

# COLLECTIVE AGREEMENT

Between

Grand Falls Windsor  
perfectly centered |

**The Town of Grand Falls-Windsor**

And

**CUPE** / *Canadian Union  
of Public Employees*

**The Canadian Union of Public Employees,  
Local 1349**

January 1, 2021 to December 31, 2025

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## ARTICLE 1 - PREAMBLE

1.01 WHEREAS it is the desire of both parties of this Agreement that they:

- (a) Shall maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) Shall recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) Shall encourage efficiency in operation.
- (d) Shall promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

1.02 AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an agreement.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE 2 - MANAGEMENT RIGHTS

\*2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement. The **Employer** agrees that in the exercising of its management rights, it shall do so in a fair and reasonable manner. The question of whether any of these rights is limited by this Agreement, may be decided through the grievance procedure.

\*2.02 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, family relationship, place of residence, nor by reason of **their** membership or activity in the Union, or any other reason.

## ARTICLE 3 - RECOGNITION

3.01 (a) Bargaining Unit

The Employer recognized the Union as the sole and exclusive bargaining agent in respect to rates of pay, hours of work and all other conditions of employment for all employees coming within the bargaining unit in respect of which the Union was certified as bargaining agent by an Order of the Newfoundland Labour Relations

Board issued by the Board the 22<sup>nd</sup> day of October, 1970, covering a unit of employees of the Town of Grand Falls-Windsor, NL., comprising of all employees save and except positions that are listed in Addendum "F" to this Collective Agreement.

And for a unit for which the Union was certified as bargaining agent by an Order of the Newfoundland Labour Relations Board the 5<sup>th</sup> day of April 1978, comprising of utility men and maintenance men.

- (b) Permanent Full-Time Employee – means an employee hired on a full-time basis as referenced in Articles 22.03, 22.04 and 22.05. This also includes all full time Inside workers.

Permanent Seasonal Employee – means an employee hired for only part of the year for employment of a seasonal nature.

Casual Employee – means an employee hired on an as needed basis, but not of a seasonal nature.

### 3.02 Works Projects/Work Term Students

Persons hired as a result of Federal/Provincial Work Projects or Work Term Students to perform work that would not otherwise be performed, shall not be considered employees for the purpose of this agreement. The Employer shall not undertake any project that would result in a reduction of the workforce or in a continued layoff of members of the bargaining unit. No employee in the bargaining unit shall be required to work on any project as a project employee. Project employees shall not be assigned to undertake any function, duty or task outside the specific work project.

### \*3.03 Casual Special Events Staff

Casual Special Event staff hired to provide recreation programs in town parks and recreation facilities shall not be considered employees for the purposes of this collective agreement. The casual/special events staff shall not undertake any function or duty normally performed by a bargaining unit member. The casual/special events staff will not be utilized in such a way as to result in a reduction of the bargaining unit workforce or in continued layoff of members of the bargaining unit. Casual/special events staff shall not be used in a manner that would result in new employees not being hired to perform bargaining unit work.

### \*3.04 Work of the Bargaining Unit

Persons whose jobs are not in the Bargaining Unit, shall not work on any jobs which are included in the Bargaining Unit, except in cases mutually agreed upon by the parties.

**It is agreed that the Chief Municipal Enforcement Officer works as a Constable, has the same duties as Constable on shift and therefore does bargaining unit work. Overtime is on a shared basis as per Article 18.10.**

**It is agreed that permanent non-bargaining unit employees assist but not replace permanent bargaining unit employees during periods of peak workload. This is required to eliminate overtime, provide a stable workforce and an efficient cost-effective operation.**

**It is agreed that the Fire Chief can carry out fire inspections, provided a fire prevention inspection program is put in place and maintained by a Fire Inspector from the Bargaining Unit.**

**It is agreed that the CAO Executive Assistant can replace the Executive Secretary- Mayor for Vacation replacement.**

### 3.05 No Other Agreements

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

## **ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT**

### 4.01 All Employees to be Members

All employees of the Employer within the Bargaining Unit, as a condition of continuous employment, shall become and remain members in good standing of the Union.

### \*4.02 Interviewing Opportunity

The **Corporate Services** Department of the Town shall notify the Secretary-Treasurer of the Union in writing of new **Bargaining Unit** employees and their positions. On commencing employment, the employee's immediate supervisor shall introduce the new employee to **their** Union steward or representative. An officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and **their** responsibilities and obligations to the Employer and the Union.

## **ARTICLE 5 - CHECK-OFF UNION DUES**

### 5.01 Check Off Payment

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and Bylaws.

## 5.02 Notification of Amount of Dues

The Union shall advise the Town in writing of the amount of the monthly dues to be deducted. If there should be any change in the amount of such deduction, the Town shall be advised of **the** change, by the Union, four weeks prior to the effective date. Only one request for an adjustment, either upward or downward, shall be made in any calendar year.

## 5.03 Deductions

Deductions shall be made from the first payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the month accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made and such other information as contained on the form attached to this agreement as Addendum "D".

## \*5.04 New Employees

The Employer agrees to acquaint new **Bargaining Unit** employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

## \*5.05 Dues Receipts

The amount of Union dues paid by each Union Member **will be included on the T4 slip for** the previous year.

## **ARTICLE 6 - INTERPRETATION**

### 6.01 Singular includes Plural

Throughout this Agreement, the plural includes the singular and vice versa as the context may require.

### 6.02 Definition of Employee

Employee shall mean any employee coming within the Bargaining Unit in respect of which the Union was certified as Bargaining Agent by the Newfoundland Labour Relations Board.

### \*6.03 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the **CAO** or **their** designated representative and the Recording Secretary of the Union.

## ARTICLE 7 - GRIEVANCE PROCEDURE

### 7.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect one steward per seniority list, whose duties shall be to assist any employee(s) which the steward represents, in preparing and in presenting a grievance in accordance with the grievance procedure. If it is not possible to elect or appoint a steward from one of the seniority lists, the Union executive will appoint a steward from another list. There will also be one chief steward elected or appointed.

### 7.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the Department(s) **they** represent, and the Chief Steward before the Employer shall be required to recognize them. The Stewards so selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen.

### \*7.03 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance after first obtaining permission of the **CAO or designate** which shall not be unreasonably withheld.

### \*7.04 Permission to Leave Work

The Employer agrees that Stewards and Executive members in absence of the Steward shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union understands and agrees that each Steward and Executive member is employed to perform work for the Employer and that **they** will not leave **their** work during working hours to perform **their** duties under this Agreement, without first obtaining the permission of **their** Supervisor, **which shall not be unreasonably denied.**

### \*7.05 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement or a case where the Employer has **allegedly** acted unjustly or improperly.

## \*7.06 Settling of Grievances

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

### Step 1

The aggrieved employee(s) shall **discuss** the grievance with their Steward.

### Step 2

If the Union Steward considers the grievance to be justified, the employee(s) concerned, together with **their** Steward, shall first seek to settle the dispute with the employee's Supervisor within five (5) office days of the incident giving rise to the grievance.

### Step 3

Failing satisfactory settlement within two (2) working days after the dispute was **discussed** under Step 2, the employee(s) concerned, together with the Chief Steward, will submit a completed grievance form to **appropriate Department Head with a copy to Human Resources, which details the alleged violation(s) and the redress sought**. The Department Head, in consultation with Human Resources shall render their decision within four (4) office days after receipt of such notice.

### Step 4

Failing settlement being reached in Step 3, the employee(s) concerned, together with the Grievance Committee shall submit the matter to the **CAO**, in writing within five (5) office days.

**The CAO shall render their decision within ten (10) office days after receipt of such notice.**

### Step 5

Failing a satisfactory settlement being reached in Step 4, the Union may, on giving notice in writing to the Employer of its intention, refer the dispute to arbitration.

## 7.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

7.08 Union May Initiate Grievances

The Union and its representatives shall have the right to originate a grievance for an employee, or group of employees, other than through an employee's (s) Shop Steward, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

7.09 Failure to Act with Time Limits

If for a legitimate reason the grievor or the Union or the Employer, fail to process a grievance to the next step for any period up to thirty (30) calendar days, they shall not be deemed to have prejudiced their position in arbitration.

7.10 Technical Objections to Grievances

No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

7.11 Grievance on Layoffs

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 4, of the Grievance procedure.

7.12 Grievance on Safety

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

\*7.13 Replies in Writing

**Replies to grievances from Step 3 and beyond shall be in writing.**

7.14 Facilities for Grievances

The Employer shall supply the facilities for the grievance meetings.

7.15 Mutually Agreed Changes

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

## ARTICLE 8 - ARBITRATION

### \*8.01 Arbitration

#### (a) Provision for Single Arbitrator

**When either party refers a matter to arbitration it shall provide the name of an arbitrator, in writing, for consideration of the other party and that party shall reply indicating agreement with the selection or provide the name of an alternate arbitrator. The sole Arbitrator shall have all the rights and powers of a Board of Arbitration appointed under this article. Each party shall pay one-half of the fees and expenses of the Arbitrator.**

- (b) When either party requests that a grievance be submitted to a **Board of Arbitration**, the request shall be made in **writing** addressed to the other party of the agreement, indicating the name of its nominee to the Arbitration board. Within five (5) **office** days thereafter, the other party shall answer **in writing** indicating the name and address of its appointee to the Arbitration Board. The two (**2**) arbitrators shall then meet to select an impartial chairperson.

### \*8.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, **does not agree with the other party's proposed arbitrator**, or if the two appointees fail to agree upon a chairperson within seven (7) days of the appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

### 8.03 Board Procedure

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

### \*8.04 Decision of the Board

The decision of the majority shall be decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding, and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any **of** its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

**\*8.05 Disagreement on Decision**

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) **office** days.

**\*8.06 Arbitration Cost**

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints.
- 2) One-half (½) the fees and expenses of the Chairperson.

**When using a single arbitrator each party shall pay one-half (½) of the Arbitrator's fees and expenses.**

**8.07 Amending of Time Limits**

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

**8.08 Witness**

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

**\*8.09 Expedited Arbitration**

Subject to agreement of both parties, a form of Expedited Arbitration 1 or 2 may be used following Step 4 of the Grievance Procedure. The particulars are as follows:

**Expedited 1**

- 1) In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief only detailing the arguments of the respective parties to a single arbitrator within fifteen (15) calendar days of the written response of the **CAO** in Step 4 of the Grievance Procedure.
- 2) The single arbitrator must be agreed to by both parties within seven (7) calendar days of the **CAO's** written response and the appointed arbitrator must be willing to render a verbal decision within two (2) calendar days following receipt of the written brief from each party.
- 3) Decisions will be non-precedential and without prejudice for any subsequent grievance of a similar nature.

## Expedited 2

- 1) In any dispute of interpretation or application of the Collective Agreement, the parties agreed to submit a written brief and present oral arguments to a single arbitrator within twenty (20) calendar days of the written response of the **CAO** in Step 4 of the grievance procedure.
- 2) The single arbitrator must be agreed to by both parties within seven (7) calendar days of the **CAO's** written response and the appointed arbitrator must be willing to render a written decision within ten (10) calendar days following presentation of written briefs and oral arguments of each party.
- 3) The single arbitrator may, for the purpose of their clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the arbitrator.

Both parties retain access to the complete Arbitration process as described in Article 8 of the Collective Agreement where they do not wish to implement Expedited Arbitration 1 or 2.

Decisions of the arbitrator will be binding on both parties within the guidelines of the Newfoundland Labour Relations Act.

Cost will be shared on a 50/50 basis.

## **ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### 9.01 Warnings

Whenever the Employer deems it necessary to censure any employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring **their** work up to a required standard by a given date, the Employer shall within five (5) working days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

### \*9.02 Discharge Procedure

An employee who has completed **their** probationary period, may be dismissed but only for just cause. **When** an employee is discharged or suspended, **they** shall be given the reason in the presence of **their** steward, **if such representation is desired by the employee**. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

**\*9.03 May Omit Grievance Steps**

An employee considered by the Union to be unreasonably or **unjustly** discharged or suspended shall be entitled to a hearing under Article 7, Grievance Procedure, Steps 1, 2 and 3 of the Grievance shall be omitted in such cases.

**\*9.04 Unjust Suspension or Discharge**

Should it be found upon investigation that any employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in **their** former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to **their** normal earnings during the pay period **following** such **reinstatement**, or by any other arrangement which is just and equitable in the opinion of the parties or in the **decision** of **an Arbitrator**, if the matter is referred to Arbitration.

**9.05 Crossing of Picket Lines During Strike**

In the event that any other employees of the Employer engage in a legal strike or where employees in an industrial dispute engage in a legal strike and maintain picket lines, the employees covered by this agreement shall have the right to refuse to cross such picket lines except for the provision of firefighting services or water and sewage facilities to the Town of Grand Falls-Windsor. Excepting the condition of providing continuously firefighting service, water and sewage disposal facilities to the Town of Grand Falls-Windsor, failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

**\*9.06 No Strike**

The Union agrees that there shall be no strikes and the **Employer** agrees that there shall be no lockouts of members of the Union during the term of this Agreement.

