

COLLECTIVE AGREEMENT
BETWEEN
THE CITY OF CORNER BROOK
AND
CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 768

(FOR THE PERIOD 1 JANUARY 2013
TO 31 DECEMBER 2016)

TABLE OF CONTENTS

Definitions	1
ARTICLE 1 - GENERAL PURPOSE OF THE AGREEMENT	1
1.01 Purpose	1
ARTICLE 2 – RECOGNITION	2
2.01 Recognition of the Union	2
2.02 Work of Bargaining Unit.....	2
2.03 Part Time, Temporary and Casual Employees	2
2.04 No Other Agreements.....	2
2.05 Clerical Positions	2
ARTICLE 3 - CITY RIGHTS	2
3.01 Rights of the Employer	2
3.02 Rights to Manage and Make Rules	3
3.03 Employer Rights Subject to Grievance.....	3
ARTICLE 4 – DISCRIMINATION	3
4.01 Discrimination	3
4.02 No Discrimination.....	3
ARTICLE 5 - UNION SECURITY	3
5.01 Union Membership.....	3
5.02 New Employees	3
5.03 Checkoff Payments.....	3
5.04 Deduction of Union Dues.....	3
ARTICLE 6 – CORRESPONDENCE	3
6.01 Correspondence Between the Parties.....	3
6.02 Resolutions by Council Affecting the Union	4
ARTICLE 7 - LABOUR/MANAGEMENT MEETINGS	4
7:01 Labour/Management Committee.....	4
7:02 Union Bargaining Committee.....	4
7:03 Joint Benefits Committee.....	5
7:04 Joint Occupational Health & Safety Committee	5
ARTICLE 8 - ASSISTANCE, IF REQUIRED, BY UNION/CITY	6
8.01 Assistance, If Required, By Union.....	6
8.02 Assistance, If Required, by City.....	6
ARTICLE 9 - TECHNICAL INFORMATION	6
9.01 Technical Information	6
ARTICLE 10 - EDUCATION & TRAINING	6
10.01 Education Leave and Examinations	6
10.02 On the Job Training	6
10.03 Training Courses	7
10.04 Technological and Other Changes.....	7
10.05 Education.....	7
10:06 Travel for Training and Upgrading.....	8
ARTICLE 11 - PROMOTION & STAFF CHANGES	8
11.01 Job Posting	8
11.02 Information in Postings	8
11.03 No Outside Advertising.....	8
11.04 Role of Seniority in Promotion and Permanent Transfers.....	8
11.05 Trial Period	9
11.06 Promotions Requiring Higher Qualifications.....	9
11.07 Notification to Employee & Union.....	9
11.08 Appointments for Specified Periods	9
ARTICLE 12 – SENIORITY AND SERVICE	9
12.01 Seniority.....	9
12.02 Seniority Roster	10
12.03 Loss of Seniority	10
12.04 Amalgamation.....	10

ARTICLE 13 - LAY-OFFS & REHIRINGS	10
13.01 Lay-off and Recall	10
13.02 Exercise of Seniority	10
13.03 Notice of Lay-off	10
13.04 Reporting Back After Lay-off	11
13.05 Call Back Preference	11
13.06 Recall of Temporary Employees	11
13.07 Principles of Step Progression	11
13.08 Principles of Step Progression for Casual and Seasonal Employees	11
ARTICLE 14 - GRIEVANCE PROCEDURE	11
14.01 Appointment of Committee	11
14.02 Settling of Grievances	12
14.03 By-pass of Steps	12
14.04 Replies to Grievances	12
14.05 Adjustments of Settled Grievances	12
14.06 Meeting Place	12
14.07 Amending of Time Limits	12
14.08 Witnesses	12
14.09 Failure to Conform	12
ARTICLE 15 – ARBITRATION	12
15.01 Composition of Board of Arbitration	12
15.02 Arbitration Board Procedure	13
15.03 Decision of the Board	13
15.04 Expenses of the Board	13
15.05 Amending of Time Limits	13
15.06 Witnesses	13
15.07 Sole Arbitrator	13
ARTICLE 16 - WARNINGS & ADVERSE REPORTS	13
16.01 Warnings and Suspensions	13
16.02 Adverse Reports	13
16.03 Disciplinary Record	14
16.04 Access to Personnel Files	14
16.05 Access to Terminated Employee File	14
ARTICLE 17 - DISCHARGE CASES	14
17.01 Discipline Procedure	14
17.02 May Omit Grievance Steps	14
17.03 Reinstatement and Compensation	14
17.04 Compensation for Wages and Holidays	14
17.05 Offences	14
ARTICLE 18 - HOURS OF WORK	15
18.01 Hours of Work	15
18.02 Surveyors, Job Costing Clerk, Recreation Technician	15
18.03 Messenger/Maintenance Man	15
18.04 Municipal Enforcement Officers and Parking Patrol Officer(s)	15
ARTICLE 19 - PAYMENT OF WAGES & ALLOWANCES	15
19.01 Designated Payday	15
19.02 Temporary Assignments	16
19.03 Service Pay Bonus	16
19.04 Professional Fees & Licenses	16
19.05 Legal Fees	16
19.06 Daily Rates	16
19.07 Summer Relief	16
19.08 Severance Pay	16
ARTICLE 20 – OVERTIME	16
20.01 Overtime Defined	16
20.02 Compensation for Work Before and After Daily Scheduled Hours	17
20.03 Compensation for Work on Paid Holidays	17
20.04 Saturday Work	17
20.05 Sunday Work	17

20.06	No Lay-off to Compensate for Overtime.....	17
20.07	Calculation of Overtime Rates.....	17
20.08	Sharing of Overtime.....	17
20.09	Call-Back Pay Guarantee.....	17
20.10	Time Off in Lieu of Overtime.....	17
20.11	Overtime During a Meal Period.....	17
ARTICLE 21 - STATUTORY HOLIDAYS.....		17
21.01	Statutory Holidays.....	17
21.02	Statutory Holidays on Saturday or Sunday.....	18
21.03	Half Days Allowed Without Substitute.....	18
21.04	Floating Holiday's (Floaters).....	18
ARTICLE 22 – VACATIONS.....		18
22.01	Length of Vacations.....	18
22.02	Statutory Holiday During Vacation.....	19
22.03	Preference in Vacations.....	19
22.04	Period for Taking Vacation.....	19
22.05	Vacation Pay on Separation.....	19
22.06	Posting of Vacation Schedules.....	19
22.07	Unbroken Vacation Period.....	19
22.08	Approved Leave of Absence During Vacation.....	19
22.09	Overtime Vacation Rate.....	19
22.10	Vacation Pay on Termination or Normal Retirement.....	19
22.11	Vacation Upon Return to Work After Illness or Injury.....	20
ARTICLE 23 - SICK LEAVE PROVISIONS.....		20
23.01	Sick Leave.....	20
23.02	Accumulation of Sick Leave.....	20
23.03	Proof of Illness.....	20
23.04	Illness in the Family.....	20
23.05	Deductions from Sick Leave.....	21
23.06	Sick Leave During Leave of Absence and Lay-off.....	21
23.07	Compensable Accident.....	21
23.08	Notification to Employer by Employee.....	21
23.09	Sick Leave Committee.....	21
23.10	Vacation and Accumulated Overtime in Lieu of Sick Leave.....	21
ARTICLE 24 - INSURANCE AND PENSION PROGRAMS.....		21
24.01	Group Medical Plan and Long Term Disability Plan.....	21
24.02	Eligibility for Continuance of Group Benefits During Lay-Off or Illness.....	21
24.04	Pension.....	22
ARTICLE 25 - WORKERS' COMPENSATION.....		22
25.01	Continuation of Pay.....	22
25.02	Accumulation of Benefits.....	22
25.03	Ease Back.....	23
ARTICLE 26 - LEAVE OF ABSENCE.....		23
26.01	Union Conventions and Union Business Leave.....	23
26.02	Leave of Absence for Public or Union Duties.....	23
26.03	Compassionate Leave.....	23
26.04	Death of Employee.....	23
26.05	Jury Duty/Court Witness.....	23
26.06	Pregnancy/Parental Leave.....	24
26.07	Paternity Leave.....	24
26.08	Adoption Leave.....	24
26.09	Extended Unpaid Leave.....	24
ARTICLE 27 – CONTRACTING.....		24
27.01	Contracting.....	24
27.02	Full Time Employment as Needed.....	25
27.03	Consultation with Union.....	25
27.04	Contracting In.....	25
ARTICLE 28 - GENERAL CONDITIONS.....		25
28.01	Work by Supervisors.....	25

28.02	Clothing.....	25
28.03	Employee Protection.....	25
28.04	Handicapped and/or Older Workers Provision.....	25
28.05	Equipment.....	25
28.06	Agreement Clarification and Housekeeping.....	26
28.07	Copies of Agreement.....	26
28.08	Death Benefits.....	26
ARTICLE 29 - JOB DESCRIPTIONS, NEW CLASSIFICATIONS & WAGE SCALES.....		26
29.01	New Job Classification.....	26
29.02	Job Classifications.....	26
29.03	No Elimination of Present Classification.....	26
ARTICLE 30 - SEXUAL HARASSMENT.....		26
30.01	Sexual Harassment.....	26
ARTICLE 31 - NO STRIKE.....		27
31.01	No Strike.....	27
31.02	Refusal to Cross Picket Line.....	27
ARTICLE 32 - TERMS OF AGREEMENT.....		27
32.01	Changes in Agreement.....	27
32.02	Term of Agreement.....	27
32.03	Notice Period.....	27
32.04	Agreement Binding.....	27
SCHEDULE 'A' - WAGE RATES & CLASSIFICATION.....		28-29
SIGNATURE PAGE.....		30
Appendix "A" (Exclusions).....		31
MOU – WORKING ALONE.....		32
MOU – FLEX TIME.....		33
MOU – ON THE JOB TRAINING – Students.....		34
MOU – STUDENT WORK TERMS.....		35
MOU – Reimbursement for Physician’s Report.....		36
MOU – Physician’s Report.....		37

LOCAL 768 AGREEMENT

THIS AGREEMENT made this **18th day of November, 2013** A D

BETWEEN

THE CITY OF CORNER BROOK
hereinafter called the "City"
Party of the First Part

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 768, hereinafter called the "Union"
Party of the Second Part.

DEFINITIONS

Seniority

Seniority is defined as the period of employment (expressed by the date of hire) inclusive of periods of lay-off from the employee's last date of hire and awarded upon successful completion of the probationary period unless lost pursuant to clause 12:03. Seniority and service with the City are not treated as being the same thing under this agreement.

Early Retirement

Early retirement is defined as retirement from employment with the City of Corner Brook at age 55 or older but before age 65.

Normal Retirement

Normal retirement is defined as retirement from employment with the City of Corner Brook at age 65 but employees may continue in employment beyond 65 in accordance with the Human Rights Act.

Paid 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 and under examination or treatment by a physician or dentist or because of an accident for which compensation is not payable under the Workers' Compensation Act.

Unpaid Sick Leave Defined

Unpaid sick leave means the period of time an employee is absent from work, without pay, due to illness or injury, or disabled and under examination or treatment by a physician or dentist or because of an accident for which compensation is not payable under the Workers' Compensation Act.

Service

For all purposes of this Agreement "Service" is defined as the total period of active work accumulated with the City without termination and excludes periods of layoff or any other time when the employee is not being paid unless such leave or absence is the result of injury or sickness and in such periods of injury and illness will be counted as days worked up to a maximum of twelve months (continuous) per occurrence.

Year of Service

Twelve months of service shall equal "one year of service". For the purposes of calculation a "month of service" is an actual calendar month of work but where a calendar month is interrupted by periods not counted as days worked, the days eligible for counting will be compiled and then divided by 22 to create a month of service. A day of service shall be counted as any day that the employee worked regardless of the duration of that work.

