



**FFAW | UNIFOR**  
Fish, Food & Allied Workers

**Collective Agreement**

**between**

**Town of Burgeo**

**Burgeo, Newfoundland & Labrador**

**and**

**Fish, Food Allied Workers  
(FFAW-Unifor)**

**Effective**

**January 1, 2015  
to  
December 31, 2017**

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## **Article 1 – Definitions**

- 1:01 In this Agreement the following words and phrases have the respective meanings given below:
- (a) "Union" means the Fish, Food and Allied Workers (FFAW-Unifor);
  - (b) "Town" means the Town of Burgeo;
  - (c) "Council" means the Town of Burgeo;
  - (d) "Employer" means Town of Burgeo;
  - (e) "Employee" mean those classifications which form part of this Agreement which are stipulated in Schedule 'A' in accordance with the Order of Certification, issued February 22, 1978, subject to Article 6 of this Agreement;
  - (f) "Grievance" means a dispute arising over the interpretation, application, administration of alleged violation of the terms of this Agreement;
  - (g) "Normal Town Maintenance" means roads repairs, repairing of sewers and water lines, ditching and other works related to maintaining town works and services;
  - (h) "Recognized Retirement Age" means that age as is legislated by the Government of Newfoundland & Labrador.

## **Article 2 – Purpose**

- 2:01 The intention of this Collective Agreement is to promote and maintain harmonious relations and close co-operation between the Council and its employees in the Town of Burgeo, Newfoundland & Labrador.
- 2:02 It is understood by both parties that their object is the protection of the best interest of the Council and its employees. Both parties will abide by this Agreement, it being their purpose to settle all differences without disturbance of industrial peace.

### **Article 3 – Recognition**

- 3:01 Town of Burgeo recognizes the Union as the sole and exclusive bargaining agent for all employees of the Council, save and except Town Manager, Town Superintendent, Town Clerk, Non-working Foremen and those above the rank of Non-working Foremen.
- 3:02 No individual or collective contract(s) written or oral, shall be entered into by either party that may be in conflict with the terms of this Agreement or the bargaining rights of either party.
- 3:03 Persons in positions as excepted in Article 3:01 above shall not perform work done by classifications for which working conditions are covered by this Agreement except when circumstances require.
- 3:04 It is agreed however, that in the absence of the Town Manager, the Town Clerk will be expected to assume the duties and responsibilities of the Town Manager on a temporary basis. Any grievances arising during this period will proceed from Step 1 directly to Step 3 of the grievance procedure.

### **Article 4 – Union Security**

- 4:01 Town of Burgeo agrees that it shall be a condition of continued employment for all employees to be a member, or become a member, and to maintain membership in good standing in the Union, except for those stipulated in Article 3:01.
- 4:02 Town of Burgeo undertakes to co-operate with the Union in every proper and lawful way to assist in obtaining and retaining members of Local 1252 on its work force.
- 4:03 Town of Burgeo will deduct from the monthly wages of all employees who are members of the Union the amount of the Union dues, initiation fees and other general assessments as may be from time to time prescribed by the Union. The Union shall submit a written notice of any subsequent increase to the Council before the Council commences deductions.

- 4:04 All deductions made against an employee's wages, with respect to 4:03 above, shall be remitted to the Secretary-Treasurer of the Union within the first week following the month for which the deductions are made and shall be accompanied by a list of the employees' names, social insurance numbers and the amounts, from whom deductions are made.
- 4:05 An employee check-off authorization shall be automatically renewed from the end of one contract year to another, unless the Council receives at least four (4) weeks before the end of the then current contract year, written notice from the employee in duplicate, that he does not intend to renew his authorization.
- 4:06 Within two (2) weeks of the receipt thereof, the Council shall forward, to the designated official of the local Union, a copy of every authorization, revocation and notice of intention, not to renew.
- 4:07 It shall not be the function of the Council to collect any monies from its employees other than as stipulated in 4:03 above.
- 4:08 New employees shall as a condition of employment become members of the Union on the date of hire and shall maintain membership in good standing, notwithstanding the fact that each new employee must serve a probationary period, not to exceed forty-five (45) working days.