**\*9.07 Discipline**

It is agreed that when the Employer deems it necessary to discipline an employee in accordance with Article 9 that the following four (4) steps will be taken:

**Step 1**

Should the Employer deem it necessary to censure an employee in a manner indicating that dismissal may follow, the Employer will indicate to the employee verbally of any necessary censure with a letter to be written to the Union advising that a warning has been given.

**Step 2**

If the infraction or further infraction continues, the Employer shall, within five (5) **office** days, give particulars of such censure to the secretary of the Union, with a copy of same to the employee concerned. This letter of reprimand will be placed in the employee's personnel file for eighteen (18) months.

### Step 3

If the infraction or any further infraction continues, the Employer shall, both verbally and in writing, suspend the employee (number of days to be determined by the Employer in accordance with the severity of the infraction), indicating that dismissal may follow.

### Step 4

Dismissal

#### 9.08 Burden of Proof

It is understood by both parties that the onus of proof is on the Employer to prove just cause in taking the above noted Steps and does in no way restrict the Union's right to grieve any Step.

#### \*9.09 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning **their** work within five (5) **office** days of the event of a complaint. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed such expression of dissatisfaction shall not become a part of **their** record for use against **them** at any time.

The report of an employee shall not be used against **them** after eighteen (18) months have elapsed, providing another warning or reprimand relating to the same or similar offence has not been given within that period. The employee's written reply to such notification of dissatisfaction shall become part of **their** record.

This article shall apply in respect to any expression of dissatisfaction relating to **their** work or otherwise which may be detrimental to any employee's advancement or standing with the Employer.

All correspondence pertaining to the adverse report, including the report itself, shall be disregarded and subsequently removed from the personal file after eighteen (18) months. The employee shall be responsible to see that any such documents are removed.

#### \*9.10 Personal File

- (a) There shall be one (1) recognized personal file and this file shall be maintained in the **Corporate Services** department. An employee has the right, with **approval of their supervisor**, after making an appointment and during working hours to inspect **their** personal file and they may be accompanied by a representative of the Union if **they** so desire. **Upon request, the employee shall be provided with a copy of any documents from the employee's file or the entire file.**

- (b) The employee shall sign the file copy to acknowledge receipt of any disciplinary document, the employee's signature does not necessarily mean agreement with the contents of the document.

#### 9.11 Right to Union Representative

Where any employee is required to attend a meeting with the Employer which concerns a reprimand, written warnings, suspension or discharge, the Employer shall advise the employee that **they have** the right to be accompanied by a shop steward or an executive member.

### **ARTICLE 10 - LABOUR MANAGEMENT RELATIONS**

#### \*10.01 Representation

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

#### 10.02 Establishment of Committee

A Labour Management Committee shall be established consisting of three Union members including at least two executive members and three representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

#### 10.03 Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of activities so that better relations shall exist between the Employer and Employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but no grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

- 6) To study, review and make recommendations regarding all Unionized employee benefit and health and welfare programs.

#### 10.04 Meetings of Committee

The Committee shall meet quarterly or as required at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for the time spent with this Committee.

#### 10.05 Chair of the Meeting

An Employer and a Union Representative shall be designated as joint chairs and shall alternate in presiding over meetings.

#### 10.06 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairs as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within five (5) working days following the meeting.

#### 10.07 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of Collective Bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

#### 10.08 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union nominees of the Committee.

#### 10.09 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

#### 10.10 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

#### 10.11 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

#### 10.12 Time Off for Meeting

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

#### \*10.13 Technical Information

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to pension and welfare plans and all other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining **mediation and/or arbitration** purposes.

#### 10.14 Copies of Resolutions

Copies of all motions, resolutions and bylaws or rules and regulations adopted by the Council which affect the members of this Union are to be forwarded to the Union and be posted on all bulletin boards.

### **ARTICLE 11 - SENIORITY**

#### 11.01 Seniority Defined

Subject to Article 11.02 or any other applicable Article, seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the workforce and recall. Seniority shall operate on a bargaining unit-wide basis. Seniority for inside workers covered by the amended certification order issued by the Department of Labour on October 17, 1997, shall be from date of hiring.

11.02 (a) Seniority List

The Employer shall maintain separate seniority lists for employees of the Public Works, Parks and Recreation and Fire Hall showing the date upon which each employee's service commenced. Up to date seniority lists shall be sent to the Union and posted on bulletin boards in January of each year. Seniority accrued in either one of these units shall not be recognized as service in the other units, except for the purposes of job postings as outlined in Article 12.01. An employee in one unit cannot replace a worker in another unit by reason of seniority. Seniority accumulated up to signing of this contract will be allocated to the units where the majority of seniority is accumulated. If an employee is laid off for a period of one (1) month continuously while a junior employee in another seniority list is working continuously, the senior employee will be given the option of transferring **their** service to the other list, if **they have** the necessary qualifications as per Article 12.

Permanent job postings will be posted as per Article 12 of this agreement. Employees may use seniority for applying for permanent postings.

(b) Seniority List

The Employer shall maintain a separate seniority list for inside workers included into the bargaining unit by the Labour Relations Board on October 17, 1997.

- (c) In the event of demotions, layoffs, permanent reduction of the workforce, and recall, employees covered by this article shall not be entitled to exercise **their** seniority rights over employees covered by 11.02 (a) above, shall not be entitled to exercise **their** seniority rights over employees covered under 11.02 (b). Seniority does not transfer from outside to inside or inside to outside. However, service shall be transferable.

\*11.03 Probation of Newly Hired Employees

A newly hired employee shall be on probation for a period of forty (40) working days from the date of hiring within the same or similar classification and such period may be extended by mutual agreement between the Union and the Employer. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement.

During the probationary period, the Employer reserves the right to evaluate the employee and terminate the employment if deemed necessary. **Such action is not subject to the grievance or arbitration procedure unless the Employer acted in a discriminatory manner.** The probationary employee's supervisor will meet and provide a written evaluation **during** the probationary period. **Prior to the probationary period finishing** a final evaluation will be presented to the employee and the Union.

After completion of the probationary period, seniority shall be effective from the original date of employment.

One (1) day of probation shall be defined as a minimum of four (4) hours duration and a maximum of eight (8) hours. Hours of ticket sellers may be accumulated to make up one day.

**\*11.04 Loss of Seniority**

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

An employee shall only lose **their** seniority in the event:

- 1) **They are** discharged for just cause and are not reinstated.
- 2) **They** resign in writing and do not withdraw within five (5) days.
- 3) **They are** absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- 4) **They** fail to return to work within seven (7) calendar days following a layoff and after being notified **in writing** to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of **their** current address. An employee recalled for casual work or employment of **less than one (1) week** who has worked less than twenty (20) weeks in the previous year at a time when **they are** employed elsewhere, shall not lose **their seniority** for refusal to return to work.
- 5) **They are** off the payroll for a period longer than twenty-four (24) months. This does not apply where a person is absent on LTD or Worker's Compensation unless **they have been deemed to be permanently disabled**.
- 6) If a casual employee refuses three consecutive shifts in a six-month period without prior approval from the Employer or due to accident or sickness or just cause.

**11.05 Transfer and Seniority Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without **their** consent. If an employee is transferred to a position outside the bargaining unit, they shall retain **their** seniority for the duration of **their** trial period only, after which it will be forfeited. An employee shall have the right to return to a position in the bargaining unit during **their** trial period which shall be a maximum of sixty (60) days.

## ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

### 12.01 Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall immediately notify the Union in writing. Such vacancies shall be posted for a minimum of one week and filled within the bargaining unit. If such a vacancy cannot be filled within the bargaining unit, it shall be posted externally. Positions shall be advertised within one (1) week of vacancy. Employees who are off sick will be supplied with copies of job postings if requested in writing to the Human Resources Officer.

### \*12.02 Notice of Posting – Contents Thereof

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state **“The Town of Grand Falls-Windsor is an equal opportunity Employer”**.

### 12.03 Recognition of Seniority

Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity should increase in proportion to length of service and qualifications.

### 12.04 Method of Making Appointments

Therefore, in making staff changes, transfers or promotions within the bargaining unit, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

### 12.05 Trial Period

**The** successful applicant shall be notified within one week following the end of the posting period. **They** shall be placed on trial for a period of forty (40) working days and such period may be extended by mutual agreement between the Union and the Employer. Conditional on satisfactory service, the employee shall be declared permanent after the period of forty (40) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, **they** shall be returned to **their** former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions, shall also be returned to **their** former position, wage or salary rate, without loss of seniority.

## 12.06 Promotions Requiring Higher Qualifications

In cases of promotion requiring higher qualifications or certification, the Employer shall give consideration to the senior employee who does not possess the required qualifications but is preparing for qualifications prior to filling a vacancy. Such employee will be given a trial period to qualify within a reasonable length of time to be agreed upon by both parties at the time the appointment is made. If the required qualifications are not met within the set time **they** shall revert to **their** former position.

## 12.07 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

## 12.08 Alternate Employment

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

## \*12.09 Training Courses

The Employer shall ensure that all employees are trained sufficiently on all equipment and operations that they will be required to operate, maintain or repair within their existing job description.

Employees shall send any special requests for training **to their immediate Supervisor for consideration.**

The Employer shall bulletin any training courses and experimental programs for which employees shall first be selected on the basis of their existing job requirements (based on the employee's current job description) and second, on the basis of seniority.

This bulletin shall contain the following information:

Type of course (subject and material to be covered). Time, duration and location of the course **and** basic minimum qualifications required for applicants.

This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.

## 12.10 Education

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor educational functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises. It is understood that such seminars, workshops, lectures, etc. will be held outside regular working hours.

## 12.11 Mandatory Education Cost

The Employer shall continue to pay one hundred percent (100%) cost of all membership/education fees for all employees required by the Employer and/or provincial or federal law(s) in order to carry out **their** duties under this collective agreement.

## ARTICLE 13 - LAYOFF AND RECALLS

### \*13.01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to **seniority**. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority in accordance with Article 11.02. An employee who is given notice of layoff job redundancy or bumping; may bump into a job, the duties of which **they have** the qualifications and ability to perform by replacing the most junior person in that job **classification who has less seniority, or to a lower job classification if there is no one else less senior in their current classification.**

### 13.02 Recall Procedure

Employees shall be recalled in the order of their seniority provided they possess the necessary qualifications and ability to perform the duties required.

### 13.03 No New Employees

No new employees within the bargaining unit will be hired until those laid off and have the required qualifications, have been given an opportunity for re-employment.

### 13.04 Notice of Layoff

The Employer shall notify employees who are to be laid off, fifteen (15) working days before the layoff is effective. If the employee laid off has not had the opportunity to work fifteen (15) full days after notice of layoff, **they** shall be paid in lieu of work for that part of the fifteen (15) days during which work was not made available. No notice of layoff shall be required for casual employees.

### \*13.05 Bumping Procedure

An employee who is bumped in accordance with article 13.01 shall be deemed to have been given notice of layoff with the **same effective date as** the employee who bumped **them** was given notice **of layoff**. An employee who does not exercise their bumping privileges within **two (2) working days** of the layoff effective date will forfeit **their** bumping rights.

## ARTICLE 14 - LEAVE OF ABSENCE

### \*14.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. Payment will not exceed **the normal working hours of the employees on the Union bargaining committee.**

### 14.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievances and arbitration procedures.

### \*14.03 Leave of Absence for Union Functions

Leave of absence without loss of pay or seniority to a total of twenty (20) **person** days annually shall be granted on the Union's written request to either one or two members of the Union to represent the Union at Labour Conventions, schools or seminars. One (1) calendar weeks notice of such leave request shall be made. Additional leave of absence with respect to the foregoing without pay and without loss of seniority to a total of four (4) **person** days annually shall be granted on the Union's written request.

### 14.04 Bereavement Leave

The Employer agrees that an employee shall be granted three (3) consecutive working days leave of absence, in the case of the death of the employees' father, stepfather, mother, stepmother, foster parents, brother, sister, husband, wife, common law spouse and child. An employee shall be granted two (2) day leave of absence, in the case of the death of the employees' brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents, grandchild, aunt and uncle. An employee shall be granted one (1) day leave of absence in the case of the death of an employees' niece and nephew. Employees shall not be required to attend the funeral in order to qualify for leave under article 14.04. Employees on Workers' Compensation benefits or group insurance benefits shall not be entitled leave under this article. Employees on paid holidays or vacation, shall have their paid holidays or vacation deferred to be taken at a time to be mutually agreed by the employee and his supervisor. A twelve (12) hour shift shall be equal to one (1) day for the purpose of this article.

### \*14.05 General Leave

An employee **with a minimum service of two (2) years** shall be entitled to leave of absence without pay and without loss of seniority. Such request shall be in writing, with a three week notice and shall be approved by the Employer **subject to operational requirements and** if the Employer can refill the position from the existing workforce. Such leave shall not be granted from May 15<sup>th</sup> to September 15<sup>th</sup>.