ARTICLE 1 - GENERAL PURPOSE OF THE AGREEMENT

1.01 Purpose

WHEREAS, it is the desire of both parties of the Agreement to promote the well being of the community, to maintain the existing harmonious relations and settle conditions of employment between the City and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and

salary of employees, to encourage efficiency in operations and to promote the morale, well-being, safety and security of all employees in the bargaining unit of the Union.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 2 – RECOGNITION

2.01 Recognition of the Union

The City recognizes the Canadian Union of Public employees, Local 768 as the sole and exclusive collective bargaining agent for all of its employees save and except employees filling those classifications listed in Appendix A of this Agreement, all employees covered by the certification order dated May 18, 1956 and employed in classifications covered by the Collective Agreement with CUPE Local 706, all those employees covered by the certification order dated March 16, 1956 and employed in classifications covered by the Collective Agreement with International Association of Fire Fighters, Local 1222 and those above the rank of supervisor or as determined under clause 29.01 of this Agreement.

2.02 Work of 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, and except persons employed in a supervisory capacity so long as the persons employed in such supervisory positions are not required to do work for extended periods to detriment of employees covered by this agreement.

2.03 Part Time, Temporary and Casual Employees

This collective agreement is fully applicable to all permanent employees. Part time, temporary and casual employees receive the same benefits. New employees will accrue seniority, only after completion of the three (3) month probationary period in a given department, after which seniority will be retroactive to the date of hire. The three (3) month probationary period would not have to be continuous but must be served within twenty-four (24) months from the initial date of hire unless mutually agreed otherwise.

Casual/Call-in staff, with the greatest seniority, who possess the required ability and qualifications and who are available (not already assigned) will be assigned to jobs in the bargaining unit. Casual/call-in employees so assigned will be paid under class M wage scale subject to clause 19.03 of this collective agreement. Where the hourly rate is necessary to compensate for a normal straight-time hour or part hour above 6.5 hours per day, the salary set out in class M will be converted to an equivalent hourly rate based upon 6.5 hours per day.

Once a casual/call-in employee has been assigned the employer will be under no further obligation to re-assign such employees to other temporary positions arising while working unless posted under Article 11.01 (c).

2.04 No Other Agreements

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

2.05 Clerical Positions

Any clerical position within the bargaining unit that requires temporary relief staff to fill a temporary vacancy or temporary assignment will be filled in accordance with 11.01 (b) or (c) as the case may be.

ARTICLE 3 - CITY RIGHTS

3.01 Rights of the Employer

The Union recognizes the right of the employer to hire, lay-off, promote, demote, or transfer any employee, and to suspend or otherwise discipline and discharge any employee for just cause. The Union further recognizes such other rights as the Employer might have conferred upon it by any statute from time to time.

3.02 Rights to Manage and Make Rules

The Union further recognizes the right of the employer to operate and manage its business in all respects in accordance with its responsibilities. In addition to the location of its plants or place of employment, the methods, processes and means of performing the various works are the rights and responsibility of the employer. The employer also has the right, and the Union recognizes it, to make and alter, from time to time, the rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

3.03 Employer Rights Subject to Grievance

The exercise of such rights by the employer shall be subject to the right of the employee or Union to lodge a grievance in the manner and to the extent provided herein.

ARTICLE 4 - DISCRIMINATION

4.01 Discrimination

Subject to the provisions of the Human Rights Code, Newfoundland, the City agrees that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to an employee by reason of race, age, colour, political or religious affiliation, gender, nor by reason of his/her membership in a trade union.

4.02 No Discrimination

Employees shall receive equal pay for work of equal value, regardless of sex.

ARTICLE 5 - UNION SECURITY

5.01 Union Membership

All employees coming within the scope of the bargaining unit, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees coming within the scope of the bargaining unit shall, as a condition of continued employment, become members in good standing in the Union on the day of hiring with the City. The Union will supply a list of members in good standing to the City at two month intervals.

5.02 New Employees

- (a) The City will acquaint new employees with the fact that the Union Agreement is in effect and with the conditions of employment contained in this Article.
- (b) A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligation to the Employer and the Union.

5.03 Check off Payments

Each employee shall, on the day they are hired, sign a dues deduction authorization card (supplied by the Union) and the City agrees to deduct from every employee any dues, initiation fees, or assessments levied, in accordance with the Union by-laws, and owing by him to the Union as notified to the City by the Union.

5.04 Deduction of Union Dues

Deductions will be made from the regular bi-weekly cheque and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of each month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made.

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence Between the Parties

Where this agreement requires the Union be copied it shall be sufficient for the purposes of the agreement that such copies be scanned and sent via email (where formal letters are involved), or merely copied via email where email is the originating correspondence. In such circumstances copies will be made to the current President, Recording Secretary, Manager of Human Resources, and the Chief Administrative Officer. All other correspondence between the parties shall be done via email to the President and Recording Secretary of the Union and the Manager of Human Resources."

6.02 Resolutions by Council Affecting the Union

Copies of all resolutions adopted by the Council which affect this Agreement are to be forwarded to the Union.

ARTICLE 7 - LABOUR/MANAGEMENT MEETINGS

7:01 Labour/Management Committee

(a) Establishment of Committee

Labour Management Committee will be established as set out below. This Committee shall meet not less than four (4) times per year and such meetings shall be held on dates not less than ninety (90) days apart unless a special meeting shall be called by mutual agreement.

(b) Representation

The said Committee shall consist of three (3) members representing the City (one (1) of whom shall be the Chief Administrative Officer or his/her designate), and three (3) members of the executive of Local Union 768 (One (1) of whom shall be the President or his/her designate), and the Committee shall be known as the Labour Management Committee.

(c) Function

The function of the Committee shall be to discuss matters of mutual concern of the parties, but it is understood and agreed that the Committee will not discuss grievances. Suggestions concerning the more efficient use of city labour, materials and equipment may be given by either side at any time and if received not less than seven (7) days before a Labour/Management Committee meeting or as mutually agreed, shall be discussed at such meeting.

(d) Scheduling of Labour/Management Meetings

Since Labour/Management meetings are primarily concerned with improving services to the City, therefore, all such meetings shall be held during regular working hours of employees covered by this Agreement without any loss of pay, and normal working attire will be adequate and appropriate for all such meetings.

(e) Minutes

Minutes of the Labour Management Committee are to be taken and circulated to all members of the committee and approved by the CAO or his/her designate and the most senior ranked Union executive member present. Failing approval of both parties the minutes are to be presented to the next meeting of the Labour Management Committee for discussion and approval. It is understood that minutes are not verbatim transcripts but reflect the topic discussed, the action to be taken, and the persons responsible to take action.

7:02 Union Bargaining Committee

(a) Representation

The Union Bargaining Committee shall consist of three (3) members and one (1) alternate of CUPE, Local 768, who must be employed with the City in the bargaining unit. The alternate may attend the first day of bargaining as an observer.

(b) Function

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, may be dealt with by the Union Bargaining Committee and the Employer during the collective bargaining period as may be mutually agreed to or in default the period provided for under legislation.

(c) Scheduling of Bargaining Meetings

Since bargaining meetings are concerned with negotiating the collective agreement between the Union and the Employer, the parties shall endeavour to hold all such meetings during regular working hours of employees covered by this Agreement, but it is recognized that bargaining is not always capable of defined hours and the parties will remain flexible in their attempts to reach agreement. Employees shall not lose regular straight time pay and/or health and welfare benefits for shifts ordinarily scheduled that were lost on days bargaining sessions occur.

7:03 Joint Benefits Committee

(a) Representation

The Committee shall have equal representation from the Unions (CUPE Locals 706 & 768 and IAFF 1222) and the Employer to a maximum of 6 persons in total. Either party may make use of technical advisors, for their own private consultations.

(b) Function

The Joint Benefits Committee shall study, review and provide recommendations to the parties pertaining to employee benefits, health and welfare plans, including Group Medical Plan, Pension Plan, Long Term Disability Plan and Group Life Insurance as to any improvements or changes as may be mutually agreed upon. The Committee shall have full access to all pertinent information concerning the benefit plans subject to individual privacy rights.

(c) Scheduling of Joint Benefits Committee Meetings

All Joint Benefits Committee meetings shall be held during the regular working hours of employees covered by this Agreement without loss of regular straight time pay and/or health and welfare benefits. The Joint Benefits Committee shall meet within ten (10) days of any request by any two (2) members of the Committee. The reason/ agenda for the meeting will be provided at the time of the request.

7.04 Joint Occupational Health & Safety Committee

7.04.01 Co-operation by Parties

The Union and the City shall continue to participate in the Occupational Health and Safety Committee and co-operate in continuing and perfecting the safety measures now in effect or put in place and agree that the Occupational Health and Safety (OH&S) Act and Regulations are applicable to City's operations.

7.04.02 OH&S Committees

The City of Corner Brook will continue to ensure there is an active OH&S committee at City Hall, the Operational Services Depot, and the Corner Brook Fire Department. Each committee will continue to monitor health and safety and to aid in the development of a positive health and safety culture in the workplace. Both parties agree that in making their respective appointments each shall be motivated by the need for selecting people who will be best capable of promoting safety on the job. If legislation altering the numbers of employee or employer representatives on the OH&S committee comes into effect the parties will meet and adjust this clause to comply with those requirements.

7.04.03 Functions of OH&S Committees

OH&S Committees are established for the purpose of helping to identify and assess potential hazards within the workplace; and for the purpose of making recommendations to management about control measures which may help mitigate or prevent the occurrence of those hazards. The City of Corner Brook is responsible for making final determinations as to the acceptance or rejection of a committee recommendation, as per Newfoundland Labrador OH&S legislation. If rejected or accepted the City will provide written reasons for the rejection or acceptance within 30 days of its decision.

7.04.04 Time Spent in Performance

Time spent by employees in performance of their duties as members of the an OH&S committee within working hours shall be considered as time worked and payment shall be on the basis of straight time.

7.04.05 Working Alone – See Memorandum of Understanding on page ??

7.04.06 Right to Refuse Unsafe Work

When exercising a workers right to refuse unsafe work workers must follow the respective procedure as outlined in current Newfoundland Labrador OH&S legislation.

ARTICLE 8 - ASSISTANCE, IF REQUIRED, BY UNION/CITY

8.01 Assistance, If Required, By Union

The Union shall have the right at any time to have the assistance of any person appointed by the Union when dealing or negotiating with the City.

8.02 Assistance, If Required, by City

The City shall have the right at any time to have the assistance of any person appointed by it when dealing or negotiating with the Union.

ARTICLE 9 - TECHNICAL INFORMATION

9.01 Technical Information

The employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to pension and welfare plans as may be available.

ARTICLE 10 - EDUCATION & TRAINING

10.01 Education Leave and Examinations

(a) The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that employees with five (5) years accumulated service, who wish to further their education, shall be permitted up to one (1) year of education leave. Any education leave required beyond the one (1) year period shall be subject to discussion between the Union and the Employer. Any benefits based on service and seniority shall be retained. Upon completion of the leave the employee shall return to his/her position which he/she held prior to the education leave.

(b) An employee shall suffer no loss of straight time pay or health and welfare benefits for training that the Employer establishes or arranges that an employee is directed to attend.

(c) An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications to a maximum of one (1) day per exam.

(d) Eighty percent (80%) of tuition, course fees and books will be paid by the City provided it is approved by the Employer prior to enrolment as per Article 10.03(b).

(e) It is understood that any employee receiving funding assistance for educational training or development shall be responsible for reimbursement to the City of Corner Brook, from monies owed to the employee, for the costs incurred by the City should the employee leave the employment of the City within two years of having received the funding assistance. The amount is calculated on a pro rated basis of 1/24 the cost for each month not employed within the two year period following the employer supported training or development. Any short fall in amounts owed may be pursued by the City.