## **Article 5 – Union Representation and Shop Steward**

- 5:01 The Council acknowledges the right of the Union to elect shop stewards.
- 5:02 The Union shall elect not more than two (2) shop stewards and one (1) alternate altogether.
- 5:03 The Union shall advise the Council in writing of the names of the shop stewards and alternate and subsequent change in names thereof. This should be done within thirty (30) days of the signing of this Agreement.
- 5:04 The Town shall not be required to act on, any item affecting the terms of this Agreement unless it is presented by the person(s)

names in 5:03. The union's business agent shall be able to apply the terms of this agreement at anytime.

- 5:05 Provisions shall be made by the Council for a bulletin board which shall be in a conspicuous place easily accessible to and frequented by a majority of the employees. Such bulletin board shall be used by both the Town and its employees to promote communications from both parties. Notices placed on the bulletin board shall be done on the part of the Union by the Shop Steward and by any of the employer's agents. Notices shall only be removed under the same authority.
- 5:06 No discrimination will be exercised in the employment, retention or working conditions of an employee because of membership in the union or for accepting positions, serving on committees or representing the employees covered by this Agreement, or on grounds of colour, sex, age or religious or political affiliation.
- 5:07 All grievances in Step 1, 2 and 3 shall be processed promptly on Council time with no loss of pay or benefits to employees involved. It will be understood that at no time will the Town Office be closed to the public for the purpose of dealing with the grievance procedure.
- 5:08 Union officers will be permitted to leave their regular duties during working hours in order to deal with union business provided they first obtain permission of management. Such permission shall not be unreasonably withheld.
- 5:09 The service representative or other official representative employed full or part time by the Union will be allowed access to the premises during working hours to conduct necessary union business. The service representative or union official shall first notify management of his presence and indicate the nature of his business. He shall not disrupt normal council operations.
- 5:10 The Council agrees that when an employee is called in on a disciplinary matter pertaining to this work performance that will form part of his record, he will be accompanied by the steward although the employee may request the steward to leave the meeting. If the employee is to be interrogated by the Council as part of a disciplinary procedure, the Council will notify the Union prior to this interrogation taking place and the employee so concerned has the option, prior to this meeting, of not having

the steward present. For other matters, the employees may be accompanied by a steward if he so desires.

### **Article 6 – New Classification**

- 6:01 Should a classification other than those set forth in Schedule 'A' be created or used, the rate of pay for the classification shall be agreed upon with the Union and thereafter become part of Schedule 'A' and form part of this Agreement. If an agreement cannot be reached the Council shall set a rate of pay and designate it as temporary. Within thirty (30) days of notification of a temporary rate, the Union may request the Council to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be retroactive to the date of the establishment of the temporary rate. If, as a result of these negotiations, the parties are unable to agree, the Union will within five (5) working days, refer the grievance to Step 3 of the grievance procedure.

### **Article 7 – Management Rights**

- 7:01 The Town of Burgeo has the undisputed right to operate and manage its business in all respects.
- 7:02 Without restricting the generality of the foregoing, it is agreed that it is the function of the Council to determine method of assembly, material, apparatus and equipment required, work methods and the location of equipment and the scheduling of work, subject only to the limitations expressly stated in this Agreement.

## **Article 8 – Strikes and Lockouts**

8:01 It is agreed that during the life of this Agreement the Union shall not cause a strike nor shall the Council cause a lockout.

## **Article 9 – Government Legislation**

9:01 In the event that any of the provisions of this Agreement are found to be in conflict with any violated applicable provincial or federal laws, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of this Agreement.

## **Article 10 – Sub-Contracting**

10:01 Work may be contracted out in such a manner that it will cause no loss of employment of benefits to the employees who would have normally done the work.

10:02 Capital works and similar works shall not be bound to this Agreement.

10:03 This Article shall not apply to the garbage contract.

## **Article 11 – Grievance Procedure and Arbitration**

11:01 A grievance is defined as an alleged violation of a specific article or section of this Agreement.

11:02 If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance and arbitration procedures;

The Union has the right to grieve on behalf of any employee(s), including the right to claim damages on behalf of the employee(s).



Step: 1 The employee, alone or with the assistance of a shop steward, may present the grievance to his foreman or supervisor within two (2) working days after presentation of the grievance, the foreman or supervisor shall give his/her answer orally to the employee and/or the union steward involved.

Any grievance which cannot be adjusted at Step 1, shall be referred to the chief steward or his alternate and committed to writing for adjustment at the next Step.

Step: 2 If the grievance is not resolved at Step 1, the chief steward may, within three (3) working days of receipt of the foremen's or supervisor's answer, submit to the town manager a signed, written statement of grievance. The statement of grievance shall name the employee involved, shall state the nature of the grievance, shall identify all the Articles of this Agreement alleged to be violated, and shall indicate the relief required. Upon receipt of the written grievance, the town manager or his designated representative shall, with three (3) working days meet with the chief steward, or his designated representative, and if necessary, the shop steward concerned, to attempt to resolve the grievance. The council representative shall give the chief steward or his alternate, an answer in writing no later than three (3) working days after the above mention meeting.

Step: 3 If the grievance is not resolved at Step 2, representative of the Council shall meet within ten (10) days with the chief steward, or his designated representative, and such other representative of the Union as may be designated, accompanied by the shop steward from the department of the employee involved. The time limit may be extended by mutual agreement.

Step: 4 If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3, either the Council or the Union, by written notice

to the other, shall have the right to appeal the dispute to arbitration as hereinafter provided. Such notice of appeal must be given within ten (10) working days from the date of the Council's answer provided for in Step 3.

- 11:03 Time limits fixed by this article shall be extended only by mutual agreement between the Council and the Union, subject to the right of either party to provide reasonable grounds for its delay which shall be an arbitrable issue failing agreement.
- 11:04 Arbitration shall be heard by an Arbitration Board as provided for herein except where the Union and the Council mutually agree that a single arbitrator may be appointed to act in lieu of the board. In the event that a sole arbitrator is appointed, he shall have all the rights and duties and be subject to the same conditions as apply to the Arbitration Board and his fees and expenses will be shared equally between the parties.
- 11:05 Within five (5) days after the date of delivery of the notice of intention to arbitrate, the party initiating the arbitration shall notify the other party of the name of its representative on the Arbitration Board and the other party shall appoint its representative within a further five (5) days of receipt of this notice. In the event that either party shall fail to appoint a representative to the Arbitration Board within the time provided, the other party may request the Minister of Advance Education, Skills and Labour for the Province of Newfoundland & Labrador to appoint a representative on behalf of the defaulting party.
- 11:06 The representative of both parties shall choose a chairman who, with them, shall constitute the Arbitration Board. Should the representative fail to agree on a chairman within five (5) days after the appointment of the last representative, the Minister of Advance Education, Skills and Labour for the Province of Newfoundland & Labrador shall be requested by the representative or either of them to appoint a person who shall be a chairman of the Arbitration Board.
- 11:07 Powers of the Arbitration Board. It shall be the function of the Arbitration Board to make a decision in case of alleged violation of the specific Articles and Sections of this Agreement.

- (a) The board shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- (b) The powers of the Board shall be limited to deciding whether either party has violated the express Articles or Sections of the Agreement; and it shall not imply obligations and conditions binding upon the Council from this Agreement, it being specifically understood that any matter not specifically set forth herein remains within the reserved rights of the Council.
- (c) In the event that a case is appealed to an Arbitration Board on which it has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. There shall be no appeal from an Arbitration Board decision. It shall be final and binding on the Union, its members, the employees involved, and the Council.
- (d) The Union and the Council shall discourage any attempt of its members, and shall not encourage or co-operate with any of its members, in any appeal to any court or labour board from a decision of an Arbitration Board.
- (e) The fees and expenses of the chairman shall be shared equally by the Council and the Union. All other expenses, including the fees and expenses of their nominee to the Board, shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

## **Article 12 – Clothing Allowance**

12:01 The town shall furnish on loan and shall replace without charge, the following clothing to outside employees:

- (a) lined rubber gloves on demand;
- (b) two (2) face masks to be available at all times for use by employees when required;
- (c) two (2) pairs of coveralls per year;
- (d) two (2) pairs of gloves per year;

- (e) two (2) pairs of rubber clothes for work on sewers for the use of all employees will be provided and kept in the garage at all times;
- (f) one (1) pair of rubber clothes per year for other work; and
- (g) two (2) pairs of his rubber boots as required.

- 12:02 Replacement of each or any item of clothing mention in 12:01 above shall be at the discretion of the Town Manager and shall be conditioned on surrender of the unserviceable article and an adequate reason for replacement. Wearing apparel shall not be transferable unless adequately cleaned.
- 12:03 Should an employee lose an article of clothing through no neglect of his own part, then the Council shall not seek reimbursement from the employee.
- 12:04 The Council shall furnish at cost price the following items of clothing:
- (a) safety footwear.
- 12:05 The Council shall provide free of charge one (1) snow suit per year to each outside employee, when the old snow suit is returned.

### **Article 13 – Hours of Work and Overtime (Public Works)**

- 13:01 Eight (8) hours shall constitute a normal working day for all employees, forty (40) hours shall constitute a normal working week. The normal working day shall be from 8:00am to 5:00pm, Monday to Friday.
- 13:02 All hours worked in excess of those stipulated in 13:01 shall be classed as overtime hours and shall be paid at the applicable overtime rate.
- 13:03 The straight overtime rate shall be time and one half (1 ½) of basic rate.

- 13:04 Time and one half (1 ½) shall be paid for all hours on Saturday. Double time on Saturday, after five o'clock (5:00pm) if previous eight (8) hours have been worked.
- 13:05 Double time rates shall be paid to all employees for all time worked on Sunday and for all hours worked after eleven (11) hours in twenty-four (24) hours and after fifteen (15) hours at double time and one half (1 ½) of the basic rate.
- 13:06 An employee who works to such an hour so as not to receive ten (10) hours rest between the termination of work in the evening and the start of work the following morning shall work at double time on the following morning for the number of hours his rest period was less than ten (10) hours.
- 13:07 All hours worked on statutory holidays shall be paid at the rate of one and one half (1 ½) times the basic rate plus the eight (8) hours statutory holiday pay at the regular rate.
- 13:08 When called out (outside normal working hours) all hours worked shall be paid at the applicable overtime rate of pay and if that amount to which the employee is entitled is less than four (4) hours the employee shall receive the minimum four (4) hours pay at the applicable overtime rate.
- 13:09 Live sewer rates: \$30.00 per hour, Monday through Friday, at other times \$40.00 per hour.
- 13:10 A shift premium of \$0.25 per hour extra shall be paid for all hours worked on both evening and night shifts.
- 13:11 Each employee shall be entitled to a fifteen (15) minute coffee break during the first and second half of their shift.
- 13:12 Regular hours of work shall not be suspended or equalized to absorb overtime.

13:13 During the period from June 1<sup>st</sup> to August 31<sup>st</sup>, regular working hours each week for that period of time shall be as follows:

Monday	8:00am – 5:00pm
Tuesday	7:00am – 5:00pm
Wednesday	7:00am – 5:00pm
Thursday	7:00am – 5:00pm
Friday	7:00am – 12:00pm

During this period, Article 13:01 of the Agreement shall not be in effect. However, it is understood that any hours worked in excess of those hours outlined above shall be classed as overtime hours and shall be paid for at the applicable plant rate.

## **Article 14 – Statutory Holidays and other Holidays with Pay**

14:01 (a) The following shall be holidays and all worked performed on these days shall be paid for at the rate of time and one half (1 ½) for the classification. Should any of these days fall on a Sunday, the day set by the authorities shall be observed:

New Year's Day	Discovery Day
Good Friday	Empire (Victoria) Day
Canada (Memorial) Day	Orangeman's Day
Labour Day	Thanksgiving Day
Armistice Day	St. Patrick's Day
Christmas Day	St. George's Day
Boxing Day	

(b) Two (2) floating holidays will be provided for all employees to be taken individually at a time to be mutually agreed on between the employee and the Council.

- 14:02 The Council shall declare one (1) civic holiday in addition to the above in accordance with municipal regulations and that day shall be classed as a statutory holiday.
- 14:03 A half holiday on Christmas Eve and New Year's Eve will be granted to each employee. These half holidays are not considered as statutory holidays and will only be granted if all work for the particular day is complete.
- 14:04 All employees who report for work and for whom no work is provided shall be paid for four (4) hours at the straight time rate.

### **Article 15 – Compassionate and other Leave with Pay**

- 15:01 Upon application and prior approval of Council or its representative, an employee may be granted special leave with pay.
- (a) In the case of bereavement of father, mother, wife, husband, son, daughter, brother, sister, grandparent, step-relations, mother-in-law and father-in-law, special leave not to exceed three (3) working days, should the bereavement take place within the province.
  - (b) Special leave not to exceed seven (7) working days should the bereavement take place outside the province.
- 15:02 Special leave with pay may be awarded to any employee to enable him/her to participate in courses of training either within the province, and, in such cases such leave shall be for such period at such rate of pay and subject to such terms and conditions as the Council may see fit to prescribe.

### **Article 16 – Special Leave without Pay**

- 16:01 Special leave without pay may be granted in exceptional circumstances to an employee provided the employee has no

current annual leave available to him subject to prior approval of the Council.

- 16:02 Periods of special leave without pay in excess of eighteen (18) working days in the aggregate in any year shall not be reckoned for incremental purpose and the employee's record of service shall be noted accordingly.
- 16:03 The Council shall grant a leave of absence without pay of up to six (6) months for reason of pregnancy.
- 16:04 The Council shall grant a leave of absence of up to a maximum of two (2) years to an employee for reasons of bona fide illness, industrial accident or disease. It is understood that such leave of absence may be extended by the mutual consent of the Council and the Union. An employee shall return to work when certified as medically fit by his/her physician.
- 16:05 The Council shall grant leave of absence without pay for reason of Union business or legitimate personal business including seeking and holding public office. An employee leaving the employment of the Council to work for or on behalf of the Union shall be considered on leave of absence and shall retain and accrue seniority with the Council while so employed providing leave of absence is requested in writing at least one (1) month prior to effective date of absence. Leave of absence for the above reasons shall not exceed the term of this Agreement.

### **Article 17 – Annual Vacation with Pay**

- 17:01 Each employee shall be granted vacation with pay in accordance with the following:
- Less than one (1) year – 4% on gross wages
  - One (1) year to two (2) years – 10 days or 4% on wages
  - Three (3) years to eight (8) years – 15 days or 6% on wages
  - Nine (9) years to eighteen (18) years – 20 days or 8% on wages
  - Over eighteen (18) years - 25 days



Part-time Workers:

Three (3) years to nine (9) years	1.5 days
Ten (10) years to twenty (20) years	2.0 day
Over (20) years	2.5 days

- 17:02 In the event a statutory holiday which is covered under Article 14 falls on a working day during an employee's vacation period, such employee will be given an additional days' holiday.
- 17:03 Suitable dates for vacations shall be arranged between the employees and the appropriate management personnel. If there is any conflict between two or more employees with respect to allocation of vacations, preference shall be given to the senior employee. Employees may request to take vacation one (1) week at a time and such requests shall not be unreasonably denied.
- 17:04 Vacation pay will be available to the employee on the day prior to the commencement of the vacation period and shall be in the relevant amount provided sufficient notice (i.e. noon Wednesday) is given.
- 17:05 Vacations must be taken during the calendar year for which they are granted unless mutual agreement is reached between Council and employee.
- 17:06 Time lost through sickness, occupational accidents, not exceeding twelve (12) consecutive months, shall not be deductible from vacation credits.
- 17:07 Vacation pay paid to an employee shall be paid at the applicable rate to which the employee is assigned.
- 17:08 No employee may continue to work and draw vacation pay.
- 17:09 Any employee who works in excess of eight (8) months in one year shall receive vacation pay same as that of a full-time employee.

## **Article 18 – Sick Leave**

- 18:01 Sick leave for Council employees shall be as stipulated herein:
- (a) Sick leave of one and one half (1 ½) days per month for a total accumulation of eighteen (18) days per year shall be credited to each employee; maximum accumulation period shall be for hundred (100) days.
  - (b) Sick leave shall be granted to each employee at the straight time rate of pay minus any benefits due under the insurance plan. Full rate after fifteen (15) weeks.
  - (c) To ensure sick leave pay, an employee must produce to Council at its request, a doctor's certificate showing the necessity of his absence from work for the full period for which he claims sick pay.
  - (d) It shall be the responsibility of the employee to advise his employer of his illness as soon as possible prior to the commencement of his shift and the day prior to his return to work.
  - (e) Unused sick leave shall be paid to each employee upon his retirement from Council at the rate of fifteen (15) percent, provided that the employee has reached the recognized retirement age as stipulated in Article 1:01(h).
  - (f) After sickness or hospitalization and upon returning to work, sick leave will begin to accumulate again at the rate of one and one half (1 ½) days per month.
  - (g) It is understood that this being the first Agreement, all employee will receive credit for eighteen (18) days sick leave which represents credit for unused days prior to this Collective Agreement.

## **Article 19 – Seniority**

- 19:01 Seniority shall mean accumulated service from the date of hire. A seniority list prepared by the Council shall be posted in each department and a copy supplied to the Union in the first week of

January and July in each year, showing for each employee listed thereon:

- (a) Name
- (b) Classification
- (c) Employment Date
- (d) Length of Seniority

Such seniority list shall contain the names of all persons having or retaining seniority.

- 19:02 Each employee shall be permitted a period of fifteen (15) days following the posting of the seniority list to protest any omission or incorrect postings affecting his seniority. When an employee is absent from work for just cause at the time the seniority list is posted, he/she shall be allowed a period of fifteen (15) days following his/her return to work to make such protest.
- 19:03 New employees will be regarded as probationary for the first sixty (60) days worked of their employment and shall have no seniority standing until the completion of such probationary period. Upon successful completion of the probationary period, the employee's seniority shall be dated as of the latest date of his/her hire. During the probationary period, dismissal shall not be subject to the grievance procedure.
- 19:04 In making selections for layoff, recall after layoff, filling of vacancies and permanent transfers of employees, the Council shall select individuals on ability and qualifications, and where these are equal, seniority shall prevail.
- 19:05 In making selections for promotion to Charge Hand, or to positions outside the bargaining unit, ability and qualifications shall be the governing factors and where these are equal, seniority shall prevail.
- 19:06 Whenever the Council finds it necessary to make a selection for any of the above matters on any basis other than seniority, the Council agrees to review, when the selection is made, with the proper Union Officials or representatives, its reasons therefor.
- 19:07 Vacancies and new positions within the bargaining unit shall be posted on the bulletin board for five (5) working days with all

qualified members of the bargaining unit having the right to apply.

- 19:08 Employees shall retain and accrue seniority:
- (a) while on lay-off not to exceed twelve (12) months;
  - (b) while on sick leave, worker's compensation or pregnancy leave;
  - (c) while on approved leave of absence;
  - (d) when promoted to a position outside the bargaining unit for a period not exceeding twenty-four (24) months.

- 19:09 Employees shall lose all seniority if:
- (a) discharged for just cause;
  - (b) he/she quits;
  - (c) he/she fails to return to work following lay-off after being properly notified of the availability of work. In this case, the employee must be available to return within five (5) days of first recall, otherwise he shall be removed from the seniority list.
  - (d) he/she fails to return after approved leave of absence or indicate he does not intend to return.

## **Article 20 – Jury Duty**

- 20:01 The Town shall pay the difference between the employee's wage and that which an employee would receive as a juror or a subpoenaed witness, should an employee be so subpoenaed or summoned, the employee must show proof of service.
- 20:02 Time spent on jury duty or as stipulated above shall not be charged against an employee's annual vacation or leave.

## **Article 21 – Wages & Methods of Payment**

- 21:01 It is agreed by both parties hereto, that the hourly rates of pay outlines in Schedule 'A' shall be recognized as forming part of this Agreement and paid during the term of the said Agreement.
- 21:02 Employees shall receive their pay cheques for all hours worked, including overtime, every Friday.
- 21:03 Each employee's pay cheque shall be enclosed in a sealed envelope and addressed to that particular employee.
- 21:04 Should an employee be temporarily transferred to a position carrying a higher rate of pay than his regular classification, he shall be paid the rate for the higher paid job, provided his work at that particular job lasts one (1) hour.
- 21:05 Should an employee be temporarily transferred to work carrying a lower rate of pay than his regular classification, he shall be paid the rate for his regular job.

## **Article 22 – Safety**

- 22:01 Employees will be required to familiarize themselves with the potential hazards associated with their duties, however, they will not be expected to perform dangerous work and if ordered to do so they may refuse because of the danger involved.
- 22:02 It is agreed that as soon as possible after the signing of this Agreement a Safety Committee shall be established comprising of at least one (1) employee nominated by the Union and one (1) representative of the Employer.
- 22:03 The Safety Committee established under Clause 22:02 will consider any unsafe conditions not specifically covered by this Agreement and make recommendations concerning the elimination of hazards, and the prevention of accidents in and around the working place.
- 22:04 Both parties agree to make every effort to comply with the recommendations of the Safety Committee.

- 22:05 The Safety Committee shall meet at least once every month and make a report in writing. A copy of the Committee's report shall be sent to the safety branch of the Workers' Compensation Board as well as to the Union.
- 22:06 The Safety Committee shall meet during working hours without loss of pay for committee members.
- 22:07 All premises will be provided with a properly equipped first aid kit. A trained first aid attendant, if available, will be on hand.
- 22:08 The Safety Committee shall accompany the safety inspector when he makes his annual inspection.

### **Article 23 – Group Insurance**

- 23:01 The Council and Union agrees that the existing plan will be maintained.

### **Article 24 – Working Conditions**

- 24:01 The Council agrees to provide and maintain the following:
- (a) adequate and suitable toilet facilities;
  - (b) adequate clean drinking water facilities to all employees during working hours;
  - (c) all places shall be adequately ventilated;
  - (d) Adequate heat for lunch rooms and working areas; and
  - (e) at the end of each regular work day, employees shall be given a five (5) minute period to clean up.

## **Article 25 – Pension Plan and Long Term Disability**

- 25:01 The Town Council agrees to provide a pension plan for all employees fully paid for by the Town Council. The amount to be \$0.35 per hour per employee.
- 25:02 The Company agrees to take a look at providing a long-term disability for part-time employees.

## **Article 26 – Duration**

- 26:01 This agreement shall be effective from the 1<sup>st</sup> day of January, 2015 and shall remain in effect until the 31<sup>st</sup> Day of December, 2017 and year to year thereafter unless notice is given not less than thirty (30) days before the expiry by the party desirous of a change.

**Schedule 'A'**

<b>Position</b>	<b>January 1, 2015</b>	<b>January 1, 2016</b>	<b>January 1, 2017</b>
Lead Hand	\$18.98	\$19.55	\$20.14
Equipment Operator	\$16.62	\$17.12	\$17.63
Clerk	\$14.20	\$14.63	\$15.07
Laborer	\$14.01	\$14.43	\$14.86
Blaster	\$16.84		
Blaster Helper	\$16.16		



IN WITNESS WHEREOF the parties hereunto affix their Seals and Signatures  
this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Signed on behalf of:

Town of Burgeo

\_\_\_\_\_

\_\_\_\_\_

In the presence of:

\_\_\_\_\_

Signed on behalf of:

FISH, FOOD & ALLIED WORKERS (FFAW-Unifor)

\_\_\_\_\_

\_\_\_\_\_

In the presence of:

\_\_\_\_\_