Leave requested to work for another Employer shall only be granted once during the life of this agreement, an employee shall be granted additional leave for upgrading of skills for advancement within the employment of the town.

The maximum number of employees at any time who shall be granted a leave are:

Public Works	Two (2) employees, only one (1) of whom is a mechanic or water and sewer personnel.
Recreation	One (1) employee
Inside Worker	One (1) employee
Fire Hall	One (1) employee

Such leave shall be a maximum of six (6) months and granted once during the life of the contract.

Employee shall provide the Employer with a three (3) week notice to return to work.

14.06 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror, or witness in any court. The Employer shall pay such an employee the difference between **their** normal earnings and the payment **they** received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

14.07 Family Leave

Employees shall be allowed leave of absence with pay and without loss of seniority for the following reasons:

<u>Reasons</u>	<u>Leave of Absence</u>
Birth of Employee's child	One (1) working day
Serious fire or flood in one's home	Two (2) working days
Marriage of Employee's Child	One (1) working day

14.08 Time Off for Elections

Employees shall be allowed three (3) consecutive hours off before the closing of polls in any federal, provincial, or municipal election or referendum without deduction from normal daily pay.

## ARTICLE 15 - PARENTAL LEAVE - WITHOUT PAY

### 15.01 Service Requirement for Parental Leave

An employee shall qualify for maternity/parental benefits without pay after completion of nine (9) month continuous service.

### \*15.02 Protection During Parental Leave

No employee shall be laid off or otherwise adversely affected in **their** employment because of pregnancy. The Employer will not deny the pregnant employee the right to continue employment during pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee and where there is no safeguard, the employee shall be entitled to transfer to another position provided **they are** capable of and **have** the ability to perform the work and **are** otherwise entitled thereto by reason of seniority.

### 15.03 Notification of Pregnancy

An employee who becomes pregnant shall notify the Employer of the pregnancy at least fifteen (15) weeks prior to the expected date of birth. Such notice shall be in writing.

### 15.04 Length of Maternity/Parental Leave

Maternity Leave shall cover a period up to seventeen (17) weeks. Parental Leave shall cover a period up to thirty-five (35) weeks before and/or after the birth or adoption of a child. Where a doctor's certificate is provided, stating that a longer period of parental leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. During periods of Maternity/Parental Leave employees shall accumulate full seniority unless the employee would have otherwise been laid off during the same period.

### 15.05 Procedure Upon Return from Maternity/Parental Benefits

When an employee decides to return to work after maternity/parental benefits, the employee shall provide the Employer with at least three (3) weeks notice. On return from maternity/parental benefits, the employee shall be placed at least in **their** former position. If the former position no longer exists, **they** shall be placed in a position of equal value at the same rate of pay. However, the employee shall not replace any employee having greater seniority.

### 15.06 Payment of Employee Benefits Maternity/Parental Benefits

During the period of maternity/parental benefits, the Employer shall continue to pay the Employer's share of hospital, medical disability and group life insurance premiums only for a maximum of seventeen (17) weeks. The employee must continue to pay the employee's share of these benefits for seventeen (17) weeks and thereafter the full premiums. If the employee opts for pension coverage during parental leave, such coverage may be continued if the employee pays both the employee and Employer contributions.

## ARTICLE 16 - PAID HOLIDAYS

### 16.01 Paid Holidays - Permanent Employees

Employees shall be granted the following paid Holidays with pay:

New Year's Day	Labour Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Grand Falls-Windsor Day	

(1) bonus day if no Municipal Holiday is declared.

### 16.02 Compensation for Holiday falling on Regular Day Off

When any of the preceding holidays fall on an employee's regular day off and are not proclaimed as being observed on some other day, a day mutually agreed upon between the Employer and the Employee shall be deemed to be holidays for the purpose of the Agreement.

### \*16.03 Paid Holidays - Permanent Seasonal/Casual Employees

Any **seasonal/casual** employee who has worked thirty (30) days in the calendar year shall be entitled to a full day's pay for the above named holidays provided that such employee worked on the **last required workday within the seven (7) days** preceding and the **first required workday within the seven (7) days after**.

### 16.04 Bonus Days - All Employees

Every Permanent Town Employee shall receive seven (7) bonus days in addition to the Paid Holidays designated by Article 16.01. All other employees will receive one (1) bonus day for every thirty-seven (37) working days worked during their employment with the Employer.

### 16.05 Bonus Days - Notice to be Given

Any employee intending to take a bonus holiday must give notice to **their** supervisor at least ten (10) hours before the start of the working day intended to be taken as a holiday for five (5) of the seven (7) bonus days. Two (2) bonus days shall be considered "personal days" and employees will endeavor to give as much notice as possible. These personal days cannot be taken as half ( $\frac{1}{2}$ ) days and cannot be taken to work with another Employer. Approval from supervisor is required for the use of the five (5) Bonus days but shall not be required when "personal days" are taken. Such approval will not be unreasonably denied.

16.06 Permanent Seasonal Worker on Layoff

Permanent Seasonal Worker on Layoff – means an employee who works on an as needed basis or is hired for a specified period or for the purpose of performing certain specific work and whose employment will cease at the end of the specified period or upon completion of the specified work.

16.07 Part-time Employee Benefits

Permanent Seasonal and Casual employees shall be entitled to the following benefits on a pro-rated basis:

- vacation
- sick leave
- group insurance - subject to qualification period
- pension plan - subject to qualification period
- severance pay if applicable

**ARTICLE 17 - VACATIONS**

\*17.01 Length of Vacation

Every employee shall receive an annual vacation with pay in accordance with credited service as follows:

Service	Entitlement	# of 1-week increments
Up to 6 years	3 weeks	2
6 – less than 11 years	4 weeks	2
11 – less than 18 years	5 weeks	3
18+ years	6 weeks	3

**An employee may request a change in their vacation schedule after it has been posted and such request shall not be unreasonably denied. Twenty-four (24) hours notice must be given for change in vacation schedule.**

17.02 Length of Vacation – Permanent Seasonal and Permanent Seasonal on Lay off

Permanent Seasonal and Permanent Seasonal on Lay off employees will receive vacation pay as follows:

- 1 – 5 years            six percent (6%) of regular pay
- 6 – 10 years        seven-point seven percent (7.7%) of regular pay
- 11 – 20 years      nine-point seven percent (9.7%) of regular pay
- over 20 years      eleven-point six percent (11.6%) of regular pay

Permanent Seasonal and Permanent Seasonal on Lay off employees can elect to receive vacation time as opposed to vacation pay. Vacation time must be taken outside the normal vacation period unless otherwise approved by the supervisor. Such approval will not be unreasonably denied.

#### 17.03 Compensation for Paid Holidays

An employee shall receive an additional day paid vacation for each paid holiday that occurs during **their** vacation period.

#### 17.04 Period for Taking Vacations

The normal period for taking vacations shall be from May 1<sup>st</sup> to September 30<sup>th</sup>, and the preference in choosing vacation dates shall be granted on the basis of seniority.

##### Exception

Annual vacations may be scheduled outside the regular vacation period upon mutual consent between the Employer and the Employee.

#### 17.05 Vacation Schedule

The schedule of vacation periods for all employees shall be compiled and posted before April 30<sup>th</sup> in each year. An employee may request a change in **their** vacation schedule after it has been posted and such request shall not be unreasonably denied. Twenty-four (24) hour notice must be given for change in vacation schedule.

##### Vacation Pay

Employees shall be paid their vacation pay prior to taking their vacations.

#### 17.06 Vacation as a Benefit

Vacation shall be deemed an earned benefit and on termination of employment an employee shall receive all vacation pay due **them** in accordance with the table of vacation credits set forth in section 17.01 and 17.02 of this Article.

#### \*17.07 Vacation/Bonus Day Carry Forward Provision

All employees may carry forward a maximum of fifteen (15) days to be taken between January 1<sup>st</sup> and **the** Victoria Day holiday of the following year. A minimum of one (1) week of vacation shall be scheduled at one time. If an employee, through sickness or on Worker's Compensation is unable to take **their** vacation in the current year, **they** shall be entitled to carry **their** vacation forward to the next calendar year.

**Seasonal and Casual employees that earned bonus days during periods of layoff shall carry those days for use following recall and such days must be used prior to July 1<sup>st</sup> of the following year.**

## ARTICLE 18 - HOURS OF WORK

### \*18.01 (a) Regular Hours of Work Public Works

- (i) The regular hours of work shall be eight (8) hours each day, Monday through Friday, between the hours of 7:30 a.m. and 4:30 p.m. with one (1) hour from 12:00 noon to 1:00 p.m., being the meal period. The regular work week shall be forty (40) hours per week.
- (ii) It is agreed that during the life of the Collective Agreement a Saturday shift shall be implemented for the purpose of garbage drop-off only. This shift shall be from 8:00 a.m. to 4:00 p.m., shall consist of two (2) workers only and shall be staffed by the two most junior employees from the Public Works Department.

### (b) Hours of Work - Public Works - Garbage Operators

- (i) Regular hours of work will be as per Article 18.01 of the Collective Agreement.
- (ii) Garbage operators are scheduled to report to work at 7:30 a.m.
- (iii) Garbage Operators agree to commence collection of waste at 8:30 a.m.
- (iv) The Employer agrees that Garbage Operators can work through rest breaks and lunch hour if they so choose at straight time hours on Tuesday through Friday.
- (v) The Employer also agrees that if the Garbage Operator works **their** schedule as per #4 above, that the operator can be considered finished **their** shift when waste is collected and is transported to the landfill. At no time is the Operator permitted to leave work prior to 2:30 p.m. without consent of **their** immediate supervisor. Garbage Operators will be paid for eight (8) straight hours.
- (vi) Monday shift shall remain a regular shift of 7:30 a.m. - 4:30 p.m.
- (vii) Garbage Operators are responsible to ensure regular pre-trip maintenance inspections are completed daily, cleaning and washing truck (inside & out) as required.
- (viii) If Operator commences a second garbage collection route, they will be paid an additional eight (8) straight time hours in addition to the eight (8) regular hours for that day for a total of sixteen (16) straight time hours.
- (ix) If an Operator is reassigned to other duties (not garbage collection), they will be paid overtime rate as per Article **18.02** from the commencement of these additional duties until such time as they complete the assigned work.

- (x) These same conditions apply to any employee who is required to fill the Garbage Operator position for leave or any other reason.

**\* (c) Hours of Work - Stadium**

It is agreed and understood that the **stadiums** function seven (7) days a week and overtime shall not apply when the regular hours of work of an employee fall on a Saturday or Sunday. Regular shift work will apply to stadium operations.

Regular hours of work for summer hours will be 7:30 a.m. to 4:30 p.m., Monday to Friday with one (1) hour for lunch. If ice surface is in place during the summer, then work can be scheduled outside these regular hours for staff working in the stadium.

**(d) Hours of Work - Fire Hall**

The regular hours for the Fire Hall, shall be based on a twelve (12) hour shift system. For the purpose of calculating sick days, vacation days, and bonus days, one (1) twelve (12) hour shift shall be one point five (1.5) days. Fire Hall employees are entitled to twelve (12) hours for a statutory holiday, if worked. For the purpose of calculating overtime hours, the twelve (12) hour shift shall be the regular hours of work and relief workers will be paid twelve (12) hours straight time. Also, for the purpose of determining a shift falling on a holiday, the date of the start of the shift will be entire shift. No regularly scheduled shift shall be deemed payable at an overtime rate provided no more than four (4) consecutive shifts are scheduled. The Fire Inspector hours shall be forty (40) hours per week.

**\* (e) Hours of Work - Casual**

Casual workers have no regular hours of work. They are called in on an as needed basis as per article **16.06** and shall be scheduled a minimum of four (4) hours. Casual workers can work sixteen (16) hours maximum in a twenty-four (24) hour period at straight time with eight (8) hours on and eight (8) hours off.

**Any hours worked in excess of forty (40) hours in a week shall be paid at applicable overtime rates.**

**\* (f) Hours of Work Inside Workers**

The regular hours of work for Inside Workers shall be seven (7) hours each day, Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m. with one (1) hour from 12:00 noon to 1:00 p.m., being the meal period. The regular work week shall be thirty-five (35) hours per week. Regular hours of the **Procurement Clerk**, **Public Liaison Officer**, **Engineering Technologist**, **Construction Inspector**, **MEO** and any other positions upon the mutual consent of the Union and Employer shall be forty (40) hours of per week.

## 18.02 Overtime

Any hours worked up to midnight after the regular hours of work and shift work as defined in 18.09, shall be paid for at a rate of time and one-half (1½x). Hours worked after midnight and on Sundays excluding shift work and casual workers call-ins, shall be paid for at the rate of double time (2x). Any hours worked on a holiday shall be paid for at the rate of double time (2x), in addition to holiday pay.

