

MINUTES

Regular Meeting of Council
Wednesday, December 21, 2022 @ 4:00 pm
Council Chambers

Present:

P. Farwell	Mayor
B. Ford	Deputy Mayor
W. Hoffe	Councillor
P. Woodford	Councillor
G. Brown	Councillor
S. Handcock	Councillor

Advisory and Resource:

B. Hefford	Town Clerk
K. Hiscock	Director of Corporate Services
J. Blackwood	Director of Planning and Development
N. Newell	Director of Community Services
H. Lowe	Director of Public Safety & Protective Services
K. White	Communications Officer

Regrets:

T. Pollett	Councillor
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1. CALL TO ORDER

The Meeting was called to order at 4:00pm.

2. VISITORS/PRESENTATIONS

None.

3. APPROVAL OF AGENDA

Motion #22-209

Approval of Agenda

Moved by Councillor Pollett and seconded by Councillor Woodford that the Agenda for the Regular Meeting of Council on December 21, 2022 be adopted.

In Favour: 6 Opposing: 0

Decision: Motion carried.

4. MINUTES FOR APPROVAL

Motion #22-210

Regular Minutes for Approval

Moved by Councillor Pollett and seconded by Councillor Handcock that the Minutes from the Regular Meeting of Council on November 23, 2022 be adopted as presented.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Motion #22-211

Special Minutes for Approval

Moved by Councillor Woodford and seconded by Councillor Hoffe that the Minutes from the Special Meeting of Council on December 12, 2022 be adopted as presented.

In Favour: 6 Opposing: 0

Decision: Motion carried.

5. BUSINESS ARISING FROM PREVIOUS MINUTES

None.

6. REPORTS – STANDING COMMITTEES:

A. Community Services Committee:

The Community Services report was presented by Councillor Pollett.

The Community Services meeting was held on December 6, 2022. The meeting was chaired by T. Pollett, Councillor. Other members present included: W. Hoffe, Councillor; G. Brown, Councillor; N. Newell, Director of Community Services; B. Hefford; Town Clerk.

The following items were discussed:

Donation to Gander Charity

The Committee reviewed correspondence from a tourist who visited the Town Hall this past summer. As a token of appreciation, they would like to donate \$500 to a Gander area registered charitable organization and their employer will match the donation.

The Committee felt a donation to the Gander Community Fund would be appropriate. The Gander Community Fund's intent is for recreation, culture, and social inclusive programming, special events, and projects or initiatives which benefit the residents of Gander.

Steele Community Centre Cafeteria Contract

The operator of the cafeteria has requested an extension to their contract for 2023-2024 season. They have indicated that due to inflation, the cost of food, gas, etc., have increased, and consumers are not spending like they used to. They have also invested in equipment to run the cafeteria and an extension to the contract would help with these costs.

The Committee understands that it has been a challenge operating a business during the last couple of years, however, Council did extend the contract for the operator for the 2021-2022 season for the same reasons and there is no contractual clause to extend. Therefore, a Request for Proposals for the 2023 – 2024 season will be issued, and the current operator will be entitled to submit a proposal.

Upcoming Events

The following events will be taking place in the coming months:

- | | |
|-----------------|---|
| Dec 22 : | Walker/Skater Christmas Coffee Break |
| Dec 22 – Jan 2: | Free Skating & Shinny Hockey Sessions (see Recreation & Community Services Facebook page) |
| Dec 23 - 31: | Christmas Lights Picture Scavenger Hunt |
| Jan 6 - 8: | Gander Minor Hockey hosts U11 Tournament |
| Jan 13 - 15: | Gander Minor Hockey hosts U13 Tournament |

B. Municipal Works & Services Committee:

The Municipal Works & Services Committee report was presented by Councillor Woodford.

The Municipal Works & Services Committee meeting was held on December 7, 2022. The meeting was chaired by T. Pollett, Councillor. Other members present included: S. Handcock, Councillor; J. Blackwood, Director of Municipal Works & Services (A); B. Hefford, Town Clerk; G. Whitt, Administrative Support Clerk.

The following items were discussed:

Icy Road Conditions, Review

The Committee reviewed correspondence from a resident with concerns about the icy condition of the road during his walks in the early morning hours. He feels the road conditions are unacceptable and require immediate attention.

The Director (A) advised the Committee that the current process in place, as it applies to the evaluation of road conditions, provides an effective guideline to deploy resources to ensure road safety and accessibility. There are many variables in weather conditions, including temperature fluctuation, the type and amount of forecasted precipitation, and freeze / thaw cycles, which impact conditions at any given time. Council's 2022-2023 Snow Plan accounts for periods for high volume traffic, such as morning, lunchtime and after work commuting and are used as a benchmark for sand/salt applications to be completed. Public safety is of utmost importance when evaluating these situations and is balanced with considerations for departmental budgets and environmental concerns with excessive salt distribution.

The Committee agrees and recognizes that there will be occasions where unpredictable weather patterns will cause unexpected flash freezing and icy conditions at any time of the day, or night.

The Committee recommends contacting the resident to advise the process in place and provide them with a copy of the snow plan.

Snow Clearing Concerns, 2 Bachman Place

It was brought to the Committee's attention that the resident of 2 Bachman Place is having ongoing issues with the Town's snow clearing operations in front of their property. When the plow enters the cul de sac it is making a wide sweep from the curb, leaving a section not cleared on the first pass between the end of the driveway and the edge of the plow.

The Director (A) informed the Committee that a snow marker has been installed near the property and operational procedures have been adjusted which should alleviate this concern in future events.

The resident will be notified of this operational change and department staff will monitor the property during future snow clearing events.

Municipalities NL, Letter of thanks, WWTP Tour

The Committee reviewed correspondence from the president of Municipalities NL, thanking Council for making the 72nd Annual Conference and Trade show in Gander a tremendous success.

The Water and Sewer Department were recognized for their contribution during the event and specifically for hosting a tour of the new Wastewater Treatment Facility for delegates.

Participants found it highly informative and were impressed with the facility and the process operation.

Municipalities NL appreciates the opportunity to visit local facilities when they host meetings in different regions across the province and would like to thank the Council for providing this learning opportunity for their meeting delegates.

COVID-19 Wastewater Surveillance Program. December 2022, Town of Gander - Positive detection in wastewater samples.

In June 2021, the Department of Environment and Climate Change, Health and Community Services, announced an initiative that will help detect COVID-19 in wastewater in NL.

The Town of Gander is one of the communities selected to participate on a volunteer basis in the wastewater surveillance program. Testing can provide an early warning of positive and asymptomatic cases of COVID-19 in the community, and it can assist in public health guidance. Effluent samples are collected once per week and are analyzed by the Public Health Agency of Canada's national microbiology laboratory in Winnipeg.

The most recent test results for the Town of Gander as reported on December 14 indicated positive detection with greater than, or equal to, 16 cp/ml. Council is pleased to be able to participate in this program and assist public health officials in their efforts. Residents can view the wastewater surveillance for COVID-19 virus results dashboard at:

www.gov.nl.ca/ecc/waterres/wastewater-surveillance-for-covid-19-virus/

Notable Dates

- Garbage collection for the Christmas Day & Boxing Day holidays, observed on Monday, December 26th and Tuesday, December 27th, both days are rescheduled for collection on Wednesday, December 28th.
- Garbage collection for the New Year's Day holiday, observed on Monday, January 2nd, is rescheduled for collection on Wednesday, January 4th.
- The next Transfer Station event on McCurdy Drive is scheduled for January 7th. The hours of operation are 8 a.m. – 4 p.m.

Council would like to remind residents that details of notable dates and events can be viewed on the Town of Gander Website at www.gandercanada.com.

C. Public Safety & Protective Services Committee:

The Public Safety & Protective Services Committee report was presented by Councillor Handcock.

The Public Safety & Protective Services Committee was held on December 8, 2022. The meeting was chaired by S. Handcock, Councillor. Other members present included: G. Brown, Councillor; B. Ford, Deputy Mayor; T. Pollett, Councillor; H. Lowe, Director of Protective Services/Fire Chief; J. Blackwood, Director of Planning and Development; B. Hefford, Town Clerk; G. Whitt, Administrative Support Clerk.

The following items were discussed:

Winter Parking, Wilcockson

The Committee discussed correspondence received from a resident who was fined for a parking infraction and felt it was unnecessary to have parking only on one side of the street. He suggested parking in the location has been permitted for many years and Council should be more considerate of residents.

When designating parking areas on local streets, considerations are given to the safety of pedestrians and motorists in the vicinity, rather than setting standards that would apply to all areas. Variables such as obstructed views when approaching turns, limited space availability, if width of the road will be affected, to name a few, are a part of the review process when designating street parking. Winter parking restrictions are in place to accommodate effective snow clearing operations and the safety of the general public while doing so.

A copy of the Town of Gander Traffic Regulations can be viewed at:
www.gandercanada.com/en/residents/resources/trafficregulations.pdf

The committee would like to remind residents to look for no parking signs that may be in their neighborhood and areas where they frequently exercise on-street parking.

Speeding, Byrd Avenue – Hadfield Crosswalk Safety

The Committee reviewed correspondence from a resident with concerns of excessive speeding on Byrd Avenue, specifically at the Hadfield Crosswalk. This is a high pedestrian traffic crosswalk, crossing a high vehicle traffic street. The concern lays with the sharp turn with minimal street view for motorists who quickly ascend upon the crosswalk. It was suggested the Town consider a traffic calming measure to be put in place.

The Committee acknowledges the concern and recommends the Director begin the process to identify if there is a need for traffic calming measures as outlined in Policy PS012.

Department Activity Report

- The GFR “warm the wee ones” appeal is complete, and the Town would like to thank residents who donated to this worthwhile cause.
- The “Adopt-A-Hydrant” campaign is running from December 1st – March 31st, with weekly prizes to be won. Participants are invited to submit a picture of the fire hydrant, the location and hydrant number that was cleared to hlowe@gandercanada.com to be entered for a weekly prize. There should be a one-meter area cleared of snow around the hydrant on all sides and a path to the street. Please refrain from throwing snow onto the street or sidewalk, be aware of traffic and your own safety.
- “Ember” our Elf on the shelf, will be visiting GFR this month. Residents are invited to watch daily updates on GFR social media platforms.
- GFR would like to acknowledge Nash Bey, who was our “Fire Chief for a day”.
- GFR is participating in the “Keep the Wreath Green” program to help raise fire awareness for area residents. The program involves placing a wreath illuminated with green bulbs on the front door of the fire station for the month of December, as a reminder for residents to practice fire safety this holiday season.

D. Planning & Development Committee:

The Planning & Development Committee report was presented by Councillor Handcock.

The Planning & Development Committee meeting was held on December 13, 2022. The meeting was chaired by G. Brown, Councillor. Other members present included: B. Ford, Deputy Mayor; S. Handcock, Councillor; T. Pollett, Councillor; J. Blackwood, Director of Planning & Development; B. Hefford, Town Clerk; J. Newman, Manager of Technical Services.

The following items were discussed:

Delegation – Letter of Support

The Committee met with Mr. Justin Hodge, Mr. Dean Gillingham, and Mr. Calvin Francis regarding their efforts to have an area of land between Northwest and Southwest Gander River measuring approximately 110 square kilometers established as IPAC, Indigenous Protected and Conserved Area. The delegates indicated to Council that they rely on this area for sustenance, employment, cultural heritage, and spiritual development. They feel that proposed forestry and mining operations for this area will have a negative effect on the region and would like Council to support their efforts in having the area designated as an IPAC.