(f) An employee who is approved for training/upgrading on the basis of preparing him or her for advancement into a specific group of classifications or single classification within the bargaining unit of the City, shall apply for and accept such positions as they become available. Unless an employee accepts a promotion requiring the skills and qualifications acquired, or, is required to move from the position as a matter of disability accommodation or is promoted into management, he or she shall remain in the position for a period of two (2) years, or, be required to reimburse the City for all costs associated with such training/upgrading pro rata to the numbers of the years less than two (2).

10.02 On the Job Training

The Employer may inaugurate and maintain a system of "On the Job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer, in the event of vacancy arising. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours by arranging to exchange positions for temporary periods, without affecting the salary or pay of the

employees concerned. Such opportunities for training shall be allocated according to the seniority provisions of this Agreement. Job training shall not take place when the senior employee is absent from work.

10.03 Training Courses

Training Courses

- (a) The Employer shall bulletin any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:
- Type of course (subjects and material to be covered).
 - Time, duration and location of course.
 - Basic minimum qualifications required for applicants.
- This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training. The senior qualified applicant shall be selected.
- (b) The City will pay 80% providing:
- (1) that the course is work related and has been recommended by the Human Resources Officer, and approved by the Director.
- AND
- (2) that the annual course has been completed. The Employer will consider requests for course funding prior to completion of the course with the agreement that should the employee fail to complete the course, the employee shall reimburse the employer for the funding provided.
- (c) Any employee, male or female, who has completed or is completing training or upgrading courses which is directly related to his/her position shall be given consideration for their efforts. Their efforts shall be regarded in terms of salary adjustment or reclassification to a higher scale if they are at the top of their scale. Final approval for such matters shall rest with the Human Resources Officer and the Director. Their decision shall be made within fourteen (14) days after a person has completed his/her course of studies and has applied for the adjustments or reclassification.
- (d) An employee who is approved for training/upgrading on the basis of preparing him or her for advancement into a specific group of classifications or single classification within the bargaining unit of the City, shall apply for and accept such positions as they become available. Unless an employee accepts a promotion requiring the skills and qualifications acquired, or, is required to move from the position as a matter of disability accommodation or is promoted into management he/she shall remain in the position for a period of two (2) years, or, be required to reimburse the City for all costs associated with such training / upgrading pro rata to the number of years less than two (2).
- (e) No pay or other premiums will apply while traveling or at such training or upgrading outside normal hours of work.

10.04 Technological and Other Changes

As far in advance as possible prior to technological changes, the City will discuss with the Union any impact on all or any employees that would be affected by such change. In the event that the employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall be given sufficient opportunity to upgrade themselves. The expenses for such shall be in accordance with Article 10.03 (b). An employee who is laid off from his/her job by virtue of technological change or improvements will be given the opportunity to exercise his/her right to bump according to his/her seniority over employees in any classification in the bargaining unit for which he/she is qualified. An employee displaced by bumping, or laid off, may exercise his/her seniority over employees in any classification within the bargaining unit in which the displaced by bumping, or laid off employee is qualified.

10.05 Education

The employer recognizes that education is a continuing process. Accordingly, the employer shall allow the Union to sponsor, at its own cost, educational functions such as seminars, workshops, lectures, etc. to be held on the employer's premises during the employees lunch period or following the regular working day. Where groups are concerned, arrangements can be made to use the training classroom at the Central Fire Station.

10.06 Travel for Training and Upgrading

Training and upgrading of skills is an important aspect of maintaining an efficient workplace and a competent workforce and both parties recognize that employees and the City share responsibility in this regard. Employees will suffer no loss of regular straight time pay or benefits for training or upgrading or while traveling to do such training or upgrading approved by the City. Employees will also be reimbursed in accordance with the per diem policy of the City where training or upgrading takes place outside the City limits. The Employer will upon request advance all travel costs that are in accordance with allowable travel costs under its travel expense policy which costs shall include transport and hotel where necessary. In addition, when per diems are to be paid to employees while travelling to or attending training (and upgrading) the expected per diems may be part of the travel cost request. Any over payment must be reimbursed. Provided, however, that should the City direct an employee to take specific training at a location more than two hundred (200) Km from City Hall (by the shortest land route) the City will provide to the employee a flat fee stipend of \$50.00 in recognition of the personal time lost in training/upgrading and traveling, for each training/upgrading session.

ARTICLE 11 - PROMOTION & STAFF CHANGES

11.01 Job Posting

- (a) Except in case of emergency, ten (10) days prior to filling any position in any classification, the City will post notices of the position on the City bulletin boards in order that all members will know about the position and be able to make written application. Existing City staff to be given preference.
- (b) Except where the incumbent is or expected to be absent as a result of pregnancy and/or parental leave, long term disability, an approved leave of absence including leaves for illness or injury in excess of 12 weeks (three months), the employer may fill the position (a "temporary assignment"), if required, from the available casual employees with the greatest seniority who is available and has the required ability and qualifications. Casual/call in employees assigned under this provision will be paid in accordance with clause 2.03.
- (c) When a temporary assignment is required or expected, as a result of pregnancy and/or parental leave, long term disability and/or an approved leave of absence, including leaves for illness or injury, in excess of 12 weeks (three months), the employer will post and fill the position leave from the applicants who have the greatest seniority with the required ability and qualifications.. During the posting process, the temporary assignment may be filled under clause 11.01 (b) above.

11.02 Information in Postings

Such notice shall contain the following information:

- (a) nature of the position,
- (b) skills and qualifications required,
- (c) shift schedule proposed,
- (d) wage or salary range
- (e) "This position is open to male and female applicants".

Qualifications shall not be established in an arbitrary or discriminatory manner and neither party shall unreasonably impede the evolution of qualification standards to meet the changing duties of bargaining unit positions.

11.03 No Outside Advertising

An outside advertisement for any vacancy shall not be placed within seven (7) days of posting on City boards.

11.04 Role of Seniority in Promotion and Permanent Transfers

Both parties recognize:

- (a) the principle of promotion of individuals within the employ of the city;
- (b) that job opportunity should increase in proportion to length of seniority within the bargaining unit.

Therefore, in making permanent transfers or promotions, appointments will be made of the applicant with the greatest seniority having the required qualifications and ability. Appointments from within the Bargaining unit shall be made within four (4) weeks of the posting. The job shall be filled within one (1) week of appointment if practicable.

11.05 Trial Period

The successful applicant shall be placed on trial for a period of *up to* three (3) months. Conditional on satisfactory performance, the employee shall be declared permanent after the *trial* period. In the event the successful applicant requests to return to his/her former position during the trial period, proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. A trial period may be extended by mutual agreement between the parties.

11.06 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 qualification prior to filling of vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and to revert to his/her former position if the required qualifications are not met within such time.

11.07 Notification to Employee & Union

The name of the successful applicant will be posted on designated bulletin boards within seven (7) days of the appointment being communicated to the successful applicant.

11.08 Appointments for Specified Periods

Except where an appointment is made for a specific period to end on a specified date, an appointment to fill a vacancy or a new job shall become permanent after sixty (60) days, provided the person concerned is qualified to fill such vacancy or job. When appointments are made for a specified period, the City shall notify the Union in writing stating therein the name of the employee and the expected duration of the appointment.

11.09 Crossing Union Jurisdiction on Job Posting for Laborer Position

Conditional upon a provision in Local 706 Collective Agreement providing for the crossing of union jurisdiction any employee covered by this agreement may apply for a Laborer position covered by the Local 706 collective agreement with the City.

The City will, subject to clause 11.01 (a) of the Local 706 Collective Agreement:

- (a) Receive an application from any employee covered by the Local 768 Collective Agreement for any laborer position advertized outside an internal staff posting;
- (b) Review the application with the applicant and ensure all relevant information is included;
- (c) Place the applications with all the applications received and process them in accordance with the usual screening processes of the Employer when filling vacancies.
- (d) If successful in acquiring a Local 706 Laborer position, the employee's seniority in Local 768 will be lost after 30 days.

ARTICLE 12 – SENIORITY

12.01 Seniority

Seniority is defined as the period of employment (expressed by the date of hire) inclusive of periods of lay-off from the employee's last date of hire and awarded upon successful completion of the probationary period unless lost pursuant to clause 12:03. Seniority and service with the City are not treated as being the same thing under this agreement.

Furthermore, in the event of two or more employees having the same original date of hire, placement on the seniority list shall be determined by the employee's age by birth date (day month year) and the employee with the earliest birth date shall be deemed senior and recorded as such on the seniority list

12.02 Seniority Roster

A seniority roster covering all employees employed by the City and covered by this Agreement shall be posted on City bulletin boards accessible to the employees and shall show the names and classifications as in Schedule 'A' in order to establish seniority dates of entry into the service and into current classifications. The said roster shall be open for a period of sixty (60) days following the first posting to permit any employee who wishes to protest a date appearing thereon. The roster shall be renewed and, if necessary, amended in November of each year and be so posted.

12.03 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, or leave of absence approved by the City. An employee shall only lose seniority in the event.

- (a) He/she is discharged for just cause and not reinstated.
- (b) He/she voluntarily terminates his/her employment, and does not withdraw said resignation in writing within 24 hours.
- (c) He/she ceases to be a member in good standing with the Union.
- (d) He/she retires in accordance with the City's retirement plan.
- (e) He/she is laid off for a continuous period exceeding twenty-four (24) months.
- (f) Thirty (30) days following date appointed to a position under the CUPE Local 706 collective agreement.

12.04 Amalgamation

In the event of amalgamation, seniority shall accrue from the date upon which the employee commenced employment with the City of Corner Brook and has become a member in good standing with the C.U.P.E. Local 768.

ARTICLE 13 - LAY-OFFS & REHIRINGS

13.01 Lay-off and Recall

The City agrees that in the event of a temporary lay-off, employees shall be laid off in the inverse order of their seniority within their classifications and where it is necessary to rehire personnel following temporary lay-off, former employees shall be re-employed in the inverse order in which they were laid off, provided they have the necessary ability to perform the work.

13.02 Exercise of Seniority

Following a reduction in staff in any classification, an employee displaced by bumping, or laid off for this cause may exercise his/her seniority in service over employees in any classification within the bargaining unit in which the displaced by bumping, or laid off employee is competent to work at the rate of pay for that classification.

13.03 Notice of Lay-off

All employees covered by this agreement shall be given the following notice before being laid off, or wages in lieu of same:

- (a) less than thirty (30) days continuously employed – no notice required
- (b) one week, where the employee has been continuously employed by the employer for a period of 1 month or more but less than 1 year;
- (c) 2 weeks, where the employee has been continuously employed by the employer for a period of 1 year or more but less than 2 years;
- (d) 3 weeks, where the employee has been continuously employed by the employer for a period of 2 years or more but less than 5 years;
- (e) 4 weeks, where the employee has been continuously employed by the employer for a period of 5 years or more but less than 10 years; and
- (f) 6 weeks, where the employee has been continuously employed by the employer for a period of 10 years or more.

If the lay-off is delayed, an employee's notice shall be extended by the number of days delayed, without further notice, provided the lay-off occurs within a ten (10) week period following the effective date of the lay-off. An additional one (1) week notice shall be given if the lay-off is delayed beyond this ten (10) week period. If the lay-off does not occur within sixteen (16) weeks from the effective date of the original notice, the notice shall be considered cancelled.

For the purpose of this clause "continuously employed" includes the employment of seasonal workers who are engaged under a contract of service of 2 or more consecutive seasons of at least 5 months in each season during which the employee is occupationally engaged. Notice of lay off provided for in the above clause shall be subject to the exemptions provided for in provincial legislation (Labour Standards Act).

13.04 Reporting Back After Lay-off

Employees laid off due to a reduction in staff and who fail to return to work within five (5) days after being notified by registered mail to do so, shall be considered out of service and forfeit all seniority rights, unless through sickness or any other just cause notified to the City within five (5) days, and agreed upon by the City and the Union. The City reserves the right in an emergency to hire any employees laid off who are available for work. All employees shall inform the City of their current address and shall similarly notify any change.