## 18.03 Overtime Permanent Seasonal Employees

Any hours worked in excess of eight (8) continuous hours or forty (40) regular hours per week, shall be classed as overtime. Overtime worked on week days and Saturdays will be paid at a rate of time and one half (1½x). Overtime hours worked on Sundays and between 11:30 p.m. and 7:30 a.m., will be paid for at a rate of double time (2x). If a permanent seasonal employee is entitled to holiday pay under Article 16.03, then **they** shall be paid double time (2x) for hours worked on the holiday in addition to holiday pay.

## 18.04 Call-ins

Any employee who is called back to work outside **their** regular working hours shall be paid for a minimum of four (4) hours at regular rates.

## \*18.05 Time Off in Lieu of Overtime

Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a time to be mutually agreed between the employee and **their** supervisor. The employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of the conclusion of the overtime. Should the time off not be given **by year end (or date of layoff for Seasonal employees)**, the employees shall receive pay at the appropriate overtime rate.

## 18.06 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

## 18.07 Pay During Lunch Hour

The Town agrees to pay time and one-half (1½x) when an employee is required to work during the meal hour. A fifteen (15) minute break will be permitted after essential work has been completed. A meal OR meal voucher will be provided to employees who work during the meal hour.

## 18.08 Meals During Overtime

When an employee is required to work unscheduled overtime immediately following their regular shift, they shall receive a meal or meal voucher of twelve dollars (\$12.00) after two (2) hours from the commencement of such overtime if work is still in progress. If scheduled overtime, employees will receive a meal voucher after two (2) hours from

commencement of such work plus fifteen (15) minute rest break prior to start of overtime. On weekends and holidays, a meal voucher will be provided if working beyond four (4) consecutive hours.

\*18.09 Shift Differential

**Shift differential shall apply to any regular hours worked between the hours of 4:30 p.m. and 7:30 a.m. of the following day.** Any shift work scheduled shall be paid a shift differential premium of one dollar (\$1.00) per hour.

- There will be no split shifts, and schedules shall be posted two (2) weeks in advance.
- All employees will be rotated in order so that all shifts, other than the day shift, will be shared equally.
- The Fire Hall rate in Addendum "A" shall be increased by fifty cents (\$0.50) per hour for hours actually worked in lieu of a shift differential.

\*18.10 Sharing of Overtime

**Opportunities** for overtime and callback time shall be divided as equally as possible among employees qualified to perform the available work.

The Employer will not compel an employee to work overtime if another qualified employee is willing to work that overtime and provided that there is no additional cost to the Employer.

The Employer agrees to make every effort to recall employees from layoff or from the recall list before paying overtime rates.

\*18.11 Stand-By Duty

At the Employer's discretion, and with a minimum notice of eight (8) hours, employees may be scheduled for Stand-By Duty between 4:30 p.m. to 12 midnight and 12 midnight to 7:30 a.m. Monday to Friday. Also, employees may be scheduled for Stand-By Duty from 12 midnight to 11:59 p.m. on Saturday, Sunday and/or statutory holidays. Only one (1) employee per classification shall be scheduled for Stand-By Duty at any one time. **However, standby may also apply to multiple employees on the Paint Crew and may be scheduled in eight (8) hour increments for the Paint Crew.**

Employees that reside in the Town of Grand Falls-Windsor shall be provided with transportation when assigned Stand-By Duty. Senior employees shall have first right of refusal for Stand-By Duty.

Employees scheduled for Stand-By Duty under this section will be paid at one (1) hour straight time rate for each eight (8) hours of stand-by duty. Such payments shall be in addition to any overtime payment for work actually performed. **This cannot be banked as time off in lieu.**

This Article applies to Permanent Outside Workers and Municipal Enforcement Officers ONLY, as required by the immediate supervisor. Stand-By Duty does not apply to Employees as described in Article 16.06.

#### 18.12 Mandatory Rest Period

If after working a regular scheduled shift an employee is required to work additional hours between the end of that shift and prior to the commencement of the next regularly scheduled shift such an employee may not be required to report to work until an eight (8) hour break is provided. Each employee so affected will be paid for all hours not required to be worked for such a shift and will be paid for these hours at straight time rates and straight time rates will also be applicable for the remaining hours worked on such a shift. If an eight (8) hour break is not provided, overtime rates will remain in effect. These provisions do not apply to stand-by employees unless they work for six (6) consecutive hours.

#### 18.13 Rest Breaks

The Town agrees that employees will be allowed two (2) fifteen (15) minute breaks during a normal workday. Where possible, such breaks will be taken at the job site.

### **ARTICLE 19 - PAY DURING TEMPORARY TRANSFERS**

#### 19.01 Change in Rate of Pay

When an employee in a position paying a flat rate of pay temporarily substitutes in or performs the principal duties of a higher paying position, **they** shall receive the higher rate. When an employee temporarily substitutes in or performs the principal duties of a position paying a lower rate of pay, **they** shall suffer no reduction in **their** rate of pay.

#### 19.02 Change in Rate of Pay – Higher Classification

An employee who works in a classification rated higher than **their** classification for more than two thirds (2/3) of a calendar year shall be paid the higher rate for all hours worked during the year.

### **ARTICLE 20 - SICK LEAVE**

#### 20.01 Definition

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of any accident for which compensation is not payable under the Worker's Compensation Act.

## 20.02 Length of Leave Earned

Twelve (12) days sick leave per year shall be earned at the rate of one (1) day for every month the employee is employed.

## \*20.03 Accumulation of Leave

Sick leave may be cumulative up to but not exceeding **eighty-five (85)** days.

## \*20.04 Illness of Family Member

In case of illness of an employee's **family member, residing in the same household or in the case of termination of pregnancy of the employee's partner**, where no one, other than the employee can provide for their needs, the employee shall be entitled, after notifying **their** supervisor, to use a maximum of five (5) accumulated sick leave days per illness for this purpose.

## \*20.05 Deduction for Day Taken

The Town agrees a deduction shall be made from accumulated sick leave of all normal working hours (exclusive of holidays) absent for sick leave. Employees leaving work for medical appointment shall, **when possible**, give the Employer twelve (12) hours' notice and submit proof of appointment to their supervisor.

**Maximum hours for appointments to be eight (8) hours per year, without deduction from sick leave. Additional time taken for appointments shall be deducted from the employees' sick leave on an hour for hour basis.**

## \*20.06 Medical Certificate

An employee will be required to produce a certificate from a medical practitioner for any illness in excess of three (3) **consecutive** working days, certifying that **they are** unable to carry out **their** duties due to illness.

## 20.07 Sick Leave During Layoff or Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc. they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff, providing such absence does not exceed twenty-four (24) months.

## 20.08 Sick Leave Records

The Town agrees that immediately after the close of each calendar year, each employee shall review the sick leave records of the Employer and verify that the accumulated sick leave is correct. Any employee is to be advised, on application, of the amount of sick leave accrued to **their** credit.

**\*20.09 Payment of Unused Sick Leave**

The Town agrees that in **January of each year** it will pay employees the value of unused sick leave that was accumulated during the previous year, as requested by the employee, or as required due to the maximum accumulation of eighty-five (85) days as per Article 20.03.

**ARTICLE 21 - BENEFIT PLANS**

**\*21.01 Group Insurance Plan**

The Town agrees that all eligible employees having ninety (90) days service will be covered by an insurance plan as recommended by the Group Insurance Committee as outlined in the Group Insurance Committee LOU. Only employees designated as full time are eligible for LTD. The present plan will remain in effect unless changed by mutual agreement. All eligible Permanent Seasonal employees have the option to enroll in these plans. It is mandatory for all eligible full time permanent employees to enroll in this plan. Casual employees who do not work in excess of fifteen (15) hours per week on a permanent basis are not eligible to enroll in this plan. Short Term Disability will be covered under the existing EI sponsored plan.

**The Employer agrees to cover the current monthly cost of the group insurance plan as follows:**

- **Extended Health coverage: \$145.59 (single); \$436.99 (family)**
- **Dental coverage: \$44.94 (single); \$109.73 (family)**
- **2021 rates of life insurance and long-term disability (vary based on position)**

**Rate stabilization fund:**

**Beginning in January 2022, any premiums higher than the above thresholds will be funded through the creation of a Rate Stabilization Fund. This will be funded by:**

- **Employee contributions of 10% of their applicable benefit premiums; and**
- **Employer contributions of 10% of the employee contributions per above.**

**If there is no requirement to use any portion of the fund after two (2) years of employee contributions, the weekly deduction shall cease, and can be re-established if required.**

**If the Group Insurance Committee determines that the increase in premiums is higher than the amount in the Rate Stabilization Fund, the deficit shall be addressed by one of the following options:**

- **an increase in the Employee contribution rate up to 15%**
- **by recommendation of benefit plan design**
- **by a recommendation of a different employee contribution rate**

- **by some combination of the above.**

Permanent seasonal employees are responsible for 100% group insurance premiums during periods of layoff.

While on long term disability/short term disability (EI Program), an employee shall accumulate seniority. **For employees that receive long-term disability benefits prior to the signing of this agreement, the Employer will continue to pay 100% of the group insurance premiums. For all subsequent long term disability claims, the Employer will pay for the group insurance premiums up to twelve (12) months after an employee is deemed by the LTD carrier to be permanently disabled, after which employees can remain on the plan, however, will be responsible for 100% of the premiums themselves.**

An employee who is no longer deemed disabled under the provisions to the disability income maintenance program shall be placed in **their** former position with the Employer, **unless a determination has been made that the employee is permanently disabled.**

#### \*21.02 Pension Plan

All bargaining unit employees after one (1) calendar year of date of employment shall be enrolled in the Pension Plan. Employees who were not members of the pension plan prior to the January 1, 2010, can elect to remain out of the plan. Contributions will be cost shared at **seven percent (7%)** each from the Employer and employee.

#### \*21.03 Workers' Compensation and EI Sick Benefits

- (a) Employees who apply for Workers' Compensation benefits will receive from the Town, weekly advances equivalent to the expected benefits with the employee assigning **their** benefit cheques to the Town. If for any reason, as a result of such advances, the employee owes money to the Town, such monies shall be deducted from **their** pay upon **their** return to work, at a rate to be mutually agreed by the Union and the Employer.
- (b) Employees off on Workers' Compensation, shall continue to accumulate vacation, sick days, and bonus days to a maximum of one (1) years accumulation.
- (c) Employees off on **EI Sick Benefit**, shall continue to accumulate vacation and bonus days.
- (d) Employees shall not accumulate vacation, sick days and bonus days for time they would normally be laid off.

#### \*21.04 Pre-Retirement

Recognizing the necessity of an employee planning for retirement in order to cope with the many social, psychological and economic pressures and tension of leaving the labour force, the Employer agrees to inaugurate, in consultation and co-operation with

the Union, a Pre-Retirement Counselling Program. **In addition, an employee, upon request, shall be provided information on continuing with the Employer's benefit plan during retirement including costs.**

#### 21.05 Annual Employee Benefit Statement

Annually, the Employer shall provide each employee with an Employee Benefit Statement which shall outline the benefits received and their cost as applicable on the following:

- annual vacation entitlement
- annual sick leave entitlement
- group life entitlements and costs
- dental insurance benefits and costs
- extended health benefits and costs
- income maintenance benefits and costs

### **ARTICLE 22 - CONTRACTING OUT**

#### 22.01 Town Reserves the Right

The Town reserves the right to contract out work as and when it deems necessary for the efficient maintenance and operation of the Town.

#### 22.02 Work Normally Performed by Town Employees

The Town will not contract out work that is normally done by Town Employees.

#### \*22.03 Public Works and Development Department

- (a) The Employer will maintain six (6) full time unionized Parks & Recreation Personnel and one (1) Parks and Recreation Maintenance Personnel positions in the **Public Works and Development** Department as long as two (2) stadia are in operation. (All maintenance other than that specified in the Letter of Understanding Re: Casual Special Event Staff shall be considered bargaining unit work). In the event one of the two stadia close, the number of full-time employees shall be reduced to a minimum of five (5). The Employer agrees that during Cataract Senior Hockey games, **two (2)** employees will be working. It is understood that if no user groups are using a stadium, **employees can be assigned to other duties by their supervisor subject to operational requirements. The Employer will be reasonable in assigning these duties.**
- (b) The Employer agrees that during the life of this contract, there will be thirty (30) full-time positions in the **Public Works and Development** Department **[not including the positions referenced in 22.03(a)]**. Employees on LTD, or WC for a period of eighteen (18) months, will be removed from the full-time compliment. Any vacancies in the full-time public works workforce during the life of this agreement will be filled in accordance with Article 12.

#### 22.04 Fire Hall

The Employer agrees that during the life of this contract, there will be four (4) full-time Fire Hall Dispatchers working at the Fire Department.

#### 22.05 Stadia Operation

The Union recognizes the responsibility and duty of the Stadia to arrange for the performance of public services as efficiently and economically as possible. Subject to this requirement, the stadia will not contract out work or services which would affect the employees on stadia payroll as of January 1, 1993.

The Town agrees that when the Stadium is made available for rentals and/or programming activity a Unionized employee will be scheduled for all hours required by the user group.