The Committee was understanding of the position of the delegation. They would also like to continue to work with them and others who use this land and its resources, the regulatory bodies tasked with managing this land, and its resources, and the residents of Gander to better understand the concerns and how they can be managed. The Committee recommends that the department continue to be engaged in the proposal of the delegation and to report back to Council on its progress.

Newfoundland Power – takeCHARGE Energy Savers Kit Program

The Committee would like to pass on to the residents of Gander, information about a joint program between Newfoundland Power and Newfoundland and Labrador Hydro which provides Energy Saver Kits to income-qualified customers. The kits include LED light bulbs, a high-performance shower head, a faucet aerator and more. Eligible customers can apply online at TakeChargeNL.ca/EnergySaversKit or by mailing a request directly to NL Power.

Spruce Court Phase 14

The Director brought forward a proposal for Spruce Court Phase 14 completion. The development permit for Spruce Court Phase 14 had a stipulation for total completion including deeding of lands and infrastructure to Council prior to the issuance of building permits. Through joint discussions with McCurdy Enterprises Limited and Town Staff, it is recommended that infrastructure, including walkways and a short section of curb and roadway leading into Spruce Court Phase 15, as better described in drawing number 22-1067, be completed next construction season. Permits will be issued for building lots not affected by that infrastructure upon the completion of all other conditions of the permit. The Committee agreed with the recommendation and suggested that the department work with the Town Clerk to amend the permit as required.

Motion #22-212

Spruce Court Phase 14

Moved by Councillor Handcock and seconded by Deputy Mayor Ford that the release of building permits relating to Phase 14 of Spruce Court Subdivision Development Permit Number 2021332 be approved subject to Securities Agreement be in place that is deemed adequate by town staff to secure all remaining construction and permit requirements.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Canadian Forces Housing Association – 127 Sullivan Avenue Entrance

The Committee received a request from the Manager of Housing Services Centre, Canadian Forces Housing Agency – Gander, to have town staff carry out maintenance on a laneway located on Town property leading to the back of the properties at 127 Sullivan Avenue. The Director advised the Committee that Council had previously provided correspondence to CFHA permitting them to upgrade the laneway, but it would be at their sole expense. The Committee recommends that previous correspondence be forwarded to the property manager indicating that Council’s position has not changed. It is also recommended that it be communicated that this parcel of land, along with other vacant lands throughout town, are currently being evaluated for future use.

Addition to Property – 35 Cotton Street

Correspondence was received from the property owner of 35 Cotton Street requesting Council’s permission to construct an extension to the front of that property extending 1.8 meters. The proposed extension does not meet the current Development Regulations.

The construction will be completed upon an existing concrete landing which formed part of the foundation of the of the original home. The house is situated in an older section of town which does not conform to the existing Design Standards for Streets and Subdivisions. Council is required to permit a non-conforming use that legally existed before the registration of the Municipal Plan and these Development Regulations. The Committee feels that this extension would be in keeping with the intent of the regulations and aesthetics of the neighborhood.

Motion #22-213

Addition to Property – 35 Cotton Street

Moved by Councillor Handcock and seconded by Deputy Mayor Ford that the owner of 35 Cotton Street be permitted to construct an addition to that property measuring approximately 4.5 square meters wholly contained on the existing foundation as a non-conforming use.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Purchase of Municipal Land for Future Development

The Committee reviewed a request from Shamrock Properties Inc. for Council’s consideration in selling approximately 1 Acre of land, as better described in drawing number 22-1074-2, to facilitate the construction of three row houses in the 2024 construction season with additional construction planned for the following year.

After discussion the Committee is recommending that this item be forwarded to the next regularly scheduled Committee of the whole meeting for review and consideration by all departments and Council.

Home Based Business – 38 Carling Crescent

The Committee reviewed a Home-Based Business application from a resident at 38 Carling Crescent. The applicant, *Twin Tail Grooming* is seeking Council's permission to operate a home-based business from that property.

It is noted that home occupation is permitted as a discretionary use for the zone in which this property is located. Discretionary use notices were advertised with no objections being received by the advertised deadline.

Motion #22-214

Home Based Business – 38 Carling Crescent

Moved by Councillor Handcock and seconded by Councillor Woodford that *Twin Tail Grooming* be permitted to operate a home-based business for animal grooming from 38 Carling Crescent.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Extension to Contract – Steele Community Centre Exterior Painting

A request was received from Mount Pearl Painting Limited requesting Council's consideration in extending the recently awarded contract for the painting of the Steele Community Centre. Due to deteriorating weather conditions and the requirement for minimum 7 degrees Celsius for paint warranty, they were forced to cease work at about 90 percent completion. If granted the extension, they are proposing to remobilize first thing in the spring of 2023 to complete the work. The Committee reviewed the request and feel it is reasonable and will have no negative impact on operations or the building structure, therefore recommends to Council that the extension be granted, provided any additional cost, if incurred, will be the responsibility of the contractor.

Motion #22-215

Extension to Contract – Steele Community Centre Exterior Painting

Moved by Councillor Handcock and seconded by Councillor Hoffe that Mount Pearl Painting Limited be granted an extension to the Steele Community Centre Exterior Painting Project until June 30th, 2023, provided all additional costs incurred outside the agreed amount within the contract are the responsibility of the contractor.

In Favour: 6 Opposing: 0

Decision: Motion carried.

112-138 Sullivan Avenue Proposal

The Director updated the Committee on the proposed development for the property of 112-138 Sullivan Avenue. He advised that staff are working to find ways to accommodate the proposed development with the current development regulations and if not deemed permissible, to make recommendations to Council for proposed changes that would permit this and other such developments in an efficient manner. A consultant has been engaged to help with this request and the department hopes to have something completed to facilitate construction early in the 2023 construction season.

Accessory Building Request – 337 Gander Bay Road

The owner of 337 Gander Bay Road is requesting the consideration of Council in permitting the standard 1M sideyard for a proposed accessory building to be constructed on that property. The existing accessory building regulations require side yards to be expanded as the building size increases to prevent projection unto neighboring properties. As the proposed structure exceeds the standard size, a larger than 1M sideyard is required however, after reviewing the proposal, the Committee feels that the land configuration and environmental reservation of 30M directly adjacent to the property will meet the intent of the regulation therefore, recommends the structure be permitted.

Motion #22-216

Accessory Building Request – 337 Gander Bay Road

Moved by Councillor Handcock and seconded by Councillor Pollett that the owner of 337 Gander Bay Road be permitted to construct an accessory building on that property measuring approximately 18M x 23M with a 1M sideyard at the boundary directly adjacent to the environmental reservation at the southern portion of that property.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Land Acquisition

The Committee discussed the need to identify and secure land within the municipality to facilitate growth in recreation, residential, commercial, industrial, and other types of land use to ensure expansion in these sectors will not be hindered by land availability.

The Committee recommends that the department undertake a land identification exercise and to work with current landowners including, provincial, federal, and private individuals to make acquisitions that may be required.

E. Governance & Legislative Services Committee:

The Governance & Legislative Services Committee report was presented by Deputy Mayor Ford.

The Governance & Legislative Services Committee was held on December 14, 2022. The meeting was chaired by B. Ford, Deputy Mayor. Other members present included: W. Hoffe, Councillor; G. Brown, Councillor; D. Chafe, CAO; B. Hefford, Town Clerk/Director of Governance & Legislative Services; K. Bull, Deputy Municipal Clerk.

The following items were discussed:

Silent Witness Memorial

The Committee is pleased to report that funding from the provincial and federal governments has been secured to hire a consultant to produce site plan drawing with design recommendations to include accessibility, landscaping, visitor amenities, lighting, and interpretive materials. The total project cost is \$22,367.00, with funding contributions as follows:

IET (Industry Energy Technology) Regional Development Program (RDF): \$5592.00, comprising 25%

ACOA (Atlantic Canada Opportunities Agency) Innovative Communities Fund (ICF): \$14,538.00, comprising 65% and

Town of Gander Client Contribution: \$2237.00, comprising 10%.

Motion #22-217

Silent Witness Memorial

Moved by Deputy Mayor Ford and seconded by Councillor Pollett that the Town of Gander accept funding in the amount of \$5592.00 from RDF and \$14,538.00 from ICF and will contribute \$2237.00 to the project.

In Favour: 6 Opposing: 0

Decision: Motion carried.

F. Corporate Services Committee:

The Corporate Services Committee report was presented by Councillor Hoffe.

The Corporate Services Committee meeting was held on December 14, 2022. The meeting was chaired by W. Hoffe, Councillor. Other members present included: T. Pollett, Councillor; P. Woodford, Councillor; G. Brown, Councillor; K. Hiscock, Director of Corporate Services; D. Chafe, CAO; B. Hefford, Town Clerk.

The following items were discussed:

Invoice for Approval

OPERATING

1. Avalon Coal Salt and Oil Ltd.		
00-000-0070-1405– Inventory		\$ 209,622
Budget: \$0	Spent to Date: \$ 0	
Total invoices for approval		\$ 209,622

The Director of Corporate Services advised that the invoice met the policies of the Town of Gander.

Motion #22-218

Invoice for Approval

Moved by Councillor Hoffe and seconded by Councillor Woodford that the invoice be paid as presented.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Municipal Assessment Agency – Update

Correspondence from the Municipal Assessment Agency on the Board of Directors meeting held in Gander on November 2nd was reviewed by the Committee.

Some of the items discussed were as follows:

- Stephen Wheeler joined the Agency as the Manager of Human Resources in September.
- The Town of Clarendville was the winner of the Agency’s prize draw held on November 3rd.

- The Agency's strategic plan was approved and will be reviewed each year to ensure goals and objectives are met.

and,

- The winners of the 2022 Clar Simmons Scholarship were announced. The Committee would like to congratulate the two winners and wish them all success in their future endeavors.

The Agency's final meeting of the year was held on December 1st in St. John's.

Property Tax Reduction

The Committee reviewed one application for residential property tax reduction that met Council's policy based on income criteria. The total amount requested to be adjusted is \$ 368.70.

Motion #22-219

Property Tax Reduction

Moved by Councillor Hoffe and seconded by Councillor Woodford that the property tax reduction be approved as attached.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Steele Community Centre Advertising Contract

The Corporate Services Committee reviewed the recommendation from the Community Service Committee to extend the advertising contract at the Steele Community Centre with the Gander Rotary Club Cobb's Pond Foundation Inc. for an additional year.

The current contract is due to expire January 16, 2023, and is requested to be extended to January 16, 2024, with the same revenue sharing agreement. The Committee agreed to extend the contract but would like Management to look at options to develop an advertising strategy.

Motion #22-220

Steele Community Centre Advertising Contract

Moved by Councillor Hoffe and seconded by Councillor Handcock to extend the current advertising contract with the Gander Rotary Club Cobb's Pond Foundation Inc to January 16, 2024.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Open Call for Bid # OC 22-10 Sale of One (1) Used 1994 Volvo Series Fire Truck

The Corporate Services Committee was presented with the results of the open call for bid for the sale of one (1) 1994 Volvo FL-5 EF Series Fire Truck. Unfortunately, there were no bids received.

