24.03 Changes in Classification

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

ARTICLE 25, JOB SECURITY AND WORKERS' COMPENSATION**25.01(a) Restrictions on Contracting Out**

The Employer agrees that should any town service now performed by Town employees be contracted out, all employees negatively affected will be guaranteed similar positions at no loss in salary or benefits with the contractor assuming the service.

CANADIAN UNION OF PUBLIC EMPLOYEES Local 2019 and TOWN OF HAPPY VALLEY-GOOSE BAY SCHEDULE "A"			
RATES OF PAY January 1, 2010 thru DECEMBER 31, 2012			
CLASSIFICATION	EFFECTIVE January 1, 2010	EFFECTIVE January 1, 2011	EFFECTIVE January 1 2012
Clerk Typist	\$20.01	\$20.61	\$21.23
Clerk	\$20.01	\$20.61	\$21.23
Accounts Payable Clerk	\$20.01	\$20.61	\$20.23
Accounts Clerk I	\$20.79	\$21.41	\$22.05
Accounts Clerk II	\$21.48	\$22.12	\$22.78
Office Janitor	\$19.82	\$20.41	\$21.02
Municipal Technologist	\$21.53	\$22.17	\$22.84
Construction Inspector	\$21.53	\$22.17	\$22.84
Civil Engineering Technician	\$23.46	\$24.16	\$24.89
Community Constable	\$22.56	\$23.23	\$23.93
Animal Control Officer	\$21.15	\$21.78	\$22.43
Fire Fighter	\$22.17	\$22.83	\$23.52
Heavy Equipment Operator Foreman	\$22.54	\$23.21	\$23.91
Heavy Equipment Operator	\$21.95	\$22.61	\$23.29
Water/Sewer Foreman	\$21.51	\$23.18	\$23.88
Water/Sewer – Water Treatment Plant Operator	\$21.00	\$22.66	\$23.34
Water/Sewer Assistant	\$21.15	\$21.78	\$22.43
Mechanical Foreman	\$22.59	\$24.30	\$25.02
Mechanic	\$21.07	\$22.74	\$23.42
Mechanic Helper	\$21.89	\$22.54	\$23.22
Recreation Program Co- ordinator	\$21.92	\$22.58	\$23.25
Recreation Maintenance Foreman	\$21.92	\$22.58	\$23.25
Recreation Maintenance Personnel	\$21.15	\$21.78	\$22.43
Maintenance/Labour Person	\$20.01	\$20.61	\$21.23
Labourer	\$19.50	\$20.08	\$20.69
Canteen Clerk	\$19.50	\$20.08	\$20.69
Box Office Clerk	\$19.50	\$20.08	\$20.69
Rink Attendants	\$19.50	\$20.08	\$20.69
Security Guards	\$19.50	\$20.08	\$20.69

Retention allowance: Water & Sewer Foreman, Water Treatment Plant Operator \$2.00-2011-12
Mechanic Foreman, Mechanic \$3.00-2011-2012

** Not included in above Wage Scale**

LETTER OF INTENT

In the event of any work stoppage between the Canadian Union of Public Employees, Local 2019 and the Town of Happy Valley-Goose Bay, the Union and the Employer agree:

- (1) The Union will maintain a fire lane of at least one grader cut in width on all streets within the Town.
- (2) Union members will respond to any major Sewer problems.
- (3) Union members will respond to any major Water problems.

It is understood that with respect to paragraphs (2) and (3), the Union will respond when management has not been able to effect repairs within (4) hours, further that the Union's first assistance will be in the form of verbal instructions on how to correct the problem and, finally, if this is not successful after a total of eight (8) hours has passed since first notification to the Union, that Management was responding to a problem under Items (2) and (3) above, the Union members will work to correct the problem.

The Employer will not use any replacement workers.

In the event that either party contravenes this Agreement will become null and void.

Signed on behalf of
**Canadian Union of Public Employees
and its Local 2019**



President



Secretary



CUPE Representative



Date


Signed on behalf of
Town of Happy Valley-Goose Bay



Mayor



Town Manager



Chairman/Bargaining Committee



Date

LETTER OF INTENT

In recognition of the need for special programs to provide recreation service to the youth of the Community, the Canadian Union of Public employees and the Town of Happy Valley-Goose Bay hereby agree that persons hired specifically for a period not exceeding ten (10) weeks in any year for the purpose of running a Summer Recreation Program shall be exempt from the conditions of this Agreement. It is understood and acknowledged by both parties that any persons so hired shall not displace or work on any job which is normally included in the bargaining unit.

Signed on behalf of

Signed on behalf of

**Canadian Union of Public Employees
and its Local 2019**

Town of Happy Valley-Goose Bay




President



Mayor



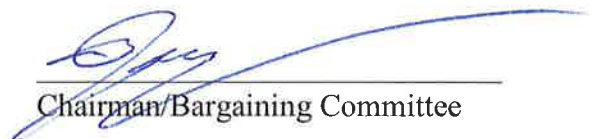
Secretary



Town Manager



CUPE Representative



Chairman/Bargaining Committee

LETTER OF INTENT

Notwithstanding Clause 3.01 of this Collective Agreement, effective July 1, 2006 the Employer may hire temporary employees for a term of up to three (3) months in a calendar year.

No bargaining unit member shall be replaced or displaced or suffer a reduction in work or pay nor have his/her employment status changed as a result of the hiring of such employees.

Further, no temporary employees shall be hired while bargaining unit members are on layoff provided that laid-off members are qualified, able and available to perform the work.

Signed on behalf of

Signed on behalf of

**Canadian Union of Public Employees
and its Local 2019**


Town of Happy Valley-Goose Bay




President



Mayor



Secretary



Town Manager



CUPE Representative



Chairman/Bargaining Committee