### **ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY**

#### 23.01 Cooperation Between Union and Employer

The Union and the Employer shall cooperate in improving regulations which will provide adequate protection to employees engaged in hazardous work.

#### \*23.02 Occupational Health and Safety Committee

A **Health and Safety** Committee shall be established and composed of a minimum of **five (5)** representatives appointed by the Employer and **five (5)** representatives appointed by the Union. Members to the OH&S Committee shall be appointed from **Public Works, Town Office, Parks and Recreation, Fire Hall and Municipal Enforcement.**

#### 23.03 Meetings

The Safety and Health Committee shall meet at least once every three (3) months. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of Minutes of all committee meetings shall be sent to the Employer and to the Union.

#### 23.04 Safety Provisions

With regard to safety measures, employees working on any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing including safety vests. The Employer shall provide a tester for sewer gases as well as a self-contained breathing apparatus.

### 23.05 No Disciplinary Action

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

### 23.06 Accident Reports

The Safety and Health Committee shall receive copies of all accident reports sent to the Workers' Compensation Commission.

### \*23.07 Pay During Time Injured While on Shift

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at **their** regular rate of pay, without deduction from sick leave, unless a Doctor or Nurse states that the employee is fit for further work on that shift. An employee having to leave **their** job because of such injury for further temporary treatment authorized by a Medical **Professional** shall be paid for time lost during regular working hours.

### 23.08 Transportation to Doctor or Hospital

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

### 23.09 Pollution Control

The Employer and the Union agree to limit all forms of environmental pollution. Therefore, the parties affirm, according to their respective responsibilities, their joint objectives to take whatever action is possible to achieve an environment, both at work and in the community, which is pollution free.

### 23.10 First Aid Kits

The Town agrees to provide first aid kits in all mobile units.

### \*23.11 Safety during Excavation Work

When **performing** excavation work, there shall be **an employee** on the surface of the ground to ensure the safety of **staff** engaged in the trench.

### 23.12 Premium Pay for Working on Open Sewage

Plumbers or other employees required to work on an open sewage, shall be paid double time (2x) for all time worked.

This shall not apply in the case of a call in which the premium pay for such call is equal to or in excess of double time (2x).

23.13 Definition of an Open Sewer

Both parties agree that should an employee need to wear protective equipment for health purposes, as defined in the Occupational Health and Safety Act and Regulations and be required to stand in and/or handle sewage, this shall be understood to be work in open sewage and the employee shall be paid the double time (2x) rate for all hours worked in open sewage. Sewer rodder operators shall not be considered working in open sewage and shall not be paid at the double time (2x) rate when operating sewer rodder equipment and doing related duties.

23.14 Confined Spaces

Proper equipment and training to be provided for all employees required to enter confined spaces.

23.15 Working Alone

The Employer agrees to adhere to Occupational Health and Safety Regulations which require a risk assessment to be conducted where a worker is assigned to work alone.

**ARTICLE 24 - CLOTHING AND TOOL ALLOWANCE**

\*24.01 Proper Wearing Apparel to be Provided

The Employer agrees to provide coveralls, safety vests, gloves, **hardhats and safety glasses** to all employees where the nature of the work requires it. The four (4) full time water and sewer personnel and the stadium employees will be supplied with outer winter clothing. In order to have this clothing replaced, the worn items must be returned.

\*24.02 Safety Clothing

**Effective January 2022**, the Employer agrees to provide the following articles at a cost of twenty-five percent (25%) to the employee:

<u>Item</u>	<u>Quantity</u>	
Leather Safety Boots	1 pair per year	<b>\$250</b>
Rubber Safety Boots	1 pair <b>every 2</b> years	<b>\$150</b>
Rubber Clothes	1 pair <b>every 2</b> years	<b>\$150</b>
Outer Winter Clothes	1 pair per year	<b>\$200</b>

Each employee shall be allowed to take advantage of this offer once during any twelve (12) month period. Casual employees will be allowed to take advantage of this article once initially and replacement items will be issued on a pro-rata basis according to the employee's hours of work. Employees who work on the asphalt and concrete crews shall be entitled to replacement leather safety boots every nine (9) months. Mechanics shall be allowed replacement leather safety boots every nine (9) months. Water and Sewer personnel who damage leather/rubber boots at the job site, shall have them replaced by the Employer. Seasonal employees can receive clothing allowance in January of each year. Allowance will be pro-rated based on days worked in previous year.

### 24.03 Allowance for Tools

- (a) The Employer shall supply all tools and equipment required by employees in the performance of their duties with the exception of mechanic's and electrician's tools. In this case, replacement will be made by producing the worn or broken tool.
- (b) A tool allowance of four hundred (\$400) per year shall be paid to mechanics and electricians as compensation for supplying **their** own tools for **their** sole use. This allowance shall be paid by January 31<sup>st</sup> in each year.

### \*24.04 Municipal Enforcement Officers, Animal Control, Fire Hall Clothing

Employer agrees that the **Municipal Enforcement Officers** and **Municipal Enforcement** /Animal Control Officers and Safety Officer and Fire Inspector as well as Fire Hall **Dispatch**, will continue to receive uniforms and safety wear. All items will be issued to employees in January of each year and will include the following items:

<b>Item</b>	<b>MEO / Animal Control</b>	<b>Firehall Dispatch</b>	<b>Fire Inspector</b>
Pants	<b>3 annually</b>	<b>3 annually</b>	<b>3 annually</b>
Shirts	<b>3 annually (staff to choose long/short)</b>	<b>0</b>	<b>3 annually (staff to choose long/short)</b>
Duty Belt (MEO) or Uniform Web Belt (Firehall)	<b>As needed*</b>	<b>As needed*</b>	<b>As needed*</b>
Sweater or Job Shirt	1 annually	1 annually	1 annually
Jacket	<b>1 per contract</b>	<b>0</b>	<b>1 per contract</b>
Polo Shirt	As needed* (High Visibility)	3 annually	As needed*
<b>Safety Shoes or Light Duty Safety Boots</b>	<b>Annually</b>	<b>Annually</b>	<b>Annually</b>
<b>Winter Insulated Boots</b>	<b>1 every two years</b>	<b>0</b>	<b>1 every two years</b>
Outside Winter Work Jacket	<b>1 every two years</b>	<b>As needed</b>	<b>1 every two years</b>

**\*When "as needed" is referenced above it means clothing will be provided at least once per the life of the contract, however, will be replaced or repaired as needed, assuming the old/worn item is returned.**

**\*24.05 Prescription Safety Glasses**

- 1) Employees who wear prescription glasses and are required to wear safety glasses at their job are eligible.
- 2) Employees can receive one (1) pair of safety glasses every two (2) years.
- 3) Eye examinations are not covered under the plan. Your eye exam is covered under your group insurance.
- 4) Safety glasses must have permanent (non-moveable) side shields.
- 5) **Employer** will cover up to a maximum of \$220.00 a pair.
- 6) Safety glasses must meet necessary Occupational Health and Safety regulations for employee's job duties.
- 7) Employer agrees to repair or replace safety glasses broken on the job.

**\*24.06 Medical for Driver's License**

**Employees that are required to undergo medical examinations in order to maintain an applicable class of driver's license or endorsement that is a requirement for their employment (with the exception of Class 5), shall be reimbursed, upon submission of a receipt, for the cost of such examinations.**

**ARTICLE 25 - WAGE RATES**

**\*25.01 Effective January 1, 2021 – \$750 settlement payment per employee**

**Effective January 1, 2022 – 1.5%**

**Effective January 1, 2023 – 1.5%**

**Effective January 1, 2024 – 1.5%**

**Effective January 1, 2025 – 2%**

**See Addendum "A" and "B" attached.**

**\*25.02 Equal Pay for Equal Work**

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

**\*25.03 Lead Hand Rate**

The Union recognizes that not all assigned work to various crews require a Lead Hand. All staff shall complete work as assigned by the Employer efficiently.

The Employer may assign a Lead Hand for any work as required. Lead Hand responsibilities and qualifications will be determined by the Employer. An employee will be selected as a Lead Hand based on seniority and capabilities and the Lead Hand shall work in conjunction with the supervisor to ensure work is completed as required.

**The Lead Hand shall have the authority to direct the work.**

Lead Hands will be assigned on the Concrete and Asphalt Crews upon the summer recall (May-October). At the Employer's discretion, Lead Hands may be assigned at other Public Works Projects/Jobs if required by the immediate supervisor. However, these projects MUST have six (6) or more employees assigned to the task.

When an employee is assigned as a Lead Hand the employee shall be paid one dollar (\$1.00) per hour above the employee's normal rate.

#### 25.04 Wage - Chief Mechanic

Chief Mechanic rate to be set at the Mechanic I rate plus \$1.00.

### **ARTICLE 26 - JOB DESCRIPTIONS**

#### \*26.01 Job Descriptions

- (a) **The Employer agrees to draw up job descriptions for all job classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union and the parties shall have a period of four (4) weeks designated for consultation. Following that period, the job description shall become final and will be recorded in the Job Description Manual. The Employer and the Union agree to review the existing Job Description Manual within one (1) year of the signing of this agreement.**
- (b) **Once the above process is completed, any further amendments proposed to a job description shall be by mutual agreement. In the event the parties are unable to agree on the amendments or wage rate assigned (if a change in wage rate is proposed), the matter may be submitted to grievance/arbitration. The existing job description will remain in effect, until the new job description is mutually agreed.**

#### 26.02 No Classifications to be Eliminated

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

#### \*26.03 Changes in Duties

When the duties in any **job description** are changed, or where the Union and/or an employee feels **they are** unfairly or incorrectly classified, or when a re-classification is requested by an employee, or when a **bargaining unit** position not covered in Addendum "C" is established during the term of this Agreement, **it will follow the process as set out in the Job Evaluation LOU. The rate of pay shall be determined by the classification scale that is negotiated between the Union and the Employer.** Any increase resulting from a requested re-classification will become retro-active from the time of that the most recent request was received by the Employer.

In the event that a position is reclassified downward the rate of the incumbent shall be green-circled.

#### 26.04 Emergency Assignment of Work

In cases of emergency or when there is no work available in an employee's own classification, the Employer may assign the employee to perform work of another classification provided the employee is qualified and able. The Employer shall exercise its right in a fair and reasonable manner.

#### \*26.05 Classification Established to be Negotiated

**Any job classification, coming within the scope of the bargaining unit that is to be included in Addendum "C", which may be established during the life of this Agreement, or not negotiated on during the period of negotiations on this Agreement, shall be subject to the process as set out in the Job Evaluation Letter of Understanding.**

**Wage rates for new positions to be included in Addendum "A" shall be subject to negotiations between the parties.**

### **ARTICLE 27 - TECHNOLOGICAL CHANGES**

#### \*27.01 Notice of Changes

Three (3) months before the introduction of any technological change or method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change.

Any such change shall be made only after the Union and the Employer have **thoroughly** discussed such change and **any potential impact on employees.**

#### 27.02 Transfer Arrangements

An employee who is displaced from **their** job by technological change or improvements, will be given the opportunity to fill other positions according to seniority.

#### 27.03 No New Employees

No additional employees shall be hired by the Employer until the employees already working, shall be notified of the proposed technological change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

## ARTICLE 28 - PRESENT CONDITIONS AND BENEFITS

### \*28.01 Continuation of Acquired Rights/Amalgamation/Merger Protection

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees and **parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the agreement for negotiation.**

### 28.02 Proper Accommodation

Proper accommodation shall be given for employees to have their meals and store and change their clothes.

### 28.03 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### 28.04 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess, shall continue to be enjoyed and possessed in so far as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

## ARTICLE 29 - COPIES OF AGREEMENT

### \*29.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and **their** rights and obligations under it. For this reason, the Employer shall print sufficient **pocket size** copies of the Agreement **and the Union will pay fifty percent (50%) of the cost.**

## ARTICLE 30 - ENFORCEMENT AND TERMINATION

### \*30.01 Duration

This Agreement shall be binding and remain in effect from January 1<sup>st</sup>, **2021** to December 31<sup>st</sup>, **2025** and shall continue from year to year thereafter unless either party gives to the other party notice in writing by October 1<sup>st</sup> in any year that it desires its termination or amendment.

### 30.02 Changes in Agreement

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

### \*30.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other **that they wish to engage in collective bargaining**. Within twenty (20) working days of receipt of such notice by one party, the other party, is required to enter into negotiations for a new agreement.

### 30.04 Agreement to Continue in Force

Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike or lockout accrues, whichever occurs first. If negotiations extend beyond the termination of this Agreement, any revision in terms mutually agreed upon shall apply retroactively to the date of termination.

### \*30.05 Retroactive Pay for Terminated Employees

Any employee who has severed **their** employment between the termination date of this Agreement and the effective date of the new Agreement, shall receive the full retroactivity of any increased wages, for the hours worked during the period between the termination of this Agreement and the termination of employment. This shall not apply to employees who were terminated under Article **9.02** or otherwise dismissed for cause.

### 30.06 Retroactivity

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

## **ARTICLE 31 - PAYROLL**

### \*31.01 Payroll


The Employer agrees that during the life of this agreement payroll will be processed weekly **and via direct deposit**.