The Committee was concerned with the lack of bids and discussed going to open call for bids again but at a lower minimum bid of \$10,000. Another option discussed was to have the Procurement Officer contact the Auctioneer company in St. John's to determine if it is feasible to have the fire truck auctioned.

This item is referred to the Corporate Services Department for follow-up and action in the new year.

Motion #22-221

Open Call for Bid # OC 22-10 Sale of One (1) Used 1994 Volvo Series Fire Truck

Moved by Councillor Hoffe and seconded by Councillor Pollett open call for bid # OC22-10 be cancelled due to no bids being received.

In Favour: 6 Opposing: 0

Decision: Motion carried.

G. Committee of the Whole:

The Committee of the Whole report was presented by Deputy Mayor Ford.

The Committee of the Whole meeting was held on December 15, 2022. The meeting was chaired by P. Farwell, Mayor. Other members present included: B. Ford, Deputy Mayor; G. Brown, Councillor; W. Hoffe, Councillor; T. Pollett, Councillor; S. Handcock, Councillor; D. Chafe, Councillor; B. Hefford, Town Clerk; K. Bull, Deputy Municipal Clerk; J. Blackwood, Director of Planning and Development; N. Newell, Director of Community Services; K. Hiscock, Director of Corporate Services.

The following items were discussed:

Chamber of Commerce

Representatives from the Chamber of Commerce met with Council to discuss items of interest to both parties.

Council and the Chamber are equally concerned about the lack of available housing in Town, specifically affordable houses and rental units. Both groups are committed to exploring ways to find solutions that ensure growth and prosperity maintains its momentum.

The business community has expressed disappointment about the lack of flights in and out of Gander. The mining industry is continuing to grow, and with that growth there is an increased need for flights to and from Canadian and international destinations. The lack of availability makes planning difficult and travel increasingly expensive. In addition to business travel, the increased travel that will result from tourism initiatives such as, Come From Away in 2023, causes concern about limited capacity. The Chamber and Council have agreed to form a working group, including airport representatives and hopefully find solutions.

Brad Eisan congratulated Council on delivering their largest budget in history. The Chamber is pleased with the Council's financial outlook and the community growth in 2022.

Council reiterated their message that Economic Development is a priority and is committed to working with the Chamber to grow the economy.

2023 Meeting Schedule

The Committee reviewed the proposed meeting schedule for 2023 as attached. Council will remain on a four-week cycle, with the first Regular Meeting of Council scheduled for January 18, 2023.

Motion #22-222

2023 Meeting Schedule

Moved by Deputy Mayor Ford and seconded by Councillor Pollett that the 2023 meeting schedule be adopted as attached.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Collective Agreement

In October 2022, the Town reached an agreement with its unionized workforce, represented by Unifor. The new Collective Agreement covers the period of May 2022 to May 2026. The contract includes a wage increase of 7.5% over four years, and additional 0.5% increase to pension and a \$1000 signing bonus. Minor adjustments in rates and allowances are also included. As part of the Agreement, the Town will pay out remaining severance to staff and eliminate the benefit going forward.

Unifor 597 represents a total of 51 members of the Town of Gander’s staff including Municipal Works and Community Services staff. The Collective Agreement was previously approved by Council but requires a motion for approval.

Motion #22-223 Collective Agreement

Moved by Deputy Mayor Ford and seconded by Councillor Pollett that the Collective Agreement be adopted as attached.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Municipal Enforcement Officer (MEO) Honorariums

The Committee reviewed the Honorarium Policy that is currently in place for Gander Fire Rescue and MEOs. The policy will be updated in 2023. The details on how MEO’s fit into the policy is ambiguous and required approval of Council to ensure clear direction.

Motion #22-224 Municipal Enforcement Officer (MEO) Honorariums

Moved by Deputy Mayor Ford and seconded by Councillor Handcock that Council deviate from the existing policy and issue pro-rated honorariums to both MEOs for 2022.

In Favour: 4 Opposing: 2 – Mayor Farwell and Councillor Woodford

Opposition to the vote was because it was felt that the policy should be followed. Should changes to the Policy be warranted then, the amendment should be proposed, and the payment deferred until such time.

Decision: Motion carried.

H. Other Reports:
None

7. ADMINISTRATION
None

8. CORRESPONDENCE
None

9. NEW BUSINESS

Mayor Farwell wanted to wish the residents, staff and fellow Councillors a Merry Christmas and Happy New Year. He also wanted to acknowledge those who may be celebrating the holidays season with different customs and beliefs.

10. ADJOURNMENT

Motion #22-225
Adjournment

There being no further business, it was moved by Deputy Mayor Ford and seconded by Councillor Woodford that the meeting be adjourned.

In Favour: 6 Opposing: 0

Decision: Motion carried.

The meeting adjourned at 5:26 p.m.

P. Farwell, Mayor

B. Hefford, Town Clerk

TOWN COUNCIL OF GANDER

2023 Meeting Schedule

Regular Meeting of Council

Every 4th Wednesday commencing January 18, 2023 @ 4:00pm

Committee of the Whole

Every 2nd Thursday commencing January 12, 2023 @ 1pm

Every 2nd Tuesday commencing January 24, 2023 @ 3pm

Community Services

Every 4th Tuesday commencing January 31, 2023 @ 11am

January meeting will be held on Wednesday, January 4 @ 9am

Municipal Works and Services

Every 4th Wednesday commencing January 4, 2023 @ 11am

Public Safety and Protective Services

Every 4th Thursday commencing January 5, 2023 @ 11am

Planning and Development

Every 4th Tuesday commencing January 10, 2023 @ 11am

Governance and Legislative Services

Every 4th Wednesday commencing January 11, 2023 @ 9am

Corporate Services

Every 4th Wednesday commencing January 11, 2023 @ 11am

Planning Priorities and Communications

Call of the Mayor

COLLECTIVE AGREEMENT

BETWEEN

**THE TOWN COUNCIL
OF THE TOWN OF GANDER**
(Hereinafter called "The Employer")
Party of the First Part

AND

**UNIFOR
LOCAL 597**
(Hereinafter called "The Union")
Party of the Second Part

Effective May 16, 2022 to May 15, 2026

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ARTICLE 1 - PREAMBLE

1.01 Introduction

Whereas in an Agreement executed the 1st day of December 1967, the Council accepted the Union as the Bargaining Agent of its employees; And whereas the Union has established to the satisfaction of the Employer that the majority of the employees of the Employer in the Bargaining Unit, hereinafter specified, have become members of the Union, and that it is therefore entitled to represent the employees in the hereinafter described or specified Bargaining Unit as this Collective Bargaining Agent, now agree together as follows:

1.02 Purpose

The general purpose of this Agreement is to establish a mutually satisfactory relationship between the Employer and its employees and to provide a mechanism for the disposition of Grievances and to establish satisfactory working conditions, hours of work and wages for all employees who are subjected to the provisions of this Agreement.

1.03 Number Neutrality

In this Agreement the singular may be deemed to mean the plural and the plural may be deemed to mean the singular, but only as the context may require.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 Bargaining Unit

The word employees shall mean the employees of the Employer normally engaged in Maintenance and Capital Works of the Employer.

2.02 No Other Agreement

The Employer shall acknowledge UNIFOR Local 597 as the sole Bargaining Agent for all its employees except: the Chief Administrative Officer, Town Clerk/Director of Legislative Services, Director of Planning and Development, Director of Municipal Works, Director of Corporate Services, Director of Community Services, Director of Protective Services/Fire Chief, Manager of Human Resources, Manager of Information Technology, Manager of Technical Services, Manager of Accounting, Manager Strategic Initiatives, Supervisor of Public Works, Supervisor of Water and Sewer, Supervisor of Infrastructure and Planning, Facilities Supervisor, Fire Inspector, Foreperson of Public Work, Foreperson of Community Services, Deputy Municipal Clerk, Communications Officer, Firefighters, Dispatchers, Special Events Coordinator, Community Event Coordinator, Administrative Coordinator, IT Support Specialist, Administrative Assistant, Executive Administrative Assistant, Special Events Planners, Buyer, Procurement Officer, Accounts Payable Clerk, Payroll Clerk, Accounts Receivable Clerk, Accounting Clerk, Cashiers/Receptionist, Senior Accounting Clerk, Engineering Clerk, Engineering Technician, Planning Technician, Building Inspector, Construction Inspector, Ticket Agent, GIS Technician, Development Officer, Tourism Officer, Crosswalk Guards and Municipal Enforcement Officer.

ARTICLE 3 - EMPLOYER'S RIGHTS

3.01 Employer's Rights

The Union recognizes that the Employer has the right:

- a) To maintain order, discipline, and efficiency.
- b) To hire, classify, direct, assign, promote, demote, transfer, discipline, suspend and discharge employees, for just and sufficient reason, and to increase/decrease working forces.
- c) Generally, to manage the Town and without restricting the generality of the foregoing, to determine the number and location of establishments, the methods and processes to be used, schedules of work, kind and location of machines, tools equipment to be used, selection, installation, and requirements in the operation of any equipment or material it decides to use or handle.
- d) To make, alter, and enforce reasonable rules and regulations to be observed by employees subject to the terms of this Agreement.
- e) The Employer shall give the Union proper notice of rules and regulations.

ARTICLE 4 - GENERAL CONDITIONS

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restraint, or coercion exercised or practiced by the Employer or any of its representatives with respect to any employee because of membership in the Union, race, colour, creed, sex, religion, age, sexual orientation and any and all matters covered by the Human Rights Code. Employees who are eligible to join the Union will not be discouraged.

The employer prohibits harassment and discrimination. Both the employer and employees are protected by and subject to the employer's Anti-Harassment and Respectful Workplace Policy - P050

4.02 Union Shall Not Impair Efficiency

The Union agrees that there will be no intimidation, interference, restraint, or coercion exercised or practiced upon employees of the Employer by any of its members, or representatives and there will be no solicitation of membership, collection of Union dues or other Union activities on the premises of the Employer during employees duties, or any other activities of the Union which might impair efficiency.

4.03 No Work Stoppages

It is mutually agreed that should grievances arise between the Employer and the Union or employees as to the meaning and application of any provision of this Agreement or as to the compliance of either party with any of the provisions of this Agreement, that during the life of this Agreement there shall be no strikes, walkouts, pickets, boycotts, stoppages of work, lockouts, or slowdowns. The settlement of any such grievance is to follow the procedure set out in Article 6 of this Agreement.

4.04 Meeting with Employer's Representatives

The Union and the Employer agree to establish a Labour Management Committee comprising of five (5) persons from the Union and five (5) from the Employer. The Committee shall meet every two months or as often as required. The Committee shall not alter or amend the terms or conditions of this Agreement, nor shall it supersede the grievance or arbitration procedure. Employees shall lose no pay while attending such meetings.

4.05 Posting of Notices

The Employer will permit the Union to post notices of Union activity in mutually satisfactory locations on the Employer's premises for the benefit of the Union or its members.

All such notices must be signed by the proper officer of the Union and shall be submitted to the Chief Administrative Officer or authorized representative for approval, which shall not be unreasonably withheld.

Copies of Council meetings, public meetings, resolutions which are not designated as privileged and all by-laws, rules and regulations adopted by Employer which alter or affect the working relationship with members of the Union will be forwarded to the secretary of the Union upon request.

4.06 Access to Premises

The President or one of the Union Executives and the Staff Representatives of the Union will be permitted to enter the premises of the Employer at any reasonable time on presentation of a card or letter of identification to the Chief Administrative Officer. The Union will agree that the visits of the Staff Representative shall not impair or hinder service or the work of the Employer's employees.

4.07 Suspension of Work

In the case of any legal suspension of work or work stoppage by the Union, the Union agrees to provide, for emergency purposes, a Heavy Equipment Operator at the Fire Hall, Hospital and Police Station to respond to emergency situations. The Union also agrees to provide qualified personnel to maintain water and sewer services.

4.08 Negotiating Committee

The Employer will acknowledge the right of the Union to appoint or elect a Negotiating Committee of not more than five (5) employees and a full-time Staff Representative of the Local and a District Representative of the Union, neither of whom shall be presently employed with the Employer.

4.09 Employees Outside the Bargaining Unit

Employees outside the Bargaining Unit shall not perform the work of Bargaining Unit members, except in the case of instruction or emergency or when regular employees are not available, and it does not reduce the regular hours of work or pay of any employee. For the purposes of this article an emergency is to be defined as an event or incident posing an immediate threat of personal injury or property damage or at any time that Council has activated the Emergency Operations Centre.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 Requirement to Pay Union Dues

The parties hereto mutually agree that all employees of the Employer in the Bargaining Unit, shall, become a member of the Union and, through authorization be required to pay to the Union through payroll deduction a sum equal to the monthly Union dues. These clauses shall be a condition of continued employment with the Employer.

5.02 Deductions

Upon the date of hire and the completion of a union membership application, the Employer will deduct from the employee's pay on every payday the dues, charges and assessments or other monies payable by the employee to the Union, and these funds shall be transmitted, together with the names of the employees and the amount deducted, by the Employer to the Union without undue delay.

5.03 Reporting of Union Dues

The Employer shall report the annual amount of Union dues deducted from each employee on the employee's Income Tax T-4 slip.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Definition of Grievance

A Grievance means a dispute arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement.

6.02 Recognition of Union Stewards

The Employer will acknowledge the right of the Union to appoint or elect three (3) Stewards to assist employees in presenting their Grievances to the proper authorities, when such matters are properly the subject of such Stewards. The Union will advise the Employer of the names of the Stewards and any changes thereafter and the divisions (Recreation, Public Works, and Water/Sewer) which each one is to represent.

6.03 Recognition of Grievance Committee

The Employer acknowledges the right of the Union to appoint or elect a Grievance Committee of three (3) employees who are members of the Bargaining Unit. The names of the Grievance Committee shall be forwarded to the Chief Administrative Officer in writing and any changes thereto.

6.04 Permission to Leave Work

The Union has acknowledged that Stewards, members of committees and Union Officers, have regular duties to perform on behalf of the Employer and that such persons will not leave their duties without first obtaining permission of their supervisor, or the Department Head and will give any reasonable explanation which may be requested with respect to their absence.

The Union also has agreed that Stewards and other committee members or Officers of the Union will not absent themselves from their regular duties unreasonably, without their Supervisor's permission, in order to deal with any Grievances of an employee, or with other Union business and that in accordance with this understanding the Employer will compensate such employees for the time spent in negotiating with the Employer, in handling Grievances

of employees and attending meetings associated with Grievances at their regular rate of pay. This does not apply to time spend on such matters outside regular working hours.

6.05 No Grievance

It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible, and it will be generally understood that an employee has no Grievance until he/she has first given his/her Supervisor an opportunity to adjust his/her complaint.

6.06 May be Accompanied by Steward

If employees wish to discuss any complaint or question with the Employer, the matter shall be taken up with their Supervisor and be accompanied by their Steward if they request such assistance.

6.07 Policy Grievance

Where a dispute arises involving a question or interpretation of this Agreement that affects all of the members of the Bargaining Unit, the Union may initiate a Grievance and the parties may mutually agree to bypass Steps 1 and 2 of Article 6.08. Policy Grievances must be filed within seven (7) days from date in which the Union became aware of the situation.

6.08 Settling of Grievance

If complaints or questions are not settled to the satisfaction of the employee within twenty-four (24) hours or within any longer period, which may be mutually agreed upon at the time, the following steps of the grievance procedure may be invoked in order. If the employee or Union chooses to file a Grievance, it shall be filed no later than seven (7) working days from the date of the occurrence.

Step 1

The Steward shall:

- State the Grievance of the employee or employees in writing and submit it to the Executive Administrative Assistant no later than seven (7) working days from the date of the occurrence.
- After any necessary discussions, the Supervisor shall state the decision in writing with appropriate reason and deliver a response to Executive Administrative Assistant for distribution to the Department Head, Chief Administrative Officer, Human Resources Supervisor and the Steward within twenty-four (24) hours or a mutually agreed time.
- If a member of the Bargaining Unit is absent from work for a reason permitted by this Agreement or is incapacitated to such an extent that the employee is unable to file a Grievance within the timelines outlined in this Agreement, then the Union will be permitted to file a Grievance on behalf of the employee within seventy-two (72) hours of being notified of the disciplinary action.

Step 2

The Steward shall:

- Meet with the Union Grievance Committee to discuss Step 1 response
- If not resolved, will meet with the Department Head and the Supervisor concerned. Such meetings shall be held within seven (7) consecutive days, or any longer period which may be mutually agreed upon at the time.
- Management will provide a response within seven (7) working days

Step 3

If an agreement cannot be reached at Step 2, the Union Grievance Committee along with its Staff Representative may:

- Meet with the Chief Administrative Officer (or designate) and the appropriate personnel within 9 weeks.
- If the Grievance is not then settled to the satisfaction of both parties within a period of forty-eight (48) hours or within a period as may be mutually agreed upon at the time, then at the request of either part to this Agreement, mediation and/or Arbitration proceedings will be invoked.

ARTICLE 7 - ARBITRATION

7.01 Time Limit for Request

If arbitration is to be invoked, the request for arbitration must be made in writing within seven (7) working days after the Grievance has been dealt with in the manner mentioned above.

7.02 Arbitration

When a difference arises between the parties to or the persons bound by this Agreement or on whose behalf it has been entered into and where that difference arises out of the interpretation, application, administration or alleged violation of this Agreement and including any question as to whether a matter is arbitrable, one of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of the desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be Arbitrator by the party giving this notice. The party to whom notice is given shall, within five (5) days after receiving notice, indicate their agreement or disagreement with the choice of Arbitrator.

If the Arbitrator named cannot be agreed upon, the parties may select another Arbitrator that is mutually agreeable. A period of five (5) days shall be allowed in which to agree upon an Arbitrator. If no agreement can be reached, the Minister Responsible for Labour shall, on the request of either party, be asked to name an Arbitrator.

The time limits stated above may be extended by mutual agreement.

No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the Grievance.

7.03 Procedure

The Arbitrator named under this provision shall hear relevant evidence adduced relating to the difference or allegation and argument by the parties. The decision of the Arbitrator shall be final and binding on both parties.

The Arbitrator shall have the power to change or alter any decision handed down by the Employer in cases of discipline and discharge.

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter or amend this Agreement.

7.04 Expenses of Board

The expenses of the Arbitrator shall be borne equally by each party.

ARTICLE 8 - DISCIPLINE, SUSPENSION AND DISCHARGE

8.01 Procedure for Claim of Unjust Treatment

Any claim by employees that they have been unjustly suspended or discharged shall be treated as a Grievance if a written statement of such Grievance is lodged with the Employer within seven (7) consecutive days after the employee ceases to work with the Employer.

Such Grievance may be settled by confirming the Employer's action in dismissing the employee, or by re-instating the employee with full compensation for time lost or by any other arrangements which is just and equitable in the opinion of the conferring parties.

8.02 Right to Meet with Shop Steward

When an employee is to be dismissed or suspended such notice and reason shall be given to the employee in the presence of their Shop Steward or another employee of their choice if the Shop Steward is not available. The employee and Shop Steward may meet for a period of 30 minutes before the employee is to leave the Employer's premise.

8.03 Record of Discipline

Employees will be shown their record of discipline at reasonable intervals upon request. All reprimands will be deleted from an employee's record eighteen (18) months following the date it was given.

8.04 Discharged or Disciplined Employees

The Employer will provide in writing the reasons for which an employee has been disciplined or discharged within (5) five working days of such discipline or discharge.

8.05 Access to Personnel File

The Employer, upon the request from the employee, will provide access to the employee's personnel file to be reviewed in the presence of the Human Resources Supervisor or Town Clerk. Files cannot be removed from the building. At the request of the employee, the employee will be provided with a copy of the contents of their personal file excluding any information protected under the Privacy Act.

ARTICLE 9 - PROBATION AND SENIORITY

9.01 Probation for Newly Hired Employees

The Union will acknowledge the first three (3) months from date of hire to be a probationary period during which time the Employer will assess the probationer's general fitness for employment and in so doing the Employer may transfer employees from one job to another or terminate their service without being questioned or subject to question by the Union.

9.02 Seniority

All new employees will be considered on probation and may not be placed on the seniority list until having worked a total of three (3) months from the date of hire. Employees hired on

the same day shall have their seniority determined by the employee being hired the earliest. After completion of the probationary period, seniority should be effective from the original date of hire.

The principle of seniority is recognized in lay-offs, recalls, and granting vacation.

9.03 Seniority List

Seniority lists will be supplied to the Union two times per year however no later than April 30th and October 31st.

9.04 Separate Seniority List

Employees working in the Recreation and Community Services Department shall be governed by a separate seniority list within the meaning of this Agreement. The separate seniority list for the Recreation and Community Services Department shall be used for hiring, recall, lay-off and overtime purposes only.

9.05 Transfers Due to Disability

When by reason of physical infirmity or other disability employees become unfit to discharge the full duties of their occupation, they may be transferred to another classification but shall maintain their seniority.

Employees who have become incapacitated through illness or injury shall be employed in other work which they can do if such a position is available. Such employees shall not displace an employee with greater seniority.

9.06 Transfers

An employee who is assigned to a job as a result of a job posting shall have the right to return to his/her former position within a forty-five (45) working day period if the employee chooses not to stay in the position or in the event the Employer determines the employee is not suited for the position.

9.07 Accumulation

Seniority will accumulate if an employee is on Long Term Disability or Worker's Compensation.

9.08 Maternity, Adoption and Parental Leave Eligibility

The Employer agrees to maintain the Group Health and Dental Plan provided for under this Agreement when an employee is on maternity, paternity or adoption leave. The premiums for such coverage will be split 50/50 between the employee and the Employer.

Upon return from maternity, adoption or parental leave, an employee shall be placed in his/her former position or in a position of equal rank and salary.

Solely, for the purposes of calculating vacation, eligible employees on maternity or paternal leave shall be deemed to have had continuous employment with the town.

Maternity and Parental Leave

As per entitlement under NL Labour Standards Act

Adoption and Parental Leave

As per entitlement under NL Labour Standards Act

ARTICLE 10 - LAYOFFS AND RECALLS

10.01 Recall Procedure

The recalling of employees shall be by job classification and in reverse order to their layoff.

Employees on layoff, in the absence of proof of other full-time employment or other substantiated reason, shall make themselves available to work and as such, must ensure the employer has their current contact information while on layoff.

The Employer will attempt to make personal contact via phone, text, email or where reasonable, registered mail. Employees recalled for a temporary vacancy or to meet the staffing requirements of operations must respond within the allotted timeframe indicated in the message or they will be passed over. Employees passed over will be notified by email or where reasonable, registered mail.

Seasonal employees subject to recall for scheduled seasonal work shall be notified by email, at least two (2) weeks in advance, of their anticipated start date. The exact date will be confirmed by their immediate supervisor.

Employees failing to respond to a recall or claim unavailability must, within ten (10) calendar days, provide a legitimate and acceptable reason why they were not available for work. Failure to do so shall result in their being struck from the seniority list.

10.02 Retention of Seniority During Layoff

Employees who are laid off due to lack of work will be retained on the Employer's seniority list for a period of eighteen (18) months, after which they may be struck from, or retained on the seniority list with the consent of the Union which shall not be unreasonably withheld. The Employer shall notify the Union immediately of employees which they may wish to retain on the seniority list after the eighteen (18) month time period is up.

10.03 Preference in Other Departments

Employees who have been laid off through lack of work shall be given preference of employment when work, which they are capable of performing, is available in other departments.

10.04 Notice of Reduction in Work Force

When a reduction in work hours or workforce is planned or required by the Employer, the Employer will notify the Union not less than 21 calendar days before such reductions become effective. Employees impacted by the reductions will be notified no later than 14 calendar days before such reductions become effective but not before the Union has been notified.

10.05 Role of Seniority in Layoff

When it is necessary to reduce the workforce, seniority shall be the governing factor as long as it does not prevent the Employer from maintaining a workforce who are qualified and willing to do the work which is available.

10.06 No New Employees

No new employees shall be hired until those laid-off and on the seniority list, have been given an opportunity of recall provided those being recalled have the ability and qualifications to perform the work required.

Employees on layoff shall not have to reapply for their positions. Recall procedure will be according to Article 10.01.

10.07 Notice of Changes

The Union shall be notified via a copy of the notice to the Shop Steward of all appointments, hirings, lay-offs, transfers, recalls, and terminations of employment.

ARTICLE 11 - PROMOTION AND STAFF CHANGES

11.01 Job Postings

When a vacancy occurs or a new position is created, the Employer shall post notice of the position in the Employer's offices and/or locker rooms and/or bulletin boards and/or through an electronic medium such as internal website, email, or fax for a minimum of one week so that all members will know about the vacancy or new position. Prior to posting, the Employer agrees to provide the Shop Steward with an advance copy for their information.

11.02 Information in Postings

Such postings shall contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. Prior to posting, the Employer agrees to provide the Shop Steward with an advance copy for their information.

11.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) the principle of promotion within the service of the Employer; and
- 2) that job openings through staff changes, transfers or promotions within the Bargaining Unit, shall be based on skill, ability, disposition, efficiency and education in determining the successful applicant. All things being equal seniority will be the governing factor.

It is the desire of both parties that the applicant with the best overall qualifications be the successful applicant.

11.04 Retention of Seniority After Promotion

An employee promoted to a Supervisory position, not subject to this Agreement, shall retain Union seniority for a period of six (6) months after the date of the employee's promotion provided that the employee continues to pay union dues until the period covered by this section has expired.

11.05 Demotion or Return from Supervisory Position

Employees returning, for any reason, to their Bargaining Unit position outlined in Article 11.04, shall be entered on the seniority list at their previous Union seniority.

ARTICLE 12 - LEAVE

12.01 Educational and Professional Development Leave

The Employer may consider a leave of absence for employees for the purposes of educational upgrading or secondment to another Employer in which skills or knowledge can be transferred to the Employer's operation. This leave will be conditional on the Employer being able to find a suitable replacement. The maximum duration of a leave of absence is twelve (12) months. A written request for leave must be submitted at least forty-five (45) days prior to the commencement.

During a leave of absence, the employee accrues seniority and will remain on the seniority list for a maximum of twelve (12) months. As well, employees will no longer be eligible for participation in the Employer's Group Benefits or Group Registered Retirement Saving Plan.

12.02 Bereavement Leave

Death in the immediate family: the Employer shall grant each employee five (5) days approved paid leave with full pay, at the time of death of husband, wife, common-law spouse, son, or daughter, mother, father and three (3) days approved paid leave with full pay at the time of death of brother, sister, grandchild, mother-in-law, or father-in-law.

In addition, employees may be granted the necessary time off up to one (1) day with pay to attend funeral of the employee's grandmother, grandfather, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

At the discretion of the Chief Administrative Officer an additional two (2) days may be granted for travel required out of province.

12.03 Personal Responsibility Leave

An employee is entitled to a maximum of 40 hours Personal Responsibility Leave per calendar year and the amount of leave per each request will be determined by the severity of the event and the need of the employee.

•Severe Residential Property Damage

- Has occurred - up to forty (40) hours*
- Is imminent – up to eight (8) hours *

* Personal Leave is not available for repair or remediation of damage.

•Sickness of a Family Member

- Without a Doctor's Note – up to eight (8) hours per year
- With a Doctor's Note - up to forty (40) hours per year

•Birth or Adoption of a Child – up to eight (8) hours per birth/adoption

For employees working a modified/averaging schedule of up to 12 hours the employee will be eligible for up to 12 hours on one occasion, otherwise, they will be entitled to up to 8 hours per year.

Where proof can be established that return from vacation on the designated date is impossible, one day will be granted - provided all annual leave is exhausted. Until documentation is received vacation or available banked time will be used.

Family member will be defined for the purposes of this Agreement as Spouse, Child, Parent, Parent-in-law or dependent. A dependent is defined under the Town of Gander Group Benefits Plan.

12.04 Union Leave

There will be provided for one member designated by the Union the following paid educational leave:

Year 1 - 2 days

Year 2 - 2 days

Year 3 - 2 days

Requests must be submitted and approved by the Chief Administration Officer. Additional days will be invoiced to the union to include all wages and associated costs.

12.05 Union Elected or Appointed Positions

Employees will be given a leave of absence of up to three (3) years if employed, elected or appointed to the Union position of President and at the expiration of the leave, the employee will be returned to their former classification.

12.06 National Emergency

In the event of a war or a declared national emergency, employees who enlist in the regular forces of Canada and serves a term therein, who within ninety (90) days after discharge registers for employment rights under this Agreement, is to be deemed to have been in continuous service with the Employer during the time they were so engaged in the regular forces of Canada.

12.07 Compassionate Leave

The Employer will provide unpaid compassionate leave to an employee who qualifies under NL Labour Standards Act

12.08 Paid Education Leave

The Town of Gander will pay into a special fund, an amount of \$1,000 each year beginning in the second year of the agreement to provide for UNIFOR's Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by UNIFOR National Union effective from the date of ratification. Payments will be sent to:

UNIFOR Paid Education Leave Program

205 Placer Court

Toronto, ON M2H 3H9

The Union will submit to the Chief Administrative Officer for approval, a list of employees requesting PEL leave of absence. Employees on PEL leave of absence will continue to accrue seniority and service.

The union will be invoiced for all wages and associated costs.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 List of Statutory Holidays

All employees are to be given fourteen (14) statutory holidays per year with regular pay. The statutory holidays are as follows:

New Year's Day	St. Patrick's Day	St. George's Day	Christmas Day
Good Friday	Victoria Day	Discovery Day	Boxing Day
Memorial Day	Orangemen's Day	Gander Day	
Labour Day	Thanksgiving Day	Remembrance Day	

Statutory holidays shall be taken on the day designated by the Provincial Government as the day of observance.

The employee shall be entitled to payment provided that the employee is at work for the shift or their last working day preceding the holiday or is on approved paid leave.

13.02 Payment for Work on Statutory Holidays

Any employee, who has to work on any of these statutory holidays, will be paid at the rate of double time plus the regular pay. This also applies to those working a modified/averaging schedule.

13.03 Holiday Falls on a Saturday

When any of the holidays listed in Article 13.01 falls on a Saturday and is not proclaimed as being observed on some other day, then the following Monday shall be deemed to be the holiday.

13.04 Holiday Falls on a Sunday

When any of the holidays listed in Article 13.01 falls on a Sunday and is not proclaimed as being observed on some other day, then the following Monday or Tuesday, where Article 13.03 applies, shall be deemed to be the holiday.

13.05 Statutory Holidays for Facility Attendants

A statutory holiday will be observed on the day it occurs for employees assigned to work in the arena during ice operations.

For Christmas Day, Boxing Day, and New Year's Day when the department is closed the employee will be paid for the hours they would have normally been scheduled.

All other statutory holidays for employees on their scheduled day off, will have their statutory entitlement of eight (8) paid.

ARTICLE 14 - SICK LEAVE

14.01 Accumulation of Sick Leave

After forty-five (45) working days of employment with the Employer, each employee is to receive eight (8) hours of sick leave for each month of employment thereafter. Sick leave to accumulate to a maximum of 1,344 hours.

14.02 Uncertified Sick Leave

At the discretion of the Employer, employees will be allowed a total of five (5) days, forty (40) hours of uncertified sick leave per calendar year during the term of this Agreement. All other sick leave must be substantiated by a doctor's certificate.

14.03 Advancement of Sick Leave

When employees have exhausted all of their accrued sick leave, they shall be granted advancement up to 96 hours at the start of a new illness.

14.04 Reinstatement After Sick Leave

In the event that any employees are unable to work, due to sickness or injury, they shall be re-instated at such time they are able to return to their regular duties or accommodated as per the duty to accommodate legislation.

14.05 Doctor's Certificate Required

Employees taking sick leave of three (3) consecutive days or more shall be required to produce a Doctor's Certificate upon return to work.

ARTICLE 15 - VACATION

15.01 Earning of Vacation

After nine (9) weeks of employment, the employee will be advanced the number of vacation days that are anticipated to be earned based on the compensated regular hours from the date of hire to the end of the calendar year. In subsequent years, the Employer will advance the number of vacation hours that are anticipated to be earned based on the compensated regular hours for that year and vacation will be earned at the rate of:

Effective January 1, 2016

- Less than 1 year– 0.83 days per month (10 days)
- 1-7 full years of service – 1.25 days per month (15 days)
- After 7 full years of – 1.67 days per month (20 days)
- After 15 full years of service – 2.08 days per month (25 days)
- After 25 full years of service – 2.50 days per month (30 days)

Seasonal

Permanent seasonal or term employees will have vacation paid out as a percentage each pay day based on the years of service with the town as indicated below:

- Less than 1 year - 4%
- 1-7 years - 6%
- 7-15 years - 8%
- 15-25 years - 10%
- 25+ years - 12%

In the event that the employee has worked 6 months and is anticipated to continue working, the employee will begin to accrue vacation thereafter rather than receiving payment each pay. Approval of any vacation will be at the discretion of the Supervisor and subject to a mutually agreed schedule.

This does not apply to reoccurring seasonal positions of twenty-five (25) weeks or less. Should there be a break in service the employee must re-qualify.

All employees

The employee will reimburse the Employer for any vacation that has been advanced and not earned upon termination.

Termination is defined as resignation, retirement, firing, permanent Long-term Disability or permanent workers compensation.

15.02 Statutory Holiday While on Vacation

If a statutory holiday falls on a day during which the employee is on vacation, they will be entitled to either (a) an extra day's pay in lieu of the statutory holiday or (b) an extra day added to their vacation.

15.03 Summer Vacation Periods

Summer vacation periods will be defined as June, July and August inclusive.

During summer vacation period the following shall apply:

Employees qualified for more than two (2) weeks' vacation and who elect to take their vacation during the summer vacation period will be restricted to two (2) weeks' vacation during the recognized summer vacation period. An employee may be permitted to take three (3) weeks' vacation if vacationing out of the province.

Vacations will be granted based upon seniority.

15.04 Carry-Over of Vacation

Employees are permitted to carry forward one full year of vacation credits.

15.05 Posting of Vacation Schedule

The Employer will post the vacation schedule on or before April 30th of that vacation year and there shall be no changes thereafter.

15.06 Call Back From Vacation

Employees called back to work during vacation shall have their remaining scheduled vacation time rescheduled plus a time allowance for reasonable travel time. The employee shall also be paid for any additional expenses caused by virtue of such recall.

15.07 Approved Leave During Vacation

Where employees qualify for sick leave requiring hospitalization, bereavement leave or any other approved leave during their vacation period, there shall be no deductions from their vacation credits. The period of vacation so displaced shall be added to their vacation at a later date.

15.08 Vacation Overtime Rate

Should employees be required to work their scheduled vacation, they shall be paid one- and one-half times their regular rate of pay and no loss of vacation for each day worked, except if the employee and Employer mutually agree to change the vacation period.

15.09 Payment Option on Lay-Off

Employees who are laid off for less than three (3) months shall have the option for being paid for vacation or leaving their vacation to be taken at a later date.

ARTICLE 16 - HOURS OF WORK

16.01 Hours of Work Defined

Except as hereafter specified in this Article, the hours of work for employees covered by this Agreement, shall be forty (40) hours per week from Monday to Friday.

- One workday shall be eight (8) hours, from 7:30 a.m. to 12:00 noon, and from 12:45 p.m. to 4:00 p.m.
- A paid rest period of fifteen (15) consecutive minutes will only be provided in the first half of the shift.

16.02 Exceptions to Hours of Work

Article 16.01 will not apply to employees working in the following areas:

Snow clearing

For employees working on snow clearing any time worked in excess of eight (8) hours in any twenty-four (24) hour period, shall be paid for at overtime rates. After twelve (12) hours continuous work, Heavy Equipment Operators must be given a twelve (12) hour rest period.

Water and Sewer Employees

The Employer will arrange shifts so that the employees will have four (4) shifts off in a biweekly period and the shifts off will be scheduled so that there must be a minimum of two (2) consecutive shifts off. The Employer will not change the current shift pattern of ten (10) on and four (4) off with the first day of the ten (10) being a Monday for an employee scheduled to work a weekend shift.

Facility Operators/Attendants

The hours of work shall be:

- "Ice only 8 and 12hour shifts"
- "Other 12-hour shifts may be scheduled at any time with mutual consent of both parties"

The shift rotation shall be such that when averaged over a period of time, up to a maximum of four (4) weeks, the total regular hours worked will equal one hundred and sixty (160) hours.

The employee will be paid 40 hours per week. Schedules will be provided three (3) months in advance. Subsequent quarterly schedules will be posted one month prior to the start date of that schedule.

A minimum of eight (8) hours rest will be given between shifts. Any changes to schedules will be posted at least forty-eight (48) hours in advance.

Mechanics

Mechanics will be scheduled on a rotating basis during the winter months to work a shift from 11:30pm to 7:30am.

Street Painters

Street Painters may be scheduled to work a shift starting at 5:00 am.

Janitor/Maintenance Person:

The Janitor/Maintenance Person may be scheduled to work a shift of 12:00pm to 9:00pm with a one-hour lunch break.

Any employee, by mutual consent with the Supervisor, may work outside the regular hours of work.

ARTICLE 17 - WAGES

17.01 Rates of Pay

See Schedule "A".

17.02 Transfer to Higher Classification

When an employee is transferred on a temporary basis to a higher classification, the employee shall, after two (2) consecutive hours working at the higher job classification, receive the full rate of pay for this higher classification to which the employee is transferred. The higher rate is to be applicable from the first hour, or each period the employee works in the higher class, until the employee reverts to the former classification, as determined by the Supervisor.

Employees temporary transferred by the Employer to another position of lower pay shall retain their regular rate of pay.

ARTICLE 18 - OVERTIME

18.01 Overtime Defined

Any time worked other than the scheduled hours will be considered as overtime, and to be paid for at the rate of time and one-half of the employee's regular rate of pay. This regulation will not apply to statutory holidays.

Overtime worked before and after the regular daily hours shall be paid for at the rate of time and one half for the first four (4) hours and double time for all hours thereafter in any one day or shift.

In weeks in which a statutory holiday occurs, overtime will be paid after thirty-two (32) hours have been worked. This does not apply to those working a modified/averaging work schedule.

18.02 Fraction of Hours

Employee's overtime shall be paid on the following basis: - Ten (10) minutes to thirty (30) minutes - one half hour at overtime rates. Thirty-one (31) minutes to one (1) hour - one (1) hour at overtime rates.

18.03 Allocation of Overtime

Where practical, the Employer agrees to allot and distribute overtime and call-ins on an equitable basis to available and qualified employees. Statutory holiday overtime will be allotted separate from other overtime and distributed evenly among available qualified employees.

18.04 Stand-by Duty

Employees on stand-by duty between 4:00 pm and 7:30 am on any day shall be compensated at the rate of \$52 per fifteen and half (15 1/2) hour shift plus their overtime pay, if called out during the aforementioned period.

18.05 Call Out

An employee who is called out to work outside his regular hours shall be paid at the regular overtime rate or four (4) hours straight time, whichever is the greater. Up to two (2) call outs within the first two (2) hours will be considered one call out. This shall not apply to lunch periods.

Should a Grievance be filed under this section, both parties agree that it will be resolved on a non-prejudice basis through binding mediation.

18.06 Work on Sunday

Employees called to work on Sunday shall be paid at the rate of double their regular rate of pay.

18.07 Maximum Overtime Banked

Overtime hours worked by permanent full-time employees may be banked at the applicable overtime rates, in lieu of pay, to a maximum eighty (80) hours per year. Employees may carry forward forty-eight (48) hours. The maximum of 80 hours includes any carry over.

Seasonal employees may bank up to a maximum of forty (40) hours per year. At the end of their seasonal employment, employees may carry over 16 hours. The maximum of 40 hours includes any carry over.

ARTICLE 19 - SAFETY AND HEALTH

19.01 Full Co-Operation

The Union agrees to co-operate with the Employer to the fullest extent towards the development and implementation of safety codes and procedures to cover employees while at work.

19.02 Protective Clothing

Due to the nature of the Employer's work, employees are required to perform work in a variety of working conditions, requiring specific clothing for identification, protection, and safety. Employees are exposed to the weather elements, traffic, and other environmental factors which require protective clothing to be worn.

The Employer aims to portray a professional image through its workforce, making it desirable to provide distinctive apparel to readily identify employees who have contact with the public

and/or who are performing tasks which by their nature dictate that the employee be recognized as a Town employee.

To ensure proper identification and protection in the workplace, employees are required to wear a standardized orange uniform as well as carry and display a Town of Gander ID at all times. Site specific exceptions to this requirement may be made in consultation with the employee's immediate supervisor. Each employee will be required to wear:

Protective Equipment must be worn accordance with Safety Standards, Procedures, and Legislation including the following:

1. Protective Hard Hat
2. Protective Footwear
3. Protective clothing with Integrated Safety Stripping
4. Protective Hearing Devices
5. Protective Gloves
6. Protective Goggles/Masks

Upper body garment with protective stripping (ANSI / ISEA 107 Standard) consisting of one of the following approved items:

1. Work Shirt
2. T-Shirt
3. Coveralls (Winter/Summer)
4. 3-in-1 Jacket
5. Safety Vest (only on a temporary basis until clothing order arrives)
6. Rain Jacket

Lower body garment with protective stripping (ANSI / ISEA 107 Standard) consisting of one of the following approved items:

1. Work Pants
2. Coveralls (Winter/Summer)
3. Bibbed Overall Pants
4. Rain Pants

Footwear shall consist of one of the following approved items in accordance with Canadian Standards Association (CSA) Protective Footwear Standard # Z195-02:

1. Leather Work Boots
2. Waterproof (Rubber) Boots
3. Winter Boots
4. Insulated Waterproof (Rubber) Boots

Head Garments if worn shall consist of the following:

1. CSA Approved Hard Hat (see PS008- with or without insulated liner)

Specific positions duties may require specialized clothing in addition to the Standard Uniform described above, as follows:

Mechanics / Welders

1. Fire Retardant Outerwear meeting NFPA 2112 Category 2 Standards
2. Welding Gloves

Acquisition and Maintenance Schedule:

The Employer will provide a clothing allowance to each employee as follows:

- The annual allowance for full time employees will be paid in its entirety on or before May 1st of each year.
- The annual allowance for seasonal employees will be paid fully on a prorated basis upon seasonal recall

This allowance is solely for the purpose of purchasing protective clothing as required for their position. The allowance shall be as follows:

Position	HEO	Facility Attendants, Maintenance	Water/Sewer	Mechanic Carpenters
New Uniform	\$1250	\$1250	\$1500	\$1500
Annual Uniform Maintenance	\$600	\$600	\$705	\$705
Annual Professional Cleaning/Repairs/Alterations	\$25	\$25	\$25	\$25

*All Heavy Equipment Operators, Water and Sewer staff, Mechanics and Carpenters will receive an additional \$250 annual clothing allowance.

Additional Guidelines

1. Seasonal employees will be provided with a onetime New Uniform Credit in the full amount. Annual amounts will be awarded prorated based on the actual weeks worked.
2. Temporary employees will be supplied with a prorated allotment. Protective clothing shall be supplied in a sufficient amount regardless of the tenure of the employee.
3. Employees are responsible for lost items.
4. Should an employee leave the organization before the end of the year the employee must repay the allowance on a prorated basis.
5. Prescription Safety Glasses – effective Year 3 reimbursement up to \$100 every two (2) years with receipt for "Prescription Safety Glasses"

Upon proof of irreparable damage to safety clothing, which has been determined to have been at no fault of the employee, the employee will be reimbursed for the replacement of the damaged clothing of equal value and quality. The receipt must be submitted to the supervisor for reimbursement.

The Employees covered under this policy shall

1. Demonstrate a professional image and appearance by adhering to the provisions set forth in the Protective Clothing Policy.
2. Use judgment and discretion when selecting an article of clothing required under the Protective Clothing Policy.
3. Maintain the Employer issued clothes in a suitable condition, free of unreasonable wear, tears, stains, or other damage, which undermines the professional image

required in the public. It is understood that the nature of the work often dictates that a certain level of wear is normal and acceptable.

4. Clothing items must be approved by your immediate Supervisor prior to removal of tags.

19.03 First Aid Kits

First aid kits will be supplied in town vehicles by the Employer.

19.04 Medical Examination

Any medical examination requested of employees, by the Employer, shall be promptly complied with by the employees, provided, however, the Employer shall pay for such medical examinations when MCP does not cover the cost of such medical examinations.

When the Employer requires an employee to take a medical examination during normal working hours, the employee shall be paid for the time involved at the regular rate.

19.05 No Riders in Town Equipment

No employee shall be permitted to allow anyone, other than employees of the Town of Gander, who are on duty, to ride in the assigned equipment, except by written authorization of the Employer.

19.06 Worker's Compensation Protection

All employees shall be covered by the Worker's Compensation Act and no employee shall be terminated as a result of a compensable injury.

**19.07 Health and Safety Committee
Joint Health and Safety Committee**

- (a) An Occupational Health and Safety Committee shall be established and maintained under the guidelines outlined in the Provincial Occupational Health & Safety Regulations and administered by Workplace Health & Safety Compensation Commission.
- (b) The Committee shall be comprised of Union, Non-Union and Management along with the Town's OH&S Advisor as a non-voting member. The Committee structure shall be maintained in accordance with all applicable Legislation.
- (c) The Committee shall have two co-chairs one of which shall be a Union member.
- (d) Without limiting the generality of the foregoing, the Committee shall:
 - i. Hold meetings at least once every three months or as required for the review of:
 1. reports of current accidents and occupation diseases, their causes and means of prevention;
 2. remedial action taken or required by the reports of investigations or inspections;
 3. any other matters pertaining to health and safety.
 - ii. Record the Minutes of the meetings which shall be signed by the co-chairs, distributed to the Committee members, posted on the bulletin boards and sent to the local union.

- iii. Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.

1. Right to Accompany Inspectors

The Union co-chairperson or designate shall be allowed to accompany government inspectors on an inspection tour of the Employer's facilities.

2. Injured Workers Provisions:

An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at his/her regular rate of pay.

19.08 Excavation Work

When employees are engaged in excavation work the Operator of the excavator, backhoe, or other excavation equipment, which is directly engaged in the excavation, shall remain at the controls of the vehicle at all times while another employee is in the excavation. All other employees including Operators at the site are available for all other work required for the excavation. One employee is to be on the ground to maintain visual contact at all times while an employee(s) are in any excavation or trenching process. Excavation is defined as any situation where confined space or trenching regulations apply.

ARTICLE 20 - CONTRACTING OUT

20.01 Contracting Out

The Union recognizes the responsibility and duty of the Employer to arrange for the performance of public services as efficiently and economically as possible. However, notwithstanding the foregoing, the Employer will not contract out any work or services which will result in layoff of employees on the Employer's payroll.

ARTICLE 21 - JOB DESCRIPTIONS AND CLASSIFICATIONS

21.01 Job Descriptions

The Employer will write job descriptions for each of the pay categories as described in the wage classification article. These job descriptions will be written beginning with the highest wage classification and ending with the lowest wage classification. The Union will be supplied with job descriptions by November 30, 2022.

21.02 Classification Guidelines

See Schedule "B".

ARTICLE 22 - TRAINING

22.01 Training of Heavy Equipment and Water/Sewer Operators

When additional Heavy Equipment Operators and Water/Sewer Plant Operators are required, qualified employees not currently holding a Heavy Equipment or Water/Sewer Operator position, according to seniority, wishing to upgrade themselves will be given first opportunity through on-the-job training and shall receive \$.20 per hour less than that position.

Supervised training by a qualified Operator or Foreperson may be conducted on any municipal project. However, an employee may be left on town property, on an unsupervised basis, to develop operating techniques.

The employee being trained shall qualify for the new position upon the recommendation of the Training Operator and the Supervisor of Municipal Works with final approval being given by the Department Head.

If after a trial period for upgrading, an employee fails to meet the standards of the job, the employee shall revert to his/her previous classification and pay.

22.02 Operators/Post-Secondary Training

After May 15th, 1996, all persons applying to be considered as Heavy Equipment Operators and Water/Sewer Plant Operators must possess an approved course in their related fields from a recognized post-secondary institution.

This Article only applies to all employees hired after May 15th, 1996. All employees whose seniority commenced prior to May 15th, 1996 will be covered by Article 22.01 when applying for openings as Heavy Equipment Operator or Water/Sewer Plant Operators.

ARTICLE 23 - SPECIAL BENEFITS

23.01 Advance on WHSCC or Long-Term Disability Benefits

It is understood that the Employer will advance payments to the employee where it is shown that the employee is eligible for Workers Compensation benefits or Long-Term Disability until the Insurance provider is able to make payment directly to the employee.

At the request of the employee and the discretion of the Chief Administrative Officer, monies may be advanced to the employee. The Employer will recoup its payment directly from the Workplace Health and Safety Compensation Commission or the Benefits Plan concerned.

In the event that the employee receives payment from both the Employer and the WHSCC for the same period, the Employer may recover the amount from any benefits owed to the worker.

23.02 Group Registered Retirement Savings Plan (GRRSP)

For the purpose of this Agreement, the Employer agrees to maintain a GRRSP for its employees with contributions to the plan to be as follows:

- (a) The Employer will contribute 7.0% of the employee's gross wages to the GRRSP.
- (b) The employee will contribute 7.0% of his/her gross wages to the GRRSP.

Gross wages are defined as all wages except overtime and premiums.

All permanent employees are eligible to enroll in the GRRSP after completing 3 months of employment.

Pensionable eligible employees are permitted to make voluntary contributions to the GRRSP through regular bi-weekly deductions and/or lump sum payments.

23.03 Group Benefits Plan

- (a) All permanent full-time employees of the Town of Gander are required to participate in the Town's Group Benefit Plan upon hire. Benefits include: Health; Dental; Long Term Disability; Accidental Death and Dismemberment; Life and Dependent Life.

The premiums for the above coverage will be cost shared 50/50 between the employee and Employer. Rules, regulations and coverage are as per the Group Plan Providers agreement.

- (b) All permanent seasonal employees of the Town of Gander are required to participate in the Town's Group Benefit Plan upon hire. Benefits include Health; Dental; Accidental Death and Dismemberment; Life (\$50,000) and Dependent Life.

The premiums for the above coverage will be cost shared 50/50 between the employee and Employer while employed. The employee to pay 100% of premiums via preauthorized payment plan when on layoff. Rules, regulations, and coverage are as per the Group Plan Providers agreement.

For all employees:

- should the employee be off on unpaid sick leave, workers compensation, LTD or other approved leave; the employee will be responsible for 100% of the premium cost.

23.04 Severance Pay

At the date of ratification, the accrual of severance pay for eligible employees will cease.

An eligible employee is a current employee hired on or before May 15, 2015, who has not already been paid out their severance benefit.

The employer will pay an eligible employee severance pay equal to the amount obtained by multiplying the number of actual weeks worked, divided by fifty-two (52) weeks per year by his/her weekly salary as of ratification date, to a maximum of twenty-five (25) weeks' pay.

The eligible employee may have their severance entitlement held by the Town at its value as of the ratification date and paid out at a future date. The funds may be withdrawn in whole or in part once per calendar year until May 15, 2026.

In the event of the death of an employee who would normally be eligible for severance pay, the severance pay owing at the time of death will be paid to the estate of the employee.

23.05 Meal Allowance

Bargaining Unit employees required to travel out of town on Employer's work shall be given a meal allowance as per the Employer's policy on meal allowances.

During the term of this Agreement, the Employer agrees to continue the current meal allowance practice. An employee who is required to work an unscheduled overtime shift immediately following their regular shift, shall receive a meal or allowance, provided by the

Employer, after 5:30 p.m. for employees whose regular shift ends at 4:00 p.m. and after 6:00 p.m. for employees whose shift ends at 5:00 pm.

23.06 Process of Bi-Weekly Payroll

Commencing with the 1985 calendar year, the closing date for each bi-weekly payroll will be the Saturday before the Wednesday designated for the issuing of payroll cheques.

In order to facilitate this change of closing date, so as not to cause a reduction in the employees' pay during the initial changeover, the Employer agrees to advance each employee three (3) days' pay, with the mutual understanding that the amount of the advance applicable to each employee will be deducted from each employee's pay on termination.

When the employer implements a new payroll system, the biweekly pay period will end on Sunday with pay day being the following Friday. A notice period of 6 weeks will be given to all employees of the exact date of the change.

23.07 Time Off for Municipal Elections

Employees working a twelve (12) hour shift from 8:00 am to 8:00 pm during a municipal election shall be permitted four (4) hours off with no loss in pay in order to vote.

ARTICLE 24 - TERM OF AGREEMENT

24.01 Duration

The term of this Agreement shall be binding and remain in effect from May 16th, 2022, to May 15th, 2026.

24.02 Agreement to Continue in Force

This Agreement remains in effect until a new Agreement has been negotiated and signed or until the conciliation process has been exhausted, whichever shall first occur.

24.03 Notice to Commence Bargaining

Subject to "Employment and Labour Relations Act" not more than sixty (60) days and not less than thirty (30) days immediately before the date of expiration or of the termination of a collective agreement, a party to this Agreement, by notice in writing, may require the other party to this Agreement to commence collective bargaining with a view to the renewal or revision of this Agreement or the conclusion of a new Collective Agreement.

24.04 Amendments

Any amendments to this Agreement during its current term shall only be incorporated by mutual consent of the parties to this Agreement.

**LETTERS OF UNDERSTANDING
SPECIAL EVENTS**

For the purposes of this memorandum, a special event will be defined as an activity not normally scheduled. When extra staff is required for special events all unionized employees on the Department of Recreation and Community Services seniority list will be given first preference of this work at their current rate of pay. No overtime will be paid. In the event that extra staff is required the employer will advise all staff of the Town of Gander of the available shifts, which will be the special event rate of pay stipulated in Schedule "A".

HEAVY EQUIPMENT OPERATORS

Upon signing of this Agreement individuals hired as a Heavy Equipment Operator may only be advanced to Step 4 in Group 5 of Appendix "A" upon completion of five (5) years of continuous employment in that position and after demonstrating proficiency, as determined by the employer, for all heavy equipment owned and operated by the employer. All Heavy Equipment Operators, upon satisfactory 5th year performance evaluation, shall be offered the opportunity to demonstrate their proficiency for the advancement to Step 4 of Group 5 of Appendix "A" and annually thereafter.

WATER/SEWER OPERATIONS

Technical requirements for Water/Sewer Plant Operators shall meet the level of certification legislatively or operationally required for the facility to which they are assigned. All Operators must have a minimum of Level I in their secondary area or responsibility.

**Schedule "A"
Unionized Employees Wage Scale**

Group	Steps	May 16, 2022-2023		May 16, 2023-2024		May 16, 2024-2025		May 16, 2025-2026	
Group 10 Water / Sewer Plant Operator 3	Step 1	33.11	68,869	33.77	70,242	34.45	71,656	35.14	73,091
	Step 2	34.12	70,970	34.80	72,384	35.50	73,840	36.21	75,317
	Step 3	35.19	73,195	35.89	74,651	36.61	76,149	37.34	77,667
	Step 4								
Group 9 Water / Sewer Plant Operator 2	Step 1	31.68	65,894	32.31	67,205	32.96	68,557	33.62	69,930
	Step 2	32.65	67,912	33.30	69,264	33.97	70,658	34.65	72,072
	Step 3	33.67	70,034	34.34	71,427	35.03	72,862	35.73	74,318
	Step 4								
Group 8 Journeyman Carpenter, Journeyman Mechanic, Journeyman Machinist/Welder, Journeyman Plumber	Step 1	31.11	64,709	31.73	65,998	32.36	67,309	33.01	68,661
	Step 2	32.05	66,664	32.69	67,995	33.34	69,347	34.01	70,741
	Step 3	33.04	68,723	33.70	70,096	34.37	71,490	35.06	72,925
	Step 4								
Group 7 Water / Sewer Technicians, Facility Operator	Step 1	29.36	61,069	29.95	62,296	30.55	63,544	31.16	64,813
	Step 2	30.28	62,982	30.89	64,251	31.51	65,541	32.14	66,851
	Step 3	31.21	64,917	31.83	66,206	32.47	67,538	33.12	68,890
	Step 4								
Group 6 Carpenter, Mechanic, Machinist/Welder, Plumber, Sewer Equipment Operator	Step 1	29.08	60,486	29.66	61,693	30.25	62,920	30.86	64,189
	Step 2	29.99	62,379	30.59	63,627	31.20	64,896	31.82	66,186
	Step 3	30.90	64,272	31.52	65,562	32.15	66,872	32.79	68,203
	Step 4								
Group 5 Street Painter, Refuse Collections Operators, Street Sweeper	Step 1	27.93	58,094	28.49	59,259	29.06	60,445	29.64	61,651
	Step 2	28.78	59,862	29.36	61,069	29.95	62,296	30.55	63,544
	Step 3	29.68	61,734	30.27	62,962	30.88	64,230	31.50	65,520
	Step 4								

Schedule "B"
Job Classification Guidelines

Group 4 Heavy Equipment Operator	Steps	May 16, 2022-2023		May 16, 2023-2024		May 16, 2024-2025		May 16, 2025-2026	
	Step 1	27.06	56,285	27.60	57,408	28.15	58,552	28.71	59,717
Step 2	27.91	58,053	28.47	59,218	29.04	60,403	29.62	61,610	
Step 3	28.75	59,800	29.33	61,006	29.92	62,234	30.52	63,482	
Step 4	29.38	61,110	29.97	62,338	30.57	63,586	31.18	64,854	
Group 3 Maintenance Person, Facility Attendant, Janitor/Maintenance Person	Steps	May 16, 2022-2023		May 16, 2023-2024		May 16, 2024-2025		May 16, 2025-2026	
	Step 1	24.48	50,918	24.97	51,938	25.47	52,978	25.98	54,038
	Step 2	25.23	52,478	25.73	53,518	26.24	54,579	26.76	55,661
	Step 3	26.00	54,080	26.52	55,162	27.05	56,264	27.59	57,387
Group 2 Ground Attendant, Civic Enhancement Attendant	Steps	May 16, 2022-2023		May 16, 2023-2024		May 16, 2024-2025		May 16, 2025-2026	
	Step 1	22.17	46,114	22.61	47,029	23.06	47,965	23.52	48,922
	Step 2	22.86	47,549	23.32	48,506	23.79	49,483	24.27	50,482
	Step 3	23.56	49,005	24.03	49,982	24.51	50,981	25.00	52,000
Group 1 Special Events Staff	Steps	May 16, 2022-2023		May 16, 2023-2024		May 16, 2024-2025		May 16, 2025-2026	
	Step 1	16.12		16.44		16.77		17.11	
	Step 2	16.63		16.96		17.30		17.65	
	Step 3	17.14		17.48		17.83		18.19	

Upon ratification, employees on the seniority list will be entitled to a \$1000 signing bonus.

1. Lead person will receive a premium of \$2.00 /hour. Lead person to be assigned at the discretion of the employer. Job descriptions for each are included in Schedule B.
2. Sanitation work add 0.65 cents/hour. The sanitation premium will be paid for all work involving direct physical contact with garbage and does not apply to the Refuse Collection Operator.
3. Tool Allowance for tradesperson will receive a premium of 0.60 cents/hour.
4. Working in sewer will receive a premium of 0.70 cents/hour. Not to apply Sewer Operators.
5. Tradesperson with 2 or more Journeyman certificates, utilized by the employer will receive a premium of 0.65 cents/hour.
6. Mechanics performing welding/machinist duties in excess of 2 continuous hours will receive a premium of 1.00 cents/hour.

Progression thru step

For all classification, except Group 5, any full-time employee must work 2080 hours in that position before progressing to the next step. Seasonal Employees must work 1400 hours in that position before progressing to the next step.

Heavy Equipment Operators assigned to any position outlined in Group 5 for a complete season shall move to the next step the following season.

Water/Sewer Plant Operator III

Plant Operators working with Wastewater monitors and operate computerized control systems and related equipment in wastewater, sewage treatment and liquid waste plants to regulate the treatment, collection and disposal of sewage and wastes.

Plant Operators working with Water monitors and operates computerized control systems and related equipment in water filtration and treatment plants to regulate the treatment and distribution of water.

Water/Sewer Plant Operator II

Plant Operators working with Wastewater monitor and operate computerized control systems and related equipment in wastewater, sewage treatment and liquid waste plants to regulate the treatment, collection and disposal of sewage and wastes.

Plant Operators working with Water monitors and operates computerized control systems and related equipment in water filtration and treatment plants to regulate the treatment and distribution of water.

Carpenter Journeyman, Mechanic Journeyman, Machinist/Welder Journeyman, Plumber Journeyman

Carpenter Journeyman is a craftsman with an extensive skill and experience level, able to manage job sites with multiple employees and trade contractors. One who performing all carpentry functions required to maintain Town buildings and properties. The journeyman carpenter works on capital projects when required such as curbs, gutters, concrete sidewalks, and building facilities.

Mechanic Journeyman installs, maintain, troubleshoots, and repairs machinery. This includes fabricating, operating, installing or repairing design products such as motors, instruments, control panels, and other machines.

Machinist/Welder Journeyman welds metal parts together to fabricate or repair parts and equipment, using gas and arc welding equipment, uses milling machine, and lathe to machine parts and fabricate new parts.

Plumber Journeyman is a craftsman with an extensive skill and experience level, able to manage job sites with multiple employees and trade contractors. One who performs all plumbing functions required to maintain Town buildings and properties. The journeyman plumber works on capital projects when required such as water and sewer projects and building renovations.

Water/Sewer Technicians, Facility Operator

Water/Sewer Technicians inspects and maintains the water and sewer infrastructure, such as collection and distribution lines, air release valves, hydrants, lift stations, performs utility locates, exercises system valves and responds to system emergencies.

Facility Operators are responsible for the operation and general maintenance of the ice plant compressors at the Gander Community Centre as well as the general upkeep of recreational and sports facilities including playgrounds, ball fields, water parks, skateboard facilities, public trial systems and arenas.

Carpenter, Mechanic, Machinist/Welder, Plumber, Sewer Equipment Operator
Carpenters construct, erect, install, maintain and repair structures and components of structures made of wood, wood substitutes, lightweight steel and other materials.

Mechanic installs, maintain, troubleshoots, and repairs machinery. This includes fabricating, operating, installing or repairing design products such as motors, instruments, control panels, and other machines.

Machinist/Welder welds metal parts together to fabricate or repair parts and equipment, using gas and arc welding equipment, uses milling machine, and lathe to machine parts and fabricate new parts.

Plumber interprets engineering blueprints and building specifications to map layout for pipes, drainage systems, and other plumbing materials. Installs pipes and fixtures, such as sinks and toilets, for water, air, or other liquids. Installs supports for pipes, equipment, and fixtures prior to installation.

Sewer Equipment Operators clean and inspect sanitary and storm collection and treatment facilities systems with specialized high-pressure, water-jet and vacuum equipment.

Street Painter, Refuse Collection Operator, Street Sweeper

Street Painters operate specialized painting equipment to paint street lines and related markings on municipal streets, curbs, sidewalks and parking lots. They are also responsible for preparing, installing and maintaining street, traffic and directional signs.

Refuse Collection Operators operate refuse collection vehicles on pre-assigned and special routes to pick up garbage, yard waste, or recycling.

Street Sweeper Operator cleans and inspects municipal roadways, curbs and gutters with specialized street cleaning equipment.

Heavy Equipment Operator

Heavy Equipment Operators operate heavy equipment and attachments as well as perform labour intensive duties to maintain and construct sidewalks, roads, buildings and public infrastructure throughout the municipality and other areas.

Maintenance Person, Facility Attendant, Janitor/Maintenance Person

Maintenance Person cleans and maintains both interior and exterior municipal buildings as well as grounds such as sidewalks, streets, roads and similar areas.

Facility Attendants are responsible for the general maintenance of recreational and sports facilities including playgrounds, ball fields, water parks, skateboard facilities, public trial systems and arenas.

Janitors/Maintenance Persons clean and maintain the interior and exterior municipal buildings and municipal grounds such as sidewalks, streets, roads and similar area.

Grounds Attendant, Civic Enhancement Attendant

Grounds Attendants perform manual work to assist in the maintenance of landscapes, lawns, gardens, open space community grounds, parks, landscaped interiors and other landscaped areas.

Civic Enhancement Attendants perform manual work to assist in the construction and maintenance of landscapes, gardens, open space community grounds, parks, landscaped interiors and other landscaped areas.

Special Events Staff

Person hired by Council on a temporary basis to assist with activities required to host special events as outlined in the Special Events Letter of Understanding.

Lead Person

Reporting to their immediate supervisor, the Lead Person leads a team of co-workers to ensure that assigned tasks are completed in a proper and timely manner. In addition to their normal job duties, the Lead Person assumes the following roles and responsibilities:

- * Ensuring staff is assigned adequate resources to complete required work.
- * Assigning work tasks
- * Monitoring staff work and providing direction where necessary
- * Coordinating and assisting with worksite preparation
- * Ensuring all staff comply with OH&S regulations
- * Ensuring a safe working environment for staff and the public.
- * Communicating with the supervisor to provide worksite and staff updates
- * Performing visual inspections of work in progress and completed by employees.
- * Performs other duties as required

Recreation Summer Lead Person

Reporting to their immediate supervisor, the Lead Person oversee multiple worksites and co-workers to ensure that assigned tasks are completed in a proper and timely manner. In addition to their normal job duties, the Lead Person assumes the following roles and responsibilities:

- * Ensuring staff is assigned adequate resources to complete required work.
- * Assigning work tasks
- * Monitoring staff work and providing direction where necessary
- * Coordinating and assisting with worksite preparation
- * Ensuring all staff comply with OH&S regulations
- * Ensuring a safe working environment for staff and the public.
- * Communicating with the supervisor to provide worksite and staff updates
- * Performing visual inspections of work in progress and completed by employees.

Duly Executed by the Parties Hereto this ____ day of _____, 2022

For the Employer:

For the Union:

Percy Farwell
Mayor

Monty Fudge
Unifor National Representative

Wilson Hoffe
Counsellor, Chair Corporate Service

Carolyn Rice
Unifor President, Local 597

Dermot Chafe
Chief Administrative Officer

Gerry Gill

Brad Hefford
Town Clerk

Mike Hartery

Paul Oldford

Dillon Shearing

Aaron Paul

Jason Hewitt