13.05 Call Back Preference

In event of rehiring, the City agrees that it will offer employment to employees affected by lay offs who continue to have the necessary ability to work prior to engaging any new employee for similar work.

13.06 Recall of Temporary Employees

When a temporary employee has been recalled for a specific period of time and is unable to commence the work assignment on the date required, the next senior qualified employee shall be recalled as a replacement. Such employee replacement shall complete the work assignment for which the senior employee had been initially scheduled to perform. However, should the assignment continue beyond five (5) consecutive working days, the senior employee will be recalled if such employee is available.

13.07 Principles of Step Progression for Full Time Employees

- (a) After completion of each twelve months of service in a Pay Grade an employee will progress to the next step on the appropriate pay grid for that Pay Grade;
- (b) When an employee accepts a position that is in a lower Pay Grade they will receive the highest pay step in the lower Pay Grade;
- (c) When an employee accepts a position that is in a higher Pay Grade, he/she will receive the basic rate of pay for that Pay Grade. Step progression shall then occur with each twelve months of service in that Pay Grade. This provision is subject to 19:03.
- (d) When an employee accepts a temporary position outside their Pay Grade, and returns to their original Pay Grade, all time spent outside their original Pay Grade will be included when calculating their twelve months of service to progress to the next step.
- (e) All time served at a particular step in a pay grade shall be considered when determining step progression within the applicable Pay Grade.

13.08 Principles of Step Progression for Casual and Seasonal Employees

Employees shall advance along the pay steps as twelve (12) months accumulated service accrues. Additional movement along the pay steps will occur when each additional twelve (12) months accumulated service accrues. Employees shall maintain their pay steps in the event of lay-off and shall upon return to work continue to advance along the pay steps as accumulated service accrues.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 Appointment of Committee

(a) Appointment of Committee

The Union shall appoint or otherwise select a Grievance Committee of three (3) members of CUPE Local 768 who shall be employees of the City in the bargaining unit. The personnel of such committee shall be communicated to the

City within seven (7) days of appointment.

(b) Permission to Leave Work

The Union recognizes that each member of the grievance committee is employed full time by the City and that he/she will not leave his/her work during working hours except to perform his/her duties under the grievance procedure. Therefore, no member of the grievance committee shall leave his/her work without first obtaining the permission of his/her immediate supervisor. Permission shall not be unreasonably withheld for time off, without loss of pay.

14.02 Settling of Grievances

Where a dispute involves the termination of an employee, the parties may agree to bypass steps one and two and proceed immediately to Step three.

Should a dispute arise between the City and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the issue by bringing the issue to the immediate supervisor and failing resolution the dispute shall follow the procedure below:

Step 1 - The aggrieved employee(s) shall, within four (4) working days of the occurrence of the event protested, submit the grievance in writing to the Chairperson of the Union Grievance Committee.

Step 2 - If the Grievance Committee of the Union considers the grievance to be justified, the employee(s) concerned, together with a member of the Grievance Committee shall within four (4) working days following receipt of such grievance, first seek to settle the dispute with the employee's supervisor or Department Head.

Step 3 - Failing satisfactory settlement within four (4) working days after the dispute was submitted under Step 2, the employee(s) concerned, together with the Grievance Committee, will submit to the Chief Administrative Officer, a written statement of the particulars of the complaint and the redress sought. The Chief Administrative Officer shall render his/her decision in writing within five (5) working days after receipt of such notices or such longer period as may be mutually agreed upon.

Step 4 - Failing a satisfactory settlement under Step 3, the Union or the City may, within fifteen (15) working days, serve written notice on the other, their intention to submit the matter to arbitration.

14.03 By-pass of Steps

Where a dispute involves a question of general application or interpretation, or involves the termination of an employee, the Chief Administrative Officer or his designate and the Union may agree to bypass steps one and two and proceed immediately to Step three.

14.04 Replies to Grievances

Grievances and replies to grievances shall be in writing at all stages.

14.05 Adjustments of Settled Grievances

Adjustments of grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

14.06 Meeting Place

The City will arrange a meeting place for the grievance meetings.

14.07 Amending of Time Limits

The time limits fixed under this article may be varied by consent of both parties to this Agreement.

14.08 Witnesses

Witnesses may be called by either party. Any cost involved in producing any such witness, or witnesses, shall be at the expense of the party calling the witness, or witnesses.

14.09 Failure to Conform

Failure by the Employer to conform with any requirements within this article shall render the discipline or discharge null and void. Failure of the Union to comply with the requirements of this Article shall render the grievance deemed abandoned.

ARTICLE 15 - ARBITRATION

15.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the Chief Administrative Officer or the Local President as the case may be. Within five (5) working days thereafter each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. If either party shall refuse or neglect to appoint a member to the Board of Arbitration, the Minister of Environment and Labour Relations for Newfoundland may be requested by the other party to appoint a member. The two (2) so-named shall, within five (5) days, select a third person to act as chairperson on the Board of Arbitration but should they not do so within five (5) days, then either party may apply to the Minister of Environment and Labour Relations for Newfoundland to appoint a person to be chairperson.

15.02 Arbitration Board Procedure

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall commence its proceedings within fourteen (14) days after the Chairperson is appointed unless the parties otherwise agree in writing. It shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time the chairperson is appointed. The decision of a majority shall be the decision of the Board.

15.03 Decision of the Board

The decision of the Board of Arbitration shall be final and binding on all parties but in no event shall the Board of Arbitration have the power to alter, modify, or amend, this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

15.04 Expenses of the Board

The Expenses of the board and the hearings shall be paid as follows:

Each party shall pay

- (a) one half of the fees and expenses of the Arbitrator; and
- (b) the cost of any witness that each calls or causes to attend the hearing, provided however, where an employee who is at work but is required to leave work and testify at an arbitration hearing he/she shall suffer no loss of pay or benefits.

15.05 Amending of Time Limits

The time limits fixed for arbitration procedure may be varied by consent of the parties to this Agreement.

15.06 Witnesses

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

15.07 Sole 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 of the fees and expenses of the Arbitrator.

ARTICLE 16 - WARNINGS & ADVERSE REPORTS

16.01 Warnings and Suspensions

Whenever management decides to discipline an employee in a manner indicating that dismissal may follow for repetition of similar activity, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall within five (5) days give written particulars of such discipline to the employee involved, with a copy to the Union.

16.02 Adverse Reports

An employee shall be notified in writing of any expression of dissatisfaction, or complaint ("adverse report") concerning his/her work performance within thirty (30) working days of the event giving rise to the adverse report. This notice shall

include particulars of the work performance which led to such report. If this procedure is not followed, the adverse report shall not become a part of his/her record for use against him/her at any time. The employee's reply, if filed within forty-five (45) days of receipt of the adverse report, shall become part of his/her record.

16.03 Disciplinary Record

The disciplinary record of an employee shall have all adverse reports and issued discipline deleted and same shall not be used against him/her at any time in the following instances:

- (a) When eighteen (18) months have elapsed since a suspension, provided there has been no recurrence of a similar and/or other infraction.
- (b) When twelve (12) months have elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar and/or other infraction.

16.04 Access to Personnel Files

There shall be only one (1) recognized personnel file and that file will be the one (1) maintained by the Human Resources Department. Not more than once per year, upon written request with at least three (3) working days notice to the Human Resources Office, an employee shall have the right to view his/her personnel file. The employee may request copies of documents contained in the file and such requests shall not be unreasonably denied.

16.05 Access to Terminated Employee File

An employee who has been terminated may arrange for supervised access to his/her personnel file or request a copy of the file be prepared and provided to the Union counsel involved with his/her grievance at any time following termination but prior to thirty (30) days before the first scheduled date of hearing agreed upon with the arbitrator.

ARTICLE 17 - DISCHARGE CASES

Subject to any statutory provisions to the contrary.

17.01 Discipline Procedure

An employee who has completed his/her probationary period may be dismissed but only for just cause, and only upon the authority of the Chief Administrative Officer. A Director may suspend an employee but shall immediately report such action to the Chief Administrative Officer. When an employee is discharged or suspended, he/she shall be given the reason in the presence of his/her representative, if so requested. Such reasons shall be in writing to the employee and the Union.

17.02 May Omit Grievance Steps

An employee who considers himself/herself to be wrongfully discharged or suspended shall be entitled to a hearing under Article 14, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

17.03 Reinstatement and Compensation

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings, excluding overtime, during the next pay period following reinstatement, or by any other arrangement which, in the opinion of the conferring parties or an Arbitration Board (if the matter is submitted to such Board) or Arbitrator, is reasonable.

17.04 Compensation for Wages and Holidays

In the event of dismissal under this clause, payment of wages and holiday pay owing will be in accordance with this Agreement.

17.05 Offences

Appropriate disciplinary action may be taken for the following offences:

- (a) Misconduct during employment
- (b) Incompetence and inefficiency
- (c) Failure to perform assigned duties
- (d) Disobedience of a superior
- (e) Insubordination or insolence to a superior
- (f) Summary conviction
- (g) Failure to observe rules and regulations

- (h) Incompatibility with other employees
- (i) Unauthorized absence from duty.

The above list is not to be construed as limiting the rights of management to take disciplinary action for other offences.

ARTICLE 18 - HOURS OF WORK

18.01 Hours of Work

The normal work week for all employees covered by this agreement shall be Monday through Friday. The normal daily hours of work for employees in the following job classifications shall be:

Office Assistant I	9:00 am to 4:30 pm
Office Assistant II	9:00 am to 4:30 pm
Office Assistant III (Community Services)	8:00 am to 4:30 pm
Office Assistant III (Water and Sewer)	8:00 am to 5:00 pm
Accounting Clerk I	9:00 am to 4:30 pm
Accounting Clerk II	9:00 am to 4:30 pm
Accounting Clerk III	9:00 am to 4:30 pm
Survey Technician I, II, and III	8:00 am to 5:00 pm
Survey Assistant I, and II	8:00 am to 5:00 pm
Customer Services Representative	8:00 am to 4:30 pm or 8:30 am to 5:00 pm
Senior Customer Service Representative	8:00 am to 5:00 pm
City Collector	9:00 am to 4:30 pm
Development Inspector I, II, and III	9:00 am to 4:30 pm
Cad Technician I, II, and III	9:00 am to 4:30 pm
GIS/Asset Technician	8:00 am to 5:00 pm
Land Management Research Assistant	9:00 am to 4:30 pm
Municipal Enforcement Officer I, II, and III	9:00 am to 4:30 pm
Senior Municipal Enforcement Officer	9:00 am to 4:30 pm
Parking Patrol Officer	9:00 am to 4:30 pm
Business Resources Assistant	9:00 am to 4:30 pm
Job Costing Clerk	8:00 am to 5:00 pm
Planning Technician I, II, and III	9:00 am to 4:30 pm
Fleet Management Coordinator	8:00 am to 5:00 pm
Recreation Technician	8:00 am to 5:00 pm
Computer Support Specialist	9:00 am to 4:30 pm
Administrative Assistant	9:00 am to 4:30 pm
Sustainable Development Technician	8:00 am to 5:00 pm
Building System Operator	8:00 am to 5:00 pm
Recreation Technician	8.00 am to 5:00 pm

All employees covered by this agreement shall be entitled to a lunch period of one hour.

18.02 Surveyors, Job Costing Clerk, Recreation Technician.

During the winter months where the Survey Technician I, II, III move inside, their hours, along with the Job Costing Clerk and Recreation Technician will be adjusted to coincide with City Hall office hours except in the case of emergencies, rush work, deadline, etc. All overtime to be calculated on a forty (40) hour week (eight (8) hours per day) basis.

18.03 Municipal Enforcement Officers and Parking Patrol Officer(s)

All Municipal Enforcement Officers work hours shall be the same as those stated in Article 18.01 with the exception of Officers engaged in enforcement of laws enforced by the City, who, upon seven (7) days notice, may be required to work a schedule of hours to provide enforcement between 9:00 a.m. and 9:00 p.m. on Thursdays and Fridays. The schedule upon expiry of the notice (unless otherwise agreed) will be the one set out in the Collective Agreement 2000 – 2004.

ARTICLE 19 - PAYMENT OF WAGES & ALLOWANCES

19.01 Designated Payday

The City shall pay wages due to the employee by Direct Deposit on every second Thursday. On each payday an itemized statement of his/her wages and deductions will be available to each employee. Wages shall be available to the employee by noon on payday. The rate of pay for all employees shall be as set forth in schedule "A" attached hereto.

19.02 Temporary Assignments

After thirty (30) days any employee required to fill temporarily, a position for which a higher rate of salary than that for such employee's regular work is paid, after thirty (30) days shall receive the higher rate while so employed, with the exception of vacations. Any employees required to fill temporary positions for which a lower rate of salary is paid, shall not suffer any reduction in salary while employed in such a position. The higher rate of pay will be retroactive to the time he/she assumed the position.

19.03 Service Pay Bonus

All employees who have completed three (3) years full time accumulative service with the City shall continue to receive the Service Pay that they received in December 1999 without further adjustment to be paid annually on the first payday in December covering the said amount accruing on December 1st for that calendar year. When an employee retires or dies, he/she or his/her estate, shall receive the full amount of the service pay for that year. All existing employees on the seniority list on January 1, 2000, not currently receiving service pay will be entitled in the year that they complete three (3) years full time accumulative service with the City to the minimum service pay of \$73.00 payable and accruing annually thereafter as per the above. Employees hired after January 1, 2000 shall not be eligible to receive service pay bonus.

19.04 Professional Fees & Licenses

The employer shall pay professional and/or license fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed. This does not include drivers licenses.

19.05 Legal Fees

The employer shall pay all legal costs for any action initiated against an employee by virtue of the performance of his/her employment duties excepting the employee who has been negligent or derelict in his/her duty.

19.06 Daily Rates

For the purpose of computation of daily rates, the year shall consist of fifty-two (52) work weeks and the work week shall be considered to contain the days Monday to Friday inclusive. The hourly rate shall be obtained by dividing the appropriate daily hours worked.

19.07 Summer Relief

Employees, other than those sponsored by Human Resources Development Canada, who are hired for specific duties during the normal summer hours, shall be paid a rate mutually agreed by both parties.

All other terms and conditions of employment shall be determined by mutual consent.

19.08 Severance Pay

- (a) An employee who was on the seniority list on the 1st day of January 2000 and who has or achieves not less than seven (7) years of service will be entitled to severance pay in accordance with the following schedule: Age plus years of service, divided by five (5) will determine the number of weeks severance pay, not to exceed \$14,000.
- (b) A new employee who was not on the seniority list on the 1st day of January 2000 and who subsequently has or achieves not less than seven (7) years of service and who loses seniority under clause 12.03 (e) will be entitled to severance pay in accordance with the following schedule: years of service, will determine the number of weeks severance pay, not to exceed \$15,000 or twenty (20) weeks pay which ever is the lesser.
- (a) A new employee who was not on the seniority list on the 1st day of January 2000, and who has less than twenty (20) calendar years' membership in the Pension Plan on the date of his/her retirement under the plan, shall be entitled to severance pay in accordance with the schedule stated in 19:10 (b).

ARTICLE 20 - OVERTIME

20.01 Overtime Defined

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

20.02 Compensation for Work Before and After Daily Scheduled Hours

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 day or shift.

20.03 Compensation for Work on Paid Holidays

Overtime worked on a holiday shall be paid for at the rate of double time in addition to holiday pay.

20.04 Saturday Work

All work required to be performed during the regular daily hours on Saturday shall be paid for at the rate of time and one-half, provided the employee has worked his/her regular hours of work for the week . Work required to be performed beyond the regular daily hours on Saturday shall be paid for at the rate of double time.

20.05 Sunday Work

Employees required to work on Sunday or any other day between 12:00 midnight and 8:00 a.m. shall be paid at the rate of double time.

20.06 No Lay-off to Compensate for Overtime

The employer shall not lay off employees during regular hours to equalize any overtime worked.

20.07 Calculation of Overtime Rates

An employee who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holiday, vacations, unpaid and paid Union leave, or other approved leave of absence with pay, shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his/her regular hours during such absence.

20.08 Sharing of Overtime

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

20.09 Call-Back Pay Guarantee

An employee who is a member of the Bargaining Unit and who is called back to work outside his/her regular working hours shall be paid for a minimum of two (2) hours at overtime rates.

20.10 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may receive time off at the appropriate overtime rate, at a time to be mutually agreed upon by the employee and the City.

20.11 Overtime During a Meal Period

Any meal period taken during hours subject to overtime shall be considered time worked.

ARTICLE 21 - STATUTORY HOLIDAYS

21.01 Statutory Holidays

All employees shall have the following ten (10) statutory holidays off with no loss of pay:

1. New Year's Day (January 1)
2. Good Friday
3. Queen's Birthday (Commonwealth or Empire Day - May 24th)
4. Canada Day/Memorial Day (July 1)
5. Labour Day (first Monday in September)
6. Thanksgiving Day (second Monday in October)
7. Armistice Day (Remembrance Day - November 11)
8. Christmas Day (December 25)

9. Boxing Day (December 26)
10. Civic Holiday

21.02 Statutory Holidays on Saturday or Sunday

If holidays numbered 1, 4, 7, 8, 9, or 10 above fall on a Saturday or Sunday, another day shall be taken. This shall, whenever possible, be the day nominated by the Provincial Government for observance, otherwise to be mutually agreed.

21.03 Half Days Allowed Without Substitute

The following half-days will be allowed, if working days (no substitute):

- (a) December 24th
- (b) December 31st.

21.04 Floating Holiday's (Floaters)

The following days shall be known as floating holiday's (floaters). St. Patrick's Day, Easter Monday, St. George's Day, Discovery Day and Orangemen's Day.

Floaters – Fulltime Permanent Employees

Permanent employees shall be entitled to five (5) days off with pay, in lieu of working on Discovery Day, St. Patrick's Day, St. George's Day, Orangeman's Day and Easter Monday, to be taken on days mutually agreeable to both the Employer and employee at any time during the year in which the floaters occur.

Floaters – Seasonal Employees

Seasonal employees who work on any of the designated floaters shall be entitled to a day off with pay for each day worked. These floater days are to be taken at a time mutually agreeable to both the Employer and the employee. Any floater days not taken at the time of lay off shall be compensated for on final pay.

Floaters – Casual Employees

Casual employees with a minimum of three (3) months' seniority, who work on any of the designated floaters shall be paid the applicable daily rate of compensation for the day worked plus receive an additional daily rate of competition at straight time for the floater. The daily rate of compensation will be in addition to the hours worked and issued to the employee on his/her next regular pay.

ARTICLE 22 - VACATIONS

22.01 Length of Vacations

(a) All full time employees shall receive an annual vacation with pay in accordance with their continuous years of employment as follows:

Less than one year:

5/6 working day for each month of service to December 31 to be taken between end of probation period and December 31.

On January 1, in the year of the first anniversary of hiring occurs and in each year thereafter including the third anniversary, an employee entitled to vacation shall have vacation anticipated in the amount of:

2 weeks as of January 1

On January 1, in the year of the fourth anniversary of hiring occurs (or 48 accrued months) and in each year including the 9th anniversary, an employee entitled to vacation shall have vacation anticipated in the amount of

3 weeks as of January 1.

On January 1, in the year of the 10th anniversary of hiring occurs (or 120 accrued months) and in each year including the eleventh year an employee entitled to vacation shall have vacation anticipated in the amount of:

4 weeks as of January 1.

On January 1, in the year of the 12th anniversary of hiring occurs (or 144 accrued months) and in each year thereafter

an employee entitled to vacation shall have vacation anticipation in the amount of:
4 weeks as of January 1

Each employee shall receive one (1) additional vacation day in the year after completion of twelve (12) years of service and an additional vacation day will be granted for each additional year of service thereafter up to a maximum accumulated of ten additional vacation (10) days.

(b) Part time, seasonal, casual employees will continue to receive vacation pay paid on each pay at the rate of 4% of earnings except where it is known that the employee is expected to be employed beyond twelve (12) months from and after January each year in which case the employee may elect to take vacation that year as any regular employee or be paid 4% for each pay period. Periods of employment before January 1st will be on the basis of 4% only.

22.02 Statutory Holiday During Vacation

If a holiday as established by this agreement in Article 21 falls or is observed during an employee's vacation period, he/she will be granted an additional day's vacation for each such holiday in addition to his/her regular vacation time.

22.03 Preference in Vacations

All employees shall, whenever conveniently possible, be granted the vacation period preferred by the employee, or at such time as may be mutually agreed upon by the department head and employee. Preference in choice of vacation dates shall be determined by seniority with the City. The City reserves the right to shut down operations for vacation purposes.

22.04 Period for Taking Vacation

The vacation year shall be January 01 to December 31.

Vacation shall be taken during the year in which the employee is entitled to take it, except where by mutual agreement between the employee and the Employer such vacation is deferred. Not more than one-half of the vacation due may be deferred, and the maximum period of deferment shall be five (5) months. Employees shall select the preferred dates for taking all of their deferred vacation, on or before December 30th each year. Failure to obtain approval for deferred vacation by January 15th of the following year, shall entitle the Employer to schedule and require the employee to take the deferred vacation at the time(s) chosen by the Employer.

22.05 Vacation Pay on Separation

In the case of job separation the accrued vacation shall be paid for on separation.

22.06 Posting of Vacation Schedules

Draft Vacation lists shall be submitted by staff to the Head of Departments by April 15th and approved lists shall be posted not later than April 30th. A variance from an approved list shall only be made for a reason which, in the opinion of the Department Head, is adequate.

22.07 Unbroken Vacation Period

Where possible an employee shall take his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the employer.

22.08 Approved Leave of Absence During Vacation

Where an employee qualifies for (1) sick leave in accordance with Article 23.01, by virtue of being hospitalized during the employee's vacation leave (2) bereavement, or (3) any other approved paid leave during the period of his/her vacation, there shall be no deduction from vacation credits for such absence if the employee reports the occurrence of one or more of these events within four (4) days of the occurrence and seeks the approval of employee's supervisor to either add the qualifying vacation days to the then current vacation period, if applicable, or to retain them for use at a later date as mutually agreed by employer and employee.

22.09 Overtime Vacation Rate

An employee who has commenced his/her scheduled vacation/ approved leave shall not be required to work during his/her scheduled vacation/approved leave except in case of emergency. However, should an employee agree to work when requested during his/her scheduled vacation/ approved leave, he/she shall be paid at double the regular rate of pay plus one vacation day off in lieu for each day worked.

22.10 Vacation Pay on Termination or Normal Retirement

An employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/her

vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination. On normal retirement at age 65, an employee shall be entitled to the same vacation or vacation pay which he/she would have earned if he/she had continued in employment to the end of the calendar year.

22.11 Vacation Upon Return to Work After Illness or Injury

In the event of an employee being off due to illness or injury, but returning to work before the end of the vacation year, he/she shall take all unused vacation before the end of the year. Should the employee not be able to schedule the vacation at a time convenient to his/her supervisor before the end of the year, such time will be carried over into the following year but such time must be taken before the end of April in the carry over year. Employees returning to work after the end of the vacation year shall use all unused vacation from the previous year(s) within four months of returning to work.

ARTICLE 23 - SICK LEAVE PROVISIONS

23.01 Sick Leave

Paid sick leave means the period of time an employee is absent from work with, full pay while absent by virtue of being sick, disabled, or attending an examination or treatment by a physician or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

Employees with sufficient accumulation of unused paid sick leave days shall be entitled to receive sick leave pay for the first day of absence due to illness or injury and for each consecutive day of absence thereafter.

Employees with no accumulation of unused paid sick days shall not be entitled to any paid sick leave.

Except in exceptional circumstances, in the event that the employee is required to travel more than 400 km outside the City for medical purposes he/she shall be entitled to avail of one paid sick day for the day of the medical appointment plus a maximum of one additional paid sick day for travel purposes where the employee has available sick time and provides a certificate of attendance from the medical practitioner.

Unpaid Sick Leave Defined

Unpaid sick leave means the period of time an employee is absent from work, without pay, due to illness or injury, or disabled, or, attending an examination or treatment by a physician, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

23.02 Accumulation of Sick Leave

Employees on the seniority list as of July 1, 2013 shall be entitled to one and one half days accumulative leave per full month of service to a maximum of 150 days.

New Employees who are not on the seniority list as of July 1, 2013 shall be entitled to one day accumulative leave per full month of service to a maximum of 100 days.

23.03 Proof of Illness

After three (3) consecutive days of absence or 4 cumulative days of absence in any twelve (12) month period where no proof is required to justify the absences and a claim for sick leave with pay an employee must thereafter produce a Physicians Report (available for printing on line) as proof of incapacity for all claims of the employee that the employee is unavailable to report to work or remain at work by reason of being sick, disabled, or attending an examination or treatment by a physician or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act. The information form required may vary depending upon the frequency or duration of the unavailability for work in order to comply with the duty of accommodation.

23.04 Illness in the Family

Where no one other than the employee can provide for the needs during illness of his/her spouse and/or child, or his/her mother and/or father, when residing in the same household as the employee, the employee shall be entitled after notifying his/her supervisor to use a maximum of five (5) accumulated sick leave days per calendar year. The

employee may be required to present proof of illness of the family members concerned to the employer.

23.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave for all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than one-half day shall not be deducted. Absence for one-half day or more and less than a full day shall be deducted as one-half day.

23.06 Sick Leave During Leave of Absence and Lay-off

When an employee is given leave of absence with pay for any reason, he/she shall receive sick leave credit for the period of such absence on his/her return to work. When an employee is laid off on account of lack of work, he/she shall not receive such leave credits for the period of such absence but shall retain his/her accumulative credit if any existed to the time of such lay-off.

23.07 Compensable Accident

Sick leave benefits will not apply in the case of a compensable accident nor will accumulated time be reduced for this reason.

23.08 Notification to Employer by Employee

The immediate supervisor of the employee must be advised on the first day of absence due to illness by the employee or his/her spouse or his/her doctor, of such illness and such advice must be received not later than 30 minutes prior to the normal start time of the shift on the first day and noon of the day prior to his/her return to work.

23.09 Sick Leave Committee

Labour/Management Sick Leave Committee will meet at the call of management to discuss any suspected pattern of sick leave abuse.

23.10 Vacation And Accumulated Overtime in Lieu of Sick Leave

When an employee has been off work by reason of bona fide sickness or non compensable injury for a period of at least three consecutive weeks and has exhausted all available paid sick leave he/she may elect in writing to access up to one week of accrued and current, but unused, annual vacation leave to provide extended income beyond his / her available sick leave.

ARTICLE 24 - INSURANCE AND PENSION PROGRAMS

24.01 Group Medical Plan and Long Term Disability Plan

All employees eligible to do so shall be subscribing members of the City sponsored group benefit plans which currently include a Group Medical Plan and a Long Term Disability Plan. Such plans will be provided through third parties and all disputes arising under them shall be dealt with under the mechanisms provided for in the master plan text of those plans. It is agreed that these plans are the plans contemplated as being within the mandate of the Joint Benefits Committee as provided for in Clause 7:03(b). It is understood that employees may only opt out of coverage provided by the benefit plans where the terms of the applicable plan permits.

24.02 Eligibility for Continuance of Group Benefits During Lay-Off or Illness

- (a) A full time employee covered by the Group Benefits Plan and who is subject to a lay-off not exceeding three (3) months, the City agrees to share premiums on a 50/50 basis for all benefits permissible by the insurance company during the lay-off period. Failure by the employee to pay his/her share of the premiums in advance on the 1st regular business day of each month will result in the loss of this benefit.
- (b) In the case of absence for illness or disability the Employer's contributions (50/50 basis) will be paid to the group benefit plan for a maximum of one (1) year from the commencement of the absence or until the commencement of LTD benefits provided the employee shall pay their share. Thereafter, the employee shall pay the full premium through the Employer if he/she remains eligible. The failure by the employee to pay his/her share of the premiums in advance on the 1st regular business day of each month will result in the loss of this benefit. The Employer agrees to continue to deduct the employee's share and remit same to insurer until the employee is eligible for LTD.

- (c) In the case of the seventeen (17) week pregnancy leave, the Employer's contribution (50/50 basis) will be paid to the plan if she is eligible and pays her share of the premiums. In the case of all other leave without pay, the Employer will not contribute to the plan but the employee may pay full premiums through the Employer. Failure by the employee to pay his/her share of the premiums in advance on the 1st regular business day of each month will result in the loss of this benefit.

24.03 Pension

Every employee eligible to do so shall join the City sponsored Pension Plan as mutually agreed by the parties.

- (a) The employer and the employee shall make contributions in accordance with the provisions of the plan. The employer's contribution shall be no less than the employee's contribution.
- (b) The plan shall be jointly administered by a Committee composed of an equal number of employer and Union representatives.
- (c) The provisions of the plan shall be fully negotiable between the Union and the employer.
- (d) Employees shall have the option to contribute voluntary premiums to the pension plan. Such contributions will not be matched by the employer.
- (e) All employees eligible to do so shall join the City's pension plan.
- (f) Vesting table - At the end of the second year of participation, 100% to vest with the participant.
- (g) Retirement to be in accordance with the provisions of the City's pension plan.
- (h) Pension premium to be mandatory at 6%.
- (i) Topical Seminars on Retirement Issues - The Employer will consult with the Joint Benefits Committee with respect to topical seminars on retirement issues that it wishes to offer to employees or which the Committee recommends. All such seminars offered will be open to spouses of employees.
- (j) Pension for Part-Timers - Each employee who works part-time for the City shall become a member of the Pension Plan on the next pay period following the pay period that the employee meets both of the following requirements: (1) twenty four (24) months from the date the employee gained seniority under the Collective agreement, and, (2) in each of two consecutive years commencing January 1, 1998 having earned at least 35% of the Yearly Maximum Pensionable Earnings (YMPE) as defined under the Canada Pension Plan. Employee and employer contributions shall be as provided in clause 24.01 (h).
- (k) The Group Benefits Committee shall have access to such documents, files, and papers concerning the Pension Plan, including individual files provided written confirmation is provided by the individual employee whose file or "personal" papers are sought.

ARTICLE 25 - WORKERS' COMPENSATION

25.01 Continuation of Pay

In the event of an employee sustaining an accident on the job and deriving workers' compensation therefore, the City will loan the employee a sufficient amount of money to insure that the employee affected will continue to receive a sum equal to what he would receive from the Workers' Compensation Commission. The loan will be interest free until the Workers' Compensation intake officer makes a determination with respect to the claim. Such loan payments will commence immediately and will terminate with the determination of the officer. In the event of acceptance of the claim, the employee will insure that the Workers' Compensation funds in respect of the processing period are directed first to the City in repayment of the total loan extended to the individual. In the event the claim is denied, the loan remains repayable by the employee upon such terms as may be privately arranged between him/her and the City, but if no suitable arrangements are made for repayment of the loan, then the City may deduct from wages or monies owing by the City to the employee, such sums as are necessary to ensure repayment within 60 days. If there are insufficient funds in the wages or monies owing, the City may pursue the recovery of the remaining amount. Workers' Compensation cheques issued by the Workers' Compensation Commission for compensation payment must be submitted to the Payroll Supervisor until the loan is repaid.

25.02 Accumulation of Benefits

While on Workers' Compensation, an employee shall continue to accumulate sick leave, vacation, floaters, service pay and severance pay for one (1) continuous year at the same rate as he/she would if he/she had not been injured. It is understood that this benefit is only applicable once per injury.

25.03 Ease Back

The Employer, where the Workers' Compensation Commission recommends, shall endeavour to establish an ease back program, for an employee on workers' compensation if there is available work within his/her medical limitations.

The parties will meet with a view to starting a similar program for employees on long term leave of absence for medical reasons.

ARTICLE 26 - LEAVE OF ABSENCE

26.01 Union Conventions and Union Business Leave

Leave of absence without loss of pay or seniority shall be granted on the Union's written request one week in advance for members to attend Union business. In no case shall the total person days exceed twenty (20) in any calendar year. Such leave of absence shall be at no additional cost to the City when overtime is involved. Additional unpaid leave of absence up to a maximum of forty (40) days per calendar year may be granted, such approval shall not be unreasonably withheld. It shall not be considered unreasonable denial where the granting of such leave can reasonably be expected to adversely affect operations and restrict services to the taxpayer.

26.02 Leave of Absence for Public or Union Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay so that the employee may be a candidate in federal or provincial elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without pay or benefits and without loss of seniority during his/her term of office.
- (c) An employee who is elected or selected for a position within the Union, or any body affiliated with the Union, shall be granted leave of absence, without pay or benefits and without loss of seniority for periods of one (1) month up to two (2) years. Such leave shall be renewed on request during his/her term.
- (d) With the approval of the Department Head, time off with pay may be allowed for the President of the Local Union or his/her designated representative to meet with the employees and the CUPE national representative for the area. Any such time approved shall be deducted from the time permitted for leave of absence under this clause.

26.03 Compassionate Leave

An employee shall be granted a maximum of four (4) consecutive days leave without loss of pay in the event of the death of the employee's parent, child or spouse/common law spouse. An employee shall be granted a maximum of three (3) consecutive days leave without loss of pay in the event of the death of the employee's grandparent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, or grandchild. In the event that such death occurs more than 250 km outside of the City, two (2) additional consecutive days leave without loss of pay shall be granted as travelling time if necessary and requested. In the event of the death of an employee's step mother, step father, step brother, step sister, step child or step grandchild an employee shall suffer no loss of pay for the day of the funeral. Compassionate leave will be in addition to scheduled days off, holidays, vacation and floaters.

26.04 Death of Employee

In the event of death of any employee covered by this Agreement, the Chief Administrative Officer may authorize all or any employees to attend the funeral during working hours without loss of pay.

26.05 Jury Duty/Court Witness

When an employee is summoned for jury duty or subpoenaed as a court witness, except on his/her own behalf, he/she shall not suffer any loss of wages while so serving. However, in situations where the employee is summoned or subpoenaed to appear in court on a personal matter (where the employee is a litigant), OR regarding a matter in which he/she is facing criminal charges OR on a matter that he/she has brought before the courts (ie legal action against another party), the employee will not receive regular wages for the time absent from work. Any employee appearing in court on behalf of the City shall not suffer any loss of wages while so appearing.

26.06 Pregnancy/Parental Leave

(a) Commencement and duration of Pregnancy/Adoption/Parental leave

The maximum Pregnancy/Adoption/Parental leave allowed under this clause shall be fifty two (52) weeks in total and shall be unpaid. An employee shall be permitted to commence Pregnancy leave at the beginning of her sixth (6th) month of pregnancy. Adoption leave may be granted to an employee who legally adopts a child upon presentation of proof of adoption. Parental leave may be granted to an employee who gives birth to, or an employee whose spouse gives birth to, a child upon presentation of proof of the birth of that child. The right to Pregnancy/ Parental leave expires once fifty two (52) weeks has passed from the earlier of the date of commencement of the leave or the date of the child's birth. The right to Adoption leave expires once fifty two (52) weeks has passed from the date of the child's Adoption.

(b) Procedure for return to duty and protection of position

An employee may return to duty from Pregnancy leave after two (2) weeks notice of her intention to do so on the production of a certificate of fitness from her physician. An employee may return to duty from Adoption/Parental leave after giving the employer two weeks notice of his/her intention to do so. The employee shall resume to his or her former position and salary upon return from leave.

(c) Illness associated with pregnancy

An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy up to the beginning of the sixth month of pregnancy.

(d) Benefits on Pregnancy/Adoption/Parental leave

While on Pregnancy/Adoption/Parental leave, employees shall continue to accumulate seniority. Vacation credits will be earned during the first seventeen (17) weeks of leave only. Sick leave credits are not earned while on Pregnancy/Adoption/Parental leave.

26.07 Paternity Leave

A paternity leave of two (2) days shall be provided for new fathers without loss of pay or holidays.

26.08 Adoption Leave

(a) Subject to the approval of the employer, special leave without pay for a maximum period of twenty-nine (29) weeks may be granted to an employee who legally adopts a child and upon presentation of proof of adoption. While on adoption leave, employees shall continue to accumulate service for seniority purposes only. Such leave shall not be unreasonably denied.

(b) The employee shall resume his/her former position and salary upon return from adoption leave with no loss of accrued benefits. Annual vacation and sick leave credits are not earned while on adoption leave.

(c) The employee may return to duty after two (2) weeks notice to the employer.

26.09 Extended Unpaid Leave

(a) Provided there is an acceptable qualified internal replacement available and provided no more than three (3) employees in total from three (3) different classifications being off at any particular time in the period requested, an employee who has completed five (5) years of full-time service shall be granted unpaid leave to a maximum of twelve (12) months upon written request. While on such leave, employees shall continue to accumulate seniority but not pensionable service, unless they would have been otherwise laid off. The minimum amount of unpaid leave an employee may have under this clause is nine (9) months. An employee will not be granted extended unpaid leave to take another position with the Employer whether inside or outside a bargaining unit nor take a job with another employer within the Province of Newfoundland. All group benefits and insurances will terminate during the period of the leave. An employee may only avail of this clause once during his/her career with the City.

(b) Employees wishing to return to their position prior to the period of leave granted in (a) above must provide one (1) month's notice to the Employer to allow the Employer to provide the replacement with sufficient notice.

ARTICLE 27 - CONTRACTING

27.01 Contracting

The Union recognizes the management's right and duty of the City to arrange for the performance of public services in any way which appear to the City to be most advantageous to the citizens, including the contracting out of work and services.

27.02 Full Time Employment as Needed

The City recognizes that it is to the advantage of the citizens and conducive to good labour relations if the greater part of those persons now on the payroll who have given full-time year round service to the City and its predecessors for several years may, subject to compliance with provisions of this Agreement, reasonably expect to continue in such service while the City has the need and means to employ them.

27.03 Consultation with Union

Accordingly, the City agrees that, before contracting out any office work on a scale which would entail a lay-off of persons of the kind mentioned above, it will consult with the Union, and both parties agree to endeavor to reach agreement on the basis of Articles 27.01 and 27.02 above.

27.04 Contracting In

Prior to the City contracting out any work not presently performed by the members of the bargaining unit, the City shall attempt to negotiate with the Union to "contract in" the work within the bargaining unit. The Union shall be given the opportunity within a reasonable amount of time to make presentation to the City upon completion of the negotiations prior to the City contracting out.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Work by Supervisors

No person or persons in a supervisory capacity shall be required to do work covered by the classification in Schedule 'A' for extended periods to detriment of employees covered by this Agreement.

28.02 Clothing

The City will be responsible for one hundred percent (100%) of the cost of the following items to be issued as required. Development Inspector I, II and III; Engineering Department - Surveying Personnel; Fleet Management Coordinator; Research Assistant; Building Systems Operator; Sustainable Development Technician and Recreation Technician:

- Rubber boots
- Safety boots
- Raincoats
- Coveralls
- Winter coats
- Winter boots
- Gloves

The City will designate the supplier and clothing and will endeavour to insure top quality consistent with good value. Employees shall be eligible for such purchase after successful completion of probation period. Replacement will be made on the return of worn out items. If the item is destroyed while on duty other than by negligence of the user, it shall be replaced by the City as soon as possible.

Municipal Enforcement Officers and Parking Patrol Officers – the City will provide uniforms as required at no additional cost to the employee.

The City may designate that all clothing indicate that the wearer is a City employee.

28.03 Employee Protection

Employees shall not be required to enter a place of residence for city related business unless accompanied by a second party other than the occupant.

28.04 Handicapped and/or Older Workers Provision

Any employee covered by this Agreement who has given good and faithful work performance to the City, and who, through advancing years or disablement is unable to perform his/her regular duties, shall be given preference of any light or other suitable work available which he/she is capable of performing at the rate of wages payable at the time for the position to which he/she is assigned.

28.05 Equipment

The City recognizes its duty to accommodate bona fide disabilities and will, where necessary, adjust work stations to reasonably accommodate such disabilities.

28.06 Agreement Clarification and Housekeeping

Within thirty (30) days of signing the parties will meet to reorganize and renumber the Collective Agreement for easier understanding and reading. This undertaking will not change the intent of any clause or Letter of Understanding or any other provision of the Collective Agreement.

NOTE: It is understood that once changed the changed version becomes the only version.

28.07 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Employer shall supply, at its own cost, sufficient copies of the Agreement, in booklet form, within thirty (30) days of signing.

28.08 Death Benefits

Any pay and benefits under this Agreement due an employee at the time of his/her death shall be paid to the employee's estate or designated beneficiary.

ARTICLE 29 - NEW CLASSIFICATIONS & WAGE SCALES

29.01 New Job Classification

(a) Any new job classification, which is established during the life of this agreement, and not subject to negotiation during the normal periodic bargaining of this agreement, shall be subject to a review of the position between the Employer and the Union during the term of this agreement within thirty (30) business days (of City Hall) of it being established. The parties may from time to time establish the form of review but where there is a dispute as to whether the position is a position within the meaning of "employee" under the Labour Relations Act either party may refer the issue to the Labour Relations Board for a determination. The decision of the Board shall be final and neither party shall apply to the Board in respect of positions excluded or included per Article 2.01 but where there has been a major reorganization rendering an excluded position in doubt, the position may come to the regular bargaining table with a view that the parties may agree to refer a dispute arising from a particular position to the Labour Relations Board.

(b) Where the position is determined by the parties or the Labour Relations Board to be included in the bargaining unit, then the wage rate and hours of work shall be negotiated between the Employer and the Union. Should the parties fail to reach agreement on either wage rate or hours of work either party may refer these issues to an Arbitrator to settle the terms. The wage rate selected by the Arbitrator shall not be more than 10% above the highest hourly paid position nor lower than 10% below the lowest rated position.

29.02 Job Classifications

Classifications form a part of this Agreement as indicated by Schedule 'A' and salaries shall be paid in accordance with the schedule indicated by Schedule 'A'.

29.03 No Elimination of Present Classification

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

ARTICLE 30 - SEXUAL HARASSMENT

30.01 Sexual Harassment

(a) Both the Employer and the Union consider sexual harassment to be reprehensible and are committed to maintaining an environment in which sexual harassment does not exist.

(b) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the sexual harassment ceases.

The victim shall be protected from repercussions which may result from his/her complaint.

- (c) In cases of harassment that have not been settled to the satisfaction of the complainant, the matter may be referred to the Human Rights Commission for settlement or by other means that are mutually acceptable to the parties.
- (d) Sexual harassment is comprised of sexual comments, gestures or physical contact that the individual knows or ought reasonable to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one (1) time basis or a series of incidents, however minor. It is unsolicited, one sided and/or coercive. Both males and females may be victims of sexual harassment. Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances or, alternatively the threat of reprisal for refusing. Sexual harassment can be expressed in a number of ways which may include:
- unnecessary touching or patting
 - suggestive written remarks or sexually aggressive remarks
 - leering (suggestive staring) at a person's body
 - demand for sexual favours
 - compromising initiations
 - physical assaults

ARTICLE 31 - NO STRIKE

31.01 No Strike

The Union agrees that there shall be no strikes and the City agrees that there shall be no lockout of members of the Union during the terms of this Agreement.

31.02 Refusal to Cross Picket Line

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line. Failure to cross such a picket line by an employee shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action where the refusal to work is reasonable in the circumstances. Employees will be reassigned to alternate work, if available, should they reasonably refuse to cross a picket line.

NOTE: The employer reserves the right to challenge the legality of this provision.

ARTICLE 32 - TERMS OF AGREEMENT

32.01 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.

32.02 Term of Agreement

This Agreement shall come into effect as from the 1st day of January 2013 and remain in effect until and during the 31st of December 2016 and shall continue in effect thereafter from year to year with 1st of January in any year as its annual renewal date, unless either party serves written notice on the other party at least three (3) months prior to the expiry date of the 31st of December 2016 or in any year thereafter.

The terms and conditions of this Agreement shall remain in full force and effect during negotiations until agreement is reached or the provisions of the Labour Relations Act with respect to strike or lock-out have been complied with and either party exercises that right.

32.03 Notice Period

Either party desiring to propose changes to this Agreement shall, in the period from October 1st to December 31st give notice in writing to the other party that changes are proposed. Upon receipt of this notice, the parties will communicate and establish a mutually agreeable date on which to meet to exchange proposals for a new agreement. This exchange of proposals shall occur as soon as possible after receipt of notice to bargain, but before the end of January.

32.04 Agreement Binding

This Agreement shall endure and be binding upon not only the parties hereto mentioned, but also their respective successors.

SCHEDULE "A"

Wage Rate & Classification January 01, 2013 - December 31, 2016

CUPE 768 Wage Scales January 01, 2013 - December 31, 2016

2% increase - January 01, 2013
 2% increase - January 01, 2014
 2% increase - January 01, 2015
 2% increase - January 01, 2016

* On January 02, 2014 the step system will be collapsed and all employees will be placed at Step 5. New probationary employees will be subject to a 10% reduction in salary.

Grade G Development Inspector III, Survey Technician III, Planning Technician III,
 Senior Municipal Enforcement Officer

	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Probationary rate
01-Jan-12	\$ 50,835.28	\$51,290.03	\$ 51,744.78	\$ 52,199.53	\$ 52,654.28	\$ 53,109.03	effective
01-Jan-13	\$ 51,851.99	\$52,315.83	\$ 52,779.68	\$ 53,243.52	\$ 53,707.37	\$ 54,171.21	02-Jan-14
01-Jan-14						\$ 55,254.63	\$ 49,729.17
01-Jan-15						\$ 56,359.73	\$ 50,723.75
01-Jan-16						\$ 57,486.92	\$ 51,738.23

Grade H Building Systems Operator, Survey Technician II, Development Inspector II,
 Municipal Enforcement Officer III, City Collector, Fleet Management Coordinator
 Planning Technician II

	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Probationary rate
01-Jan-12	\$ 45,630.68	\$46,085.43	\$ 46,540.18	\$ 46,994.93	\$ 47,449.68	\$ 47,904.42	effective
01-Jan-13	\$ 46,543.29	\$47,007.14	\$ 47,470.98	\$ 47,934.83	\$ 48,398.67	\$ 48,862.51	02-Jan-14
01-Jan-14						\$ 49,839.76	\$ 44,855.78
01-Jan-15						\$ 50,836.55	\$ 45,752.90
01-Jan-16						\$ 51,853.28	\$ 46,667.96

Grade I Development Inspector I, Municipal Enforcement Officer II, Computer Support Specialist,
 Senior Customer Service Representative, Accounting Clerk III

	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Probationary rate
01-Jan-12	\$ 42,315.56	\$42,770.31	\$ 43,225.05	\$ 43,679.80	\$ 44,134.55	\$ 44,589.30	effective
01-Jan-13	\$ 43,161.87	\$43,625.72	\$ 44,089.55	\$ 44,553.40	\$ 45,017.24	\$ 45,481.09	02-Jan-14
01-Jan-14						\$ 46,390.71	\$ 41,751.64
01-Jan-15						\$ 47,318.52	\$ 42,586.67
01-Jan-16						\$ 48,264.89	\$ 43,438.40

Grade J		Accounting Clerk II, Municipal Enforcement Officer I, Sustainable Development Technician Assistant Computer Support, Cad Technician III, Planning Technician I, GIS Asset Technician, Survey Technician I, Instrument Man I/Construction Inspector, Research Assistant Customer Service Representative, Job Costing Clerk, Recreation Technician					Probationary rate
	Base	Step 1	Step 2	Step 3	Step 4	Step 5	
01-Jan-12	\$ 39,260.78	\$39,715.53	\$ 40,170.28	\$ 40,625.03	\$ 41,079.78	\$ 41,534.52	effective
01-Jan-13	\$ 40,046.00	\$40,509.84	\$ 40,973.69	\$ 41,437.53	\$ 41,901.38	\$ 42,365.21	02-Jan-14
01-Jan-14						\$ 43,212.51	\$ 38,891.26
01-Jan-15						\$ 44,076.76	\$ 39,669.09
01-Jan-16						\$ 44,958.30	\$ 40,462.47


Grade K		Office Assistant III, Administrative Assistant, Parking/Patrol Officer, Cad Technician II, Survey Assistant II, Modified Purchasing Clerk, Water and Sewer Drafter II Business Resources Assistant					Probationary rate
	Base	Step 1	Step 2	Step 3	Step 4	Step 5	
01-Jan-12	\$ 34,699.64	\$35,154.39	\$ 35,609.14	\$ 36,063.89	\$ 36,518.64	\$ 36,973.39	effective
01-Jan-13	\$ 35,393.63	\$35,857.48	\$ 36,321.32	\$ 36,785.17	\$ 37,249.01	\$ 37,712.86	02-Jan-14
01-Jan-14						\$ 38,467.11	\$ 34,620.40
01-Jan-15						\$ 39,236.46	\$ 35,312.81
01-Jan-16						\$ 40,021.19	\$ 36,019.07

Grade L		Purchase Order Clerk, Cad Technician I, Office Assistant II, Accounting Clerk I Survey Assistant I, Sustainable Development Assistant					Probationary rate
	Base	Step 1	Step 2	Step 3	Step 4	Step 5	
01-Jan-12	\$ 30,698.99	\$31,153.74	\$ 31,608.48	\$ 32,063.23	\$ 32,517.98	\$ 32,972.73	effective
01-Jan-13	\$ 31,312.97	\$31,776.81	\$ 32,240.65	\$ 32,704.49	\$ 33,168.34	\$ 33,632.18	02-Jan-14
01-Jan-14						\$ 34,304.83	\$ 30,874.35
01-Jan-15						\$ 34,990.92	\$ 31,491.83
01-Jan-16						\$ 35,690.74	\$ 32,121.67

Grade M		Office Assistant I					Probationary rate
	Base	Step 1	Step 2	Step 3	Step 4	Step 5	
01-Jan-12	\$ 26,451.63	\$26,906.38	\$ 27,361.13	\$ 27,815.88	\$ 28,270.63	\$ 28,725.37	effective
01-Jan-13	\$ 26,980.66	\$27,444.51	\$ 27,908.35	\$ 28,372.20	\$ 28,836.04	\$ 29,299.88	02-Jan-14
01-Jan-14						\$ 29,885.87	\$ 26,897.29
01-Jan-15						\$ 30,483.59	\$ 27,435.23
01-Jan-16						\$ 31,093.26	\$ 27,983.94

IN WITNESS WHEREOF THE said parties hereto have affixed their signatures and seals
this 18th day of November, 2013.

Signed on behalf of the
City Council of the
City of Corner Brook,



Mayor



Chief Administrative Officer



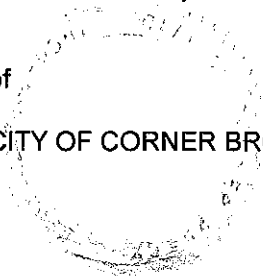
Director of Operational Services



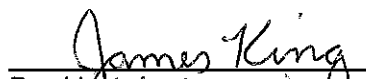
Director of Community Services

Seal of

THE CITY OF CORNER BROOK



Signed on behalf of the
Corner Brook Civic
Employees, Local 768.
Corner Brook, Nfld.



President (ACTING)



Union Committee Member



Union Committee Member

Seal of

LOCAL UNION OF NO. 768
OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES

Appendix A (EXCLUSIONS)

Chief Administrative Officer/City Manager, City Clerk, Executive Assistant to Chief Administrative Officer, Communications Officer Manager of Business Resources, Supervisor of Business Services, City Solicitor.

Director of Operational Services/City Engineer, Assistant Director of Operational Services, Manager of Public Services, Manager of Engineering Services, Supervisor of GIS/Auto Cad, Supervisor of Sustainable Development, Superintendent of Works, Superintendent of Water & Sewer, Supervisor(s) of Engineering Services (W&S, Roads, Work Planning etc), Foremen, .

Director of Corporate Services/City Treasurer, Manager of Treasury Services, Administrative Assistant-Corporate Services, Manager of Human Resources, Supervisor of Human Resources, Supervisor of Computer Services, Supervisor of Payroll, HR/Payroll Specialist, Supervisor of Land Management.

Director of Community Services, Manager of Community Services, Supervisor of Community Planning, Supervisor of Development and Inspection, Supervisor of Recreation Services


Fire Chief, Deputy Fire Chiefs, Assistant Deputy Fire Chiefs.

All employees at the Pepsi Centre, Students, Summer Program Coordinator, Playground Supervisor,—Lifeguards, All Firefighting Services Personnel, All Unionized outside Workers.

WORKING ALONE MEMORANDUM

The parties have agreed that there must be an orderly process to assess "working alone" situations. In that regard the Supervisor of Human Resources will identify those employees who are working alone with input from the Occupational Health and Safety Committee. The Supervisor will review the subject positions against the standards established by the NL Government to determine whether the employee (s) while working alone are at risk such that they require adjustment in there working circumstances and the possible adjustments. The Supervisor will then provide a report of findings and options to the Occupational Health and Safety Committee for review and recommendation(s).

The City will consider the recommendations and advise the Committee of the decision respecting the recommendation(s) and where a dispute exists same will be resolved through consultation with the provincial division of Occupational Health and Safety.



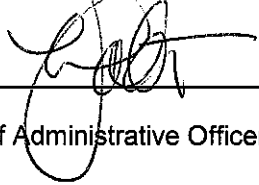
For the City



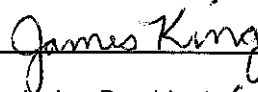
For CUPE Local 768

Memorandum of Understanding – Flex Time

Employees who are regularly scheduled to work a 37.5 hour week or a 40 hour week shall subject to the employee's supervisor agreement be able to alter their hours by ½ hour at beginning or at the end of their normal work day through whichever arrangement that the employee and the employee's supervisor are able to agree upon. Flex Time agreements may be denied where all employees in a work group (e.g. surveyors etc) do not agree to work the flex time schedule proposed. It is understood the any flex time arrangement shall ensure that the normal number of daily hours are worked.



Chief Administrative Officer



Union President (ACTING)

LETTER OF UNDERSTANDING

November 18, 2013

Ms. Wanda Power
President, C.U.P.E. Local 768
City of Corner Brook

Dear Ms. Power

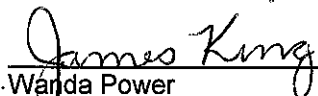
RE: ON THE JOB TRAINING - STUDENTS


This is a Letter of Understanding with respect to on the job training of students as discussed during negotiations.

The City of Corner Brook will continue to participate in its on the job training program for students as part of their educational training in a job related environment. On the job training will be for short periods of time and without compensation.

The students will train under the direct supervision of a city employee and participation in the program will not adversely affect any member of the Local 768 bargaining unit.

The Union will receive in advance, notice in writing of the employer's intention to receive students for on the job training including names, dates, departments, and scope of duties to be performed.

for 
Wanda Power
President, CUPE Local 768



Michael W. Dolter, CMA
Chief Administrative Officer

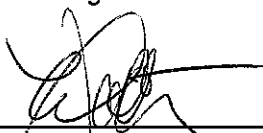
MEMORANDUM OF UNDERSTANDING – STUDENT WORK TERMS

This will confirm mutual agreement by both parties regarding the provisions of work term opportunities to students of recognized educational institutions by the City of Corner Brook under the following conditions:

1. (a) Work term students will perform any work related to their course of study that would not ordinarily be done by recalling laid off employees and the hours of work and/or pay of the Bargaining Unit will not be reduced by reason only of duties performed by a student working a work term

(b) The provision of work term opportunities and the work assigned shall not result in the lay-off of Bargaining Unit members or result in the delay in the recall of Bargaining Unit members to return to work from lay-off.
2. The maximum duration of a work term shall be sixteen (16) weeks, but students may have more than one (1) work term provided such shall not be consecutive and be directed to achieving their certificate or degree of qualification.
3. The maximum number of students involved in work terms within a department of the employer at any one time shall be one except where otherwise mutually agreed by the parties.
4. Students involved in work term opportunities will ordinarily work with employees of the City.
5. The Union shall receive advance notice in writing of the City's intention to engage students under work terms. Such notice shall state the general nature of the duties to be performed, the area(s) where an individual is to be assigned and the anticipated duration of the work term.
6. A student, for the purposes of this MOU, is an individual registered on a full-time basis at a recognized secondary or post-secondary institution who will be returning to full-time studies after the completion of the on-the-job training opportunity (work term) or who must have on-the-job experience (work term) as a course requirement in order to graduate.
7. The City agrees not to take students on work terms during the period between expiry of the Collective Agreement and the renewal of that agreement.

for 
Wanda Power
President, CUPE Local 768


Michael W. Dolter, CMA
Chief Administrative Officer

LETTER OF UNDERSTANDING

CUPE, Local 768

Requests to Employees for Completion of Long Form Doctor's Report

This letter is to record the City's agreement with Local 768 that it will reimburse to the employee any out-of-pocket costs charged and receipted by a treating or assessing physician for the physician's completion of a long form medical report (detailed) if specifically required by the City under its Sick Leave Policy.

Proof of illness (basic) or appointment requests are not subject to reimbursement.

Reimbursement shall be up to but not exceed \$50.00 per report completed. An incomplete report does not qualify for reimbursement and the employee is expected to ensure the report is completed and provided to the City together with a legible original receipt (if any) if a charge has been made by the doctor to the employee.



FOR CITY OF CORNER BROOK

November 18, 2013


Memorandum of Understanding
Physician's Report

Further to the application of Clause 23.03 (Proof of Illness), it is understood that any sick days used by the employee prior to the official date of signing of the 2013 to 2016 collective agreement will not be counted towards the number of days required in clause 23.03 for the employee to provide the medical information.

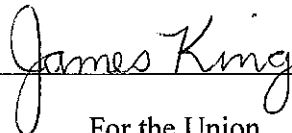
With respect to which medical form is required, the city will implement a sick leave policy that is consistent with the terms of clause 23.03 which will clarify when a physician's report #1 (basic) (ie Name of patient, date and time of medical appointment/visit, duration of absence from work, etc) is required and/or when a physicians report #2 (detailed) (ie include restrictions/limitations, modified hours, etc) is required.

While remaining in compliance with clause 23.03, the thought is that for absences of five consecutive days or less, the physician's report #1 would be sufficient, and provided that a Doctor's note included the same info, the Doctor's note would be acceptable.

For absences of more than 5 consecutive days, the physician's report #2 (detailed) would be required. In situations where the physician's report #2 is required, the City will (as per the MOU of the collective agreement) reimburse the employee up to a maximum of \$50 towards the cost of having the report completed.



For the City of Corner Brook



For the Union