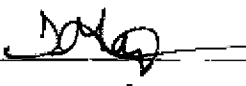
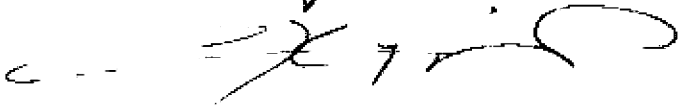
IN WITNESS WHEREOF the parties hereto have caused these present to be executed in accordance with their respective regulations.

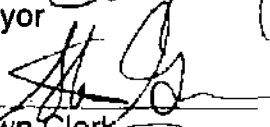
Dated this 21 day of September 2022

SIGNED ON BEHALF OF THE  
TOWN OF GRAND FALLS-WINDSOR

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  


  
\_\_\_\_\_  
Town Clerk

  
\_\_\_\_\_  
National Representative

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
Witness to above Signatures

  
\_\_\_\_\_  
Witness to above Signatures

## ADDENDUM "A"

	2021 \$750.00	2022 1.50%	2023 1.50%	2024 1.50%	2025 2.00%
<b><u>Public Works</u></b>					
Labourer	26.59	26.99	27.39	27.80	28.36
Water & Sewer Helper	27.76	28.18	28.60	29.03	29.61
Utility Man	27.52	27.93	28.35	28.78	29.35
Garbage Operator	27.80	28.22	28.64	29.07	29.65
Sweeper Operator	27.52	27.93	28.35	28.78	29.35
Sign Maintenance Man	27.52	27.93	28.35	28.78	29.35
Water & Sewer Maintenance Man	28.14	28.56	28.99	29.43	30.01
Mechanic 1	29.89	30.34	30.79	31.26	31.88
Chief Mechanic	30.89	31.34	31.79	32.26	32.88
Winter Shift Worker	27.87	28.29	28.71	29.14	29.73
Operator II	27.87	28.29	28.71	29.14	29.73
Operator I	28.14	28.56	28.99	29.43	30.01
Truck Driver I	27.52	27.93	28.35	28.78	29.35
Truck Driver II	27.22	27.63	28.04	28.46	29.03
Aquatec Operator	27.87	28.29	28.71	29.14	29.73
Electrician	29.26	29.70	30.14	30.60	31.21
<b><u>Parks and Recreation</u></b>					
Parks and Recreation Personnel	26.59	26.99	27.39	27.80	28.36
Parks and Recreation Main. Personnel	27.37	27.78	28.20	28.62	29.19
Landscape Gardener	26.91	27.31	27.72	28.14	28.70
Ticket Seller	20.84	21.15	21.47	21.79	22.23
<b><u>Fire Hall</u></b>					
Fire Hall Operators	26.59	26.99	27.39	27.80	28.36
Fire Inspector (Job Class 3)	Addendum	"B"			

\*\* W/S Maintenance Man- Shall receives \$1.00 per hour upon achievement of Journeyman status.

This addition will be applied to all overtime rates, holiday pay and pension. \*\*

\*\* Carpentry work requiring journeyman status will receive an additional \$1.00 per hour\*\*

\*\* Operators to be paid premium of \$0.75 per hour if assigned Grader, Dozer, vehicle requiring a Class 1 Driver's License\*\*

**All employees will receive a \$750 bonus for 2021 employment year.**

**ADDENDUM "B"**

**Salary Schedule January 1, 2021**

<b><u>STEP</u></b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>
<b>CLASS</b>			<b>2021</b>		
1	45340	46025	46743	47459	48398
2	48832	49645	50455	51264	52073
3	52317	53412	54506	55599	56691
4	58534	60082	61634	63180	64732
			<b>2022</b>		
1	46020	46715	47444	48171	49124
2	49564	50390	51212	52033	52854
3	53102	54213	55324	56433	57541
4	59412	60983	62559	64128	65703
			<b>2023</b>		
1	46710	47416	48156	48893	49861
2	50308	51146	51980	52813	53647
3	53898	55026	56153	57279	58404
4	60303	61898	63497	65090	66689
			<b>2024</b>		
1	47411	48127	48878	49627	50609
2	51063	51913	52760	53606	54452
3	54707	55852	56996	58139	59281
4	61208	62826	64449	66066	67689
			<b>2025</b>		
1	48359	49090	49856	50619	51621
2	52084	52951	53815	54678	55541
3	55801	56969	58136	59301	60466
4	62432	64083	65738	67387	69043

**All classifications will receive a \$750 bonus for 2021 employment year**

## ADDENDUM “C”

### Classifications – Inside Workers

<u>Title</u>	<u>Job Class</u>
Receptionist/Cashier	2
<b>Corporate Services Clerk</b>	2
Mun. Enforcement/Animal Control	3
Administrative Clerk - PLO Clerk	2
Accounting Clerk - Asset Management	3
<b>IT Systems Administrator</b>	2
Administrative/Receivable Clerk	2
Executive Secretary - Mayor	2
Accounts Payable Clerk	2
Planning/ GIS Tech	3
<b>Engineering Administrative Assistant</b>	3
<b>Taxation Clerk</b>	3
<b>Procurement Clerk</b>	3
Construction Inspector	4
<b>Engineering Technologist</b>	3
Municipal Enforcement Officer	3
Occupational Health & Safety Officer	3
Fire Inspector	3
Capital Occupational Health & Safety Officer	2
Assistant Construction Inspector	3
Park & Recreation Administration Assistant	2

**Fire Hall Operators hourly rate: 2021(26.59); 2022(26.99); 2023(27.39); 2024(27.80); 2025(28.36)**  
**Fire Hall want to remain in Addendum A**

**\*\*\*Subject to Job Description Manual Review\*\*\***

**ADDENDUM "D"**

Date: \_\_\_\_\_

Canadian Union of Public Employees  
1375 St. Laurent Boulevard  
Ottawa, Ontario K1G 0Z7

Attention: Ms. Candace Rennick  
National Secretary-Treasurer

Dear Ms. Rennick:

RE: Deduction of Union Dues

Enclosed please find a cheque in the amount of \$\_\_\_\_\_ for Local 1349 of the Canadian Union of Public Employees. Said cheque covers the month(s) of \_\_\_\_\_, 20\_\_.

Local 1349 had \_\_\_\_\_ full-time members and \_\_\_\_\_ part-time members in the month of \_\_\_\_\_, 20\_\_.

The Union dues structure of Local 1349 is as follows:

\_\_\_\_\_  
\_\_\_\_\_.

The total regular wages paid during the month was \$\_\_\_\_\_.

Enclosed are two lists of names, the hours worked by each individual, and the amount of Union dues deducted from the above members of this Local.

\_\_\_\_\_  
Town of Grand Falls-Windsor

\_\_\_\_\_  
Address

Attach.  
c.c. Secretary-Treasurer, CUPE Local 1349

**ADDENDUM "E"**

Mr. Jody Bishop  
Human Resources Officer  
Town of Grand Falls-Windsor  
Grand Falls-Windsor, NL A2A 2J8

Dear Sir:

Please provide me with copies of all job postings while I am off on illness/disability or Workers' Compensation.

Please forward these notices to the following address:

Name: \_\_\_\_\_

Box/Street: \_\_\_\_\_

Town: \_\_\_\_\_

Province: \_\_\_\_\_

I trust this to be satisfactory for your needs.

Sincerely Yours,

\_\_\_\_\_  
Signature

## **ADDENDUM "F"**

### **Excluded positions from bargaining unit**

**Business/Economic Development Officer**  
**CAO Executive Assistant**  
**Chief Administrative Officer (CAO)**  
**Chief Municipal Enforcement Officer**  
**Communications Officer**  
**Deputy Town Clerk**  
**Director of Community Services**  
**Director of Corporate Services**  
**Director of Public Works and Development**  
Fire Chief  
**Human Resources Manager**  
Human Resources Officer  
**Leisure Services Officer**  
**Manager of Development**  
Manager of Economic Development  
**Manager of Finance**  
Manager of Leisure Services  
**Manager of Public Works**  
**Parks & Recreation Supervisor**  
**Public Works Supervisor**  
**Public Works Supervisor - Seasonal**  
**Security & Special Events Coordinator**  
Special Events Staff  
**Water & Sewer Supervisor**

**The Employer and Union agree that the Administrative Assistant for Recreation will become a member of the Bargaining Unit, effective date of signing this agreement. It is also agreed that the Administrative Assistant for Mayor/Town Clerk will be removed from the Bargaining Unit, effective date when present employee is no longer employed by the Town of Grand Falls-Windsor.**

**LETTER OF UNDERSTANDING**

**BETWEEN  
THE TOWN OF GRAND FALLS-WINDSOR  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

**RE: UNION EXECUTIVE**

Whereas the executive of the local may be employees of the Town of Grand Falls-Windsor, they may from time to time represent the interests of other towns. When this involves taking time off work, Article 7.04 will regulate the absence and Local 1349 will be billed and pay for the wages paid for such absence.

It is understood this Letter of Understanding is part of the Collective Agreement in force between the Town of Grand Falls-Windsor and the Canadian Union of Public Employees, Local 1349.

Dated this 21 day of September, 2022

SIGNED ON BEHALF OF THE  
TOWN OF GRAND FALLS-WINDSOR

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349

Bay Mand  
Mayor  
[Signature]  
Town Clerk  
[Signature]  
Chief Administrative Officer

[Signature]  
[Signature]  
[Signature]  
National Representative

[Signature]  
Witness to above Signatures

[Signature]  
Witness to above Signatures

**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF GRAND FALLS-WINDSOR  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

RE: TRACKING MACHINE

Whereas, the Town of Grand Falls-Windsor has purchased a tracking machine for the purpose of grooming cross country ski trails, the Town agrees that this machine will be operated by a Unionized employee.

It is understood this Letter of Understanding is part of the Collective Agreement in force between the Town of Grand Falls-Windsor and the Canadian Union of Public Employees, Local 1349.

Dated this 21 day of September, 2022

SIGNED ON BEHALF OF THE  
TOWN OF GRAND FALLS-WINDSOR

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349

  
\_\_\_\_\_

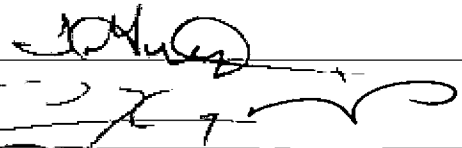
Mayor

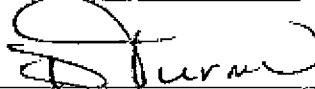
  
\_\_\_\_\_

Town Clerk


  
\_\_\_\_\_

Chief Administrative Officer

  
\_\_\_\_\_

  
\_\_\_\_\_

National Representative

  
\_\_\_\_\_

Witness to above Signatures

  
\_\_\_\_\_

Witness to above Signatures

**LETTER OF UNDERSTANDING**  
BETWEEN  
THE TOWN OF GRAND FALLS-WINDSOR  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349

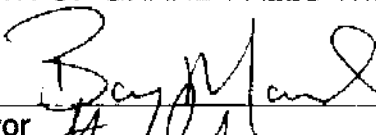

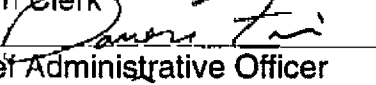

**RE: STUDENT SEASONAL RECREATION STAFF**

The Town of Grand Falls-Windsor and CUPE 1349 recognize the importance of hiring summer students to assist with programs and duties within the Recreation Department. Student seasonal recreation staff will not be hired before other employees who may be on layoff provided the student seasonal recreation staff are only used to operate summer programs. The following are other duties to be carried out by student summer recreation staff when all employees in layoff are back to work.


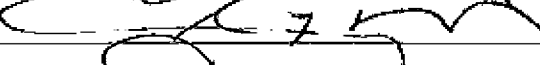
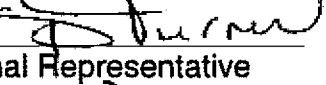
- 1) Pick up garbage in all recreation facilities, excluding Stadium.
- 2) Clean washrooms in all recreation facilities, excluding Stadium.
- 3) Clean sporting clubhouse daily.
- 4) Clean portable toilets.
- 5) Set up, and transport picnic tables and garbage cans, for the Recreation Department events and activities.
- 6) Set up tables and chairs for Town and outside group special events. Union Employees will be responsible to transport tables and chairs to special event locations and initial set up at any stadium event.
- 7) Assist Union workforce when required but only following consultation with the Union staff.
- 8) When summer program ends, Union workforce will complete these tasks as required.

Dated this 21 day of September, 2022

SIGNED ON BEHALF OF THE  
TOWN OF GRAND FALLS-WINDSOR

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Town Clerk  
  
\_\_\_\_\_  
Chief Administrative Officer  
  
\_\_\_\_\_  
Witness to above Signatures

SIGNED ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES, LOCAL  
1349

  
\_\_\_\_\_  
  
\_\_\_\_\_  
National Representative  
  
\_\_\_\_\_  
Witness to above Signatures

**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF GRAND FALLS-WINDSOR  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

**RE: EARLY RETIREMENT ASSISTANCE**

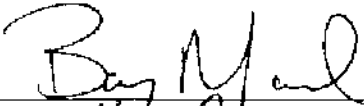
The Town of Grand Falls-Windsor agrees that for the life of this contract, in an effort to assist employees to retire early, it will provide early retirement financial assistance. Persons who have a minimum seniority of twenty (20) years and are not eligible to retire without penalty and are ineligible for unreduced pension from the DB plan will be eligible for an \$800 per month or \$500 per month plus group insurance, early retirement supplement. This supplement is available at age 62 and will terminate on the retiree's 65<sup>th</sup> birthday. Employees who attain age 60 may elect to receive this benefit on a pro-rated basis.

**The Town recognizes the following employees who would be eligible under this clause:**

- Roger Waugh
- John Burke

Dated this 21 day of September, 2022

SIGNED ON BEHALF OF THE  
TOWN OF GRAND FALLS-WINDSOR



Mayor

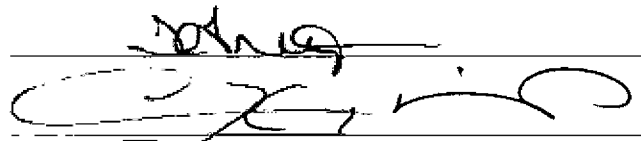


Town Clerk



Witness to above Signatures

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349



National Representative



Witness to above Signatures

**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF GRAND FALLS-WINDSOR  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

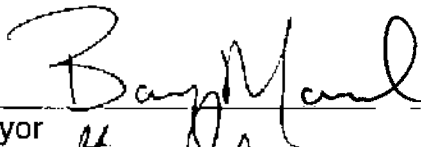
RE: SENIORITY AND WORK ASSIGNMENT

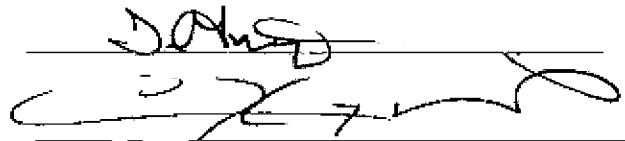
The Employer recognizes the principal of seniority and the Union recognizes the rights of Management to direct the workforce efficiently and effectively in assigning equipment and jobs within the respective classifications.


Dated this 21 day of September, 2022

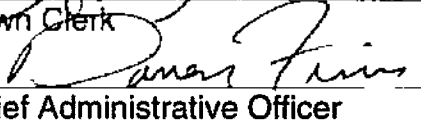
SIGNED ON BEHALF OF THE  
TOWN OF GRAND FALLS-WINDSOR

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349


  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
National Representative

  
\_\_\_\_\_  
Town Clerk

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
National Representative

  
\_\_\_\_\_  
Witness to above Signatures

  
\_\_\_\_\_  
Witness to above Signatures

**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF GRAND FALLS-WINDSOR  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

**RE: WATER AND SEWER MAINTENANCE STAFF**

The Employer and the Union recognizes the importance of having trained staff to perform the maintenance, and inspection of the Town water and sewer infrastructure as per the permit issued by the Department of Environment and Conservation.

To ensure we have a compliment of trained staff, the Employer agrees to have two (2) trained water and sewer maintenance men and the electrician assigned to carry out inspection and maintenance as required.

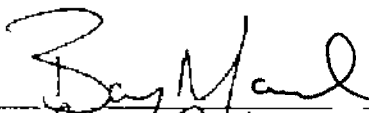
The Employer also agrees that the existing water and sewer maintenance helper enrolled in the plumbing course, be upgraded to water and sewer maintenance man, but continue to work with the existing water and sewer maintenance man.

The Employer also agrees to post internally for a replacement water and sewer maintenance man from within the bargaining unit. The successful applicant will be required to enroll, complete the plumbing course through ICS. The Employer agrees to cover the cost of training and the employee agrees to complete the course on his or her time.

Dated this 21 day of September, 2022

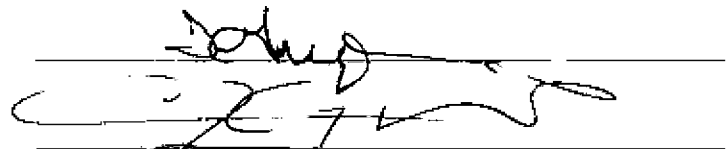
SIGNED ON BEHALF OF THE  
TOWN OF GRAND FALLS-WINDSOR


SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Town Clerk

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
National Representative

  
\_\_\_\_\_  
National Representative

  
\_\_\_\_\_  
Witness to above Signatures

  
\_\_\_\_\_  
Witness to above Signatures

**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF GRAND FALLS-WINDSOR  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

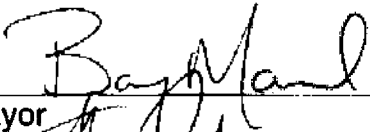
RE: MOU ON FEDERAL/PROVINCIAL GRANTS AND STUDENTS

It is agreed that during the life of this contract, the Union shall continue to support Federal Government Employment Grants and work Term Students according to Article 3.02. It is also agreed that students for roadside litter cleanup and flag person positions, can be hired when all public works personnel are recalled, and all Unionized positions are filled.

Dated this 21 day of September, 2022

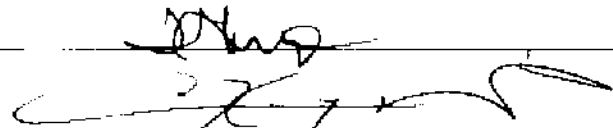
SIGNED ON BEHALF OF THE  
TOWN OF GRAND FALLS-WINDSOR

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349

  
\_\_\_\_\_  
Mayor

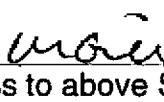
  
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Town Clerk

  
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Chief Administrative Officer

  
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\_\_\_\_\_  
National Representative

  
\_\_\_\_\_  
Witness to above Signatures

  
\_\_\_\_\_  
Witness to above Signatures

**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF GRAND FALLS-WINDSOR  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

**RE: TEMPORARY FILLING OF POSITIONS VACATED DUE TO LTD AND WORKERS  
COMPENSATION**

It is agreed that during the life of the Collective Agreement positions that have been vacated due to LTD or Workers Compensation shall be filled on a temporary basis once **six (6)** weeks have elapsed. **This shall only apply to employees covered by Addendum "C".**

Dated this 21 day of September, 2022

SIGNED ON BEHALF OF THE  
TOWN OF GRAND FALLS-WINDSOR

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349

Raymond  
Mayor

[Signature]

[Signature]  
Town Clerk

[Signature]

[Signature]  
Chief Administrative Officer

[Signature]  
National Representative

[Signature]  
Witness to above Signatures

[Signature]  
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**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF GRAND FALLS-WINDSOR  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

RE: CASUAL SPECIAL EVENT STAFF

This will confirm the agreement reached on this date regarding Article 3.03 of the Collective Agreement. Casual special event staff shall carry out the following duties.

- 1) Provide security for all **Town** events.
- 2) Take tickets at **Town** events.
- 3) Transport and BBQ food for **Town** special events.
- 4) Put up signage for Town special events.
- 5) Set up and take down bouncy castle and generators for Town special events.
- 6) Set up and rearrange tables, chairs, and barricades for Town and outside group special events. Union employees will be responsible to transport tables, chairs, and non-wooden barricades to special event locations and initial set up at any stadium event.
- 7) Set up wooden barricades for Town special events.
- 8) Set up and clean dishes/cutlery for Town special events.
- 9) Set up and transport PA system and podium for Town special events.
- 10) Clean up garbage after special events, excluding stadium.
- 11) Parking/roadblock/traffic control at special events.

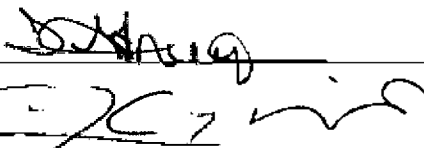
The Employer and Union agree that if bouncy castles are used when Unionized staff are in layoff, two Union employees will be called to erect/remove bouncy castles. Special event staff will continue to operate and supervise users.

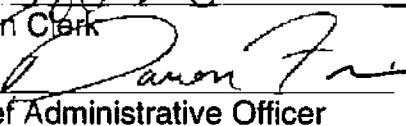
Dated this 21 day of September, 2022

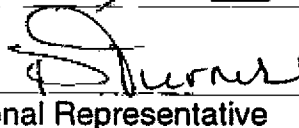
SIGNED ON BEHALF OF THE  
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EMPLOYEES, LOCAL 1349

  
\_\_\_\_\_  
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\_\_\_\_\_  
National Representative

  
\_\_\_\_\_  
Chief Administrative Officer

  
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National Representative

  
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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE TOWN OF GRAND FALLS-WINDSOR**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

**RE: CALL-IN FOR HIGH PRESSURE SEWER/VACUUM TRUCK OPERATORS**

The Town of Grand Falls-Windsor and CUPE Local 1349 recognize that the operation of the High Pressure Sewer/Vacuum Truck requires qualified operators for the efficient and safe use of the equipment.

- 1) The truck is to be used by trained or qualified operators only. A helper can accompany one trained or qualified operator.
- 2) There will be two (2) seasonal positions established for the High Pressure Sewer/Vacuum Truck which will operate from May to October during typical recall/layoff dates.
- 3) All Call-In's for the use of the High Pressure Sewer/Vacuum Truck after regular hours will be assigned to the designated Seasonal High Pressure Sewer/Vacuum Truck Operator(s). Only one (1) of the seasonal operators will be required to be called in to operate the truck and another employee can assist as needed.
- 4) If the Seasonal High Pressure Sewer/Vacuum Truck Operator(s) are not available when contacted, another trained or qualified operator can be called in to operator the truck.
- 5) During the off season, if the truck is required to be operated, the Town agrees to utilize only trained or qualified operators. In addition, the following shall apply for work after regular hours:
  - (a) If the Supervisor determines the job task requires the High Pressure Sewer/Vacuum Truck to be operated in excess of one point five (1.5) hours, one (1) of the Seasonal High Pressure Sewer/Vacuum Truck Operators must be called in to operate.
  - (b) If the Supervisor determines the job task requires the High Pressure Sewer/Vacuum Truck to be operated less than one point five (1.5) hours, the trained Winter Shift Worker or another trained/qualified operator may use the truck as needed.
  - (c) If the Supervisor initially determined that the High Pressure Sewer/Vacuum Truck would operate less than one point five (1.5) hours but it actually was needed in excess of one point five (1.5) hours, the designated Seasonal High Pressure Sewer/Vacuum Truck Operator who ought to have been called shall receive **four (4)** hours of call-in at straight time as compensation for not getting the call. No other compensation will be required regardless of the hours worked.
  - (d) If the designated Seasonal High Pressure Sewer/Vacuum Truck Operator(s) were called but are unavailable, any other trained or qualified operator shall use the truck and no compensation is required as per (c) above.

- (e) In the case of an emergency or requirement of immediate response, the Supervisor shall utilize any qualified or trained operator at their immediate disposal. However, after the initial response, the Supervisor shall assess and determine if (a) or (b) applies and address as needed.
- 6) The following will apply in the off season during regular hours (not including annual flushing program):
- (a) If the High Pressure Sewer/Vacuum Truck is anticipated to be used for any purpose during regular hours, it will be assigned to a trained or qualified operator that is scheduled to work that day provided the Union received notification from the **Manager** of Public Works or delegate by 4:30 p.m. of the day prior to the work being completed. If the work is to be completed on Monday (or day after a statutory holiday), notification must be provided by 4:30 p.m. the previous Friday (or regular workday immediately prior to the holiday).
  - (b) Notification must be in person, by text or by email to the shop steward of Public Works employees.
  - (c) If notification was not given for the use of the High Pressure Sewer/Vacuum Truck as noted in 6(a) and 6(b) above, the following shall apply:
    - (i) If the High Pressure Sewer/Vacuum Truck is required during regular hours in the off season for up to one point five (1.5) consecutive hours, it will be assigned to a trained or qualified operator that is scheduled to work that day. If it is required beyond one point five (1.5) consecutive hours, one (1) of the Seasonal High Pressure Sewer/Vacuum Truck Operator(s) shall be called in to operate the truck.
    - (ii) If the High Pressure Sewer/Vacuum Truck was used beyond one point five (1.5) consecutive hours and one (1) of the Seasonal High Pressure Sewer/Vacuum Truck Operator(s) was not called as noted in 6(c)(i) above, the High Pressure Sewer/Vacuum Truck Operator who ought to have been called shall receive four (4) hours of call-in at straight time as compensation for not getting the call. No other compensation will be required regardless of the hours worked.
    - (iii) In 6(c)(i) or 6(c)(ii) above, if the Seasonal High Pressure Sewer/Vacuum Truck Operator(s) is unavailable, another trained or qualified operator currently on shift can operate the truck as required and no other compensation is required.
- 7) The two (2) Seasonal High Pressure Sewer/Vacuum Truck Operators are to be used during the flushing program for the Town annually, regardless of seniority. This includes any extension to the flushing program either by early recall in the spring or a later layoff in the fall.
- 8) Regular hours are defined as 7:30 a.m. to 4:30 p.m., Monday to Friday, exclusive of statutory holidays.

- 9) To ensure safe operation of the High Pressure Sewer/Vacuum Truck and to maintain productivity, only one operator shall be permitted to leave the position at a time. A minimum of one (1) season (May-October) of overlap is required between an experienced operator and a new operator of the High Pressure Sewer/Vacuum Truck before an operator can leave the position for a new town position unless there is mutual agreement for switching to another trained operator.

Dated this 21 day of September, 2022

SIGNED ON BEHALF OF THE  
TOWN OF GRAND FALLS-WINDSOR

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349

Bay Mal  
Mayor

[Signature]

[Signature]  
Town Clerk

[Signature]

[Signature]  
Chief Administrative Officer

[Signature]  
National Representative

[Signature]  
Witness to above Signatures

[Signature]  
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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE TOWN OF GRAND FALLS-WINDSOR**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

**RE: JOB EVALUATION**

It is agreed that within 6 months of signing this collective agreement, the Employer will undertake a review of inside worker positions (the Firehall Dispatchers will also be included). This work will be completed by the Job Evaluation Committee, which consists of one (1) member appointed by the Employer, and one (1) Union representative. The Union shall appoint one (1) alternate to the committee to be used when required. The Committee will initially rate the positions using the scoring tool as per the Job Evaluation Manual provided by CUPE National in 2019, following the same eight (8) steps outlined in the reclassification procedure below. The weighting for each factor is outlined as follows:

Knowledge	15%	Accountability	10%
Experience	15%	Safety of Others	5%
Complexity/Judgement	20%	Leadership of Others	5%
Concentration	5%	Contacts	10%
Physical Activity	5%	Environment	5%
Equipment Operation	5%		

Once all positions are rated: Each classification level will contain 5 steps, which will be negotiated by the Employer and the Union, with the following parameters:

- For all existing jobs, the salary for the top classification level after this work has been completed will be no higher than the current class 4-step 5 amount (plus applicable annual increases). The Employer may create a position that results in a rating higher than the current maximum classification, and the salary for that new classification will be negotiated between the parties.
- The existing rates (plus annual increases) will remain in effect until the new rates have been agreed upon and implemented.

**Moving forward, the process for reclassifications will be as follows:**

- Employees requesting reclassification reviews should request it in writing to the Job Evaluation Committee. There will be a "Reclassification Request" form available from the Committee.

- Reclassification requests must state that some aspect of the job has permanently changed since being last rated and indicate how. An employee may not request a review of a job that has duties that are temporarily assigned. The request should indicate which factor(s) an employee is appealing, the rating requested, and the reason for the rating requested. If this qualifying criteria has not been met (or if there has been another reclassification request in the past two years without any substantial change in duties), any subsequent job description questionnaire will not be processed.

**If the Committee determines that the application for classification review meets the criteria for a review, the process will be as follows:**

- Step 1: Employee fills out a job description questionnaire and submits to their supervisor for review and comment.
- Step 2: Once reviewed and signed by both employee and supervisor, the questionnaire is submitted to the employee's Department Head for signature. Once approved, the questionnaire is submitted to the Job Evaluation Committee for review.
- Step 3: The Job Evaluation Committee will rate the position as per the above point scale. The committee will consult with the employee, and their supervisor or Department Head as required during the rating process.
- Step 4: The Job Evaluation Committee will then meet with the employee, their supervisor, and a representative from the Union to go through the ratings and give an opportunity for the parties to provide their input and/or feedback.
- Step 5: The Job Evaluation Committee will consider the feedback from the meeting in Step 4 and perform a final review of the ratings and render a decision.
- Step 6: The Job Evaluation Committee will present results to the CAO for final approval.
- Step 7: Upon response from the CAO, the applicant employee will be advised of the outcome and the job description will be updated (if necessary). Should the CAO not agree with the committee's rating, the CAO shall provide reasons in writing and the Union may file an appeal.
- Step 8: Where a job description is determined appropriate for updating, the Job Evaluation Committee will edit the existing job description and provide a copy to the Union. The Union will have two weeks to provide input and/or feedback on the updated job description.

The Committee will then consider any changes proposed by the Union and will finalize the job description.

Appeal procedure:

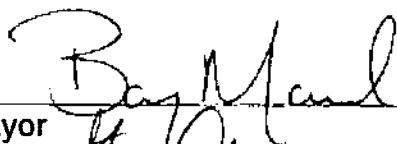
After the job evaluation process above has been completed and a final decision has been rendered, the Union may appeal the decision if they do not agree with the result. Such requests for appeal must be submitted to the Job Evaluation Committee, who will ensure the appeal is provided to the Appeals Commissioner. A qualified Appeals Commissioner will be appointed by the parties for the life of the contract and in the event the individual is not available within a ninety (90) day period, the parties will meet to find a qualified alternate. This Commissioner will be agreed upon by both the Union and Employer, and the costs shall be split evenly. The Appeals Commissioner will conduct reviews up to two times per year and will be responsible for ensuring the job evaluation process followed was correct, including revisions to

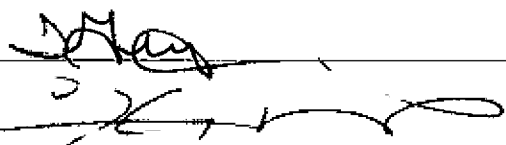
job descriptions, and may suggest changes where the Committee may have erred but will not have the power to substitute the Committee's ratings with its own

Dated this 21 day of September, 2022

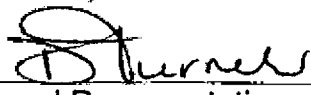
SIGNED ON BEHALF OF THE  
TOWN OF GRAND FALLS-WINDSOR

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
National Representative

  
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Town Clerk

  
\_\_\_\_\_  
National Representative

  
\_\_\_\_\_  
Chief Administrative Officer

  
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National Representative

  
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**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF GRAND FALLS-WINDSOR  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

**RE: CASUAL CALL-IN PROCEDURES**

It is important that the Town has the ability to avail of casual staff for the relief of full-time, permanent workers, and to supplement those staff during peak periods when more than regular work crews are needed such as during snowstorms and emergency situations. When a shift is required to be filled, the Employer will endeavor to give as much notice as possible to casual employees, especially when casual relief is required to replace scheduled leave for full-time employees.

1. Requests to be unavailable will continue be granted to casual staff where operationally possible as determined by the appropriate supervisor. Such requests must be submitted to the supervisor with at least 48 hours' notice of the period of unavailability; the appropriate supervisor will endeavor to reply to the request within 24 hours. A maximum of two (2) employees may be approved to be unavailable at any given time per call-in list (with the exception of the Firehall, where only one (1) may be approved).
2. Where requests for unavailability as detailed above cannot be approved, refusals will be administered as per Article 11.04 and the terms of this LOU.
3. Should an attempt to reach an employee fail, the supervisor will call the next most senior casual and continue in this way until a worker is secured. When an employee does not answer the phone, they will be deemed to have refused a shift through being unavailable, except where they call back within 15 minutes. A maximum of one refusal shall be recorded per shift. In non-emergency or non-snow and ice control situations, the Employer, whenever possible, will wait for a period of 15 minutes prior to calling the next eligible employee.
4. The order of recall for shifts will continue for subsequent shifts throughout the day, such that the next employee called for a later shift in the day will be the employee immediately junior to the last employee secured for a shift. As a result, an employee refusing a shift will not be called until the next day or until all other casual employees have first been contacted for subsequent shifts. If that employee calls back before the next available shift is filled, they will be able to indicate their availability for the upcoming shift. For the purpose of this Letter of Understanding, Article 13.02 does not apply.
5. An exception to 3 above is when a casual employee is called after 90 minutes have elapsed from the start of a shift. In such cases, a casual employee will not be charged with a refusal to work that shift if they are unavailable without just cause. The following schedule details the time structure for each department:
  - Public Works and Development (Operator I, Operator II and Winter Shift Worker):  
Shift start times: 7:30 a.m., 3:30 p.m. and 11:30 p.m.

- Public Works and Development (Parks and Recreation Personnel, Parks and Recreation Maintenance Personnel, Landscape Gardener): Shift start times: 8:00 a.m. and 4:00 p.m.
- Fire Department: Shift start times: 5:00 a.m. and 5:00 p.m.

This does not apply when casual employees are required to be available for work for snow removal and ice control. In such cases, employees will be notified of the period of time during which they will be required to be available. Refusals will be administered in accordance with article 11.04.

Dated this 21 day of September 2022

SIGNED ON BEHALF OF THE  
TOWN OF GRAND FALLS-WINDSOR

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349

Bay Maud  
Mayor

[Signature]  
[Signature]

[Signature]  
Town Clerk

[Signature]

[Signature]  
Chief Administrative Officer

[Signature]  
National Representative

[Signature]  
Witness to above Signatures

[Signature]  
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**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF GRAND FALLS-WINDSOR  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

RE: GROUP INSURANCE COMMITTEE

Upon signing the collective agreement, a benefits committee will be convened to make recommendations to both parties with respect to alternatives and recommendations to address any shortfalls and any surplus in the funding of the Group Health Dental and Insurance (Life and LTD) Benefits.

To perform their work, the benefits committee will have all plan data available to them and the committee shall meet quarterly.

The benefits committee will have the ability to review plan design, plan carriers, co-pays, deductibles, service providers etc. in the interest of obtaining the best mix of value, cost and ease of administration for all involved.

The Town is committed to one benefit plan for all employees and therefore the make up of the committee will be to represent this by having two representatives from the unionized work group, one representative from the management group and one representative from the non-union or excluded staff. The Director of Corporate Services may participate in committee deliberations, shall provide all required documents to the committee, but will not have voting privileges, unless the Director of Corporate Services occupies the management seat on the committee.


Dated this 21 day of September 2022

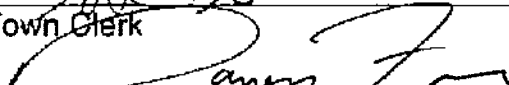
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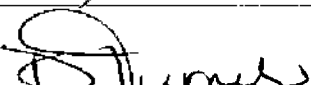
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**LETTER OF UNDERSTANDING  
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THE TOWN OF GRAND FALLS-WINDSOR  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

RE: SENIORITY

The parties agree to the concept of a single seniority list. The Union will, within 30 days of signing of this agreement present a package outlining the current articles of the CA that may require revisions as a result of going to a single seniority list. This shall also include a provision whereby the current process of accumulating seniority for employees, other than permanent full-time, will continue.

If the parties are unable to agree the matter may be submitted to grievance mediation.

Dated this 21 day of September 2022

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TOWN OF GRAND FALLS-WINDSOR

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EMPLOYEES, LOCAL 1349

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**LETTER OF UNDERSTANDING  
BETWEEN  
THE TOWN OF GRAND FALLS-WINDSOR  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

RE: SEVERANCE

The Town recognizes the following employees who are not members of the pension plan:

- Bruce Keats
- Dave King
- Cyril Dyke

When the employment of these employees is severed, they shall receive pay in lieu of pension in the amount of one (1) week of pay for each year of accumulated service to a maximum of 30 weeks. This LOU shall not apply to any other employees.

Dated this 21 day of September 2022

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Baymond  
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[Signature]

[Signature]  
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**LETTER OF UNDERSTANDING  
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RE: PROCUREMENT CLERK RELIEF

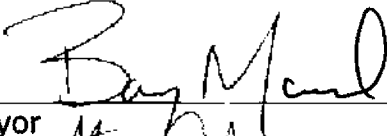

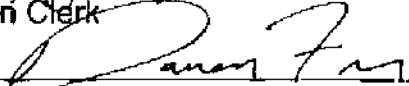
On an annual basis in the month of September, the Employer will post an expression of interest for employees willing and able to be trained to backfill the Procurement Clerk position for periods of leave(s).


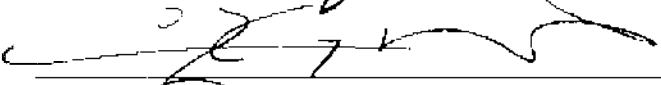

- Training will commence within 30 days of the closing of the expression of interest.
- Qualified employees on layoff shall be given preference for backfilling the Procurement Clerk position.
- The PLO Officer shall be permitted to issue Purchase Orders as required if the Procurement Clerk or temporary replacement is unavailable.

Dated this 21 day of September 2022

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CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349

  
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THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349**

RE: OH&S OFFICERS

The Town of Grand Falls-Windsor and CUPE Local 1349 recognize the importance of Occupational Health and Safety in the workplace and the role of the OH&S Officer and the Capital OH&S Officer. (OH&S Officers)


Therefore, it is agreed that OH&S Officers shall have the authority over Union, non-Union, and management personnel to enforce **the Town of Grand Falls-Windsor safety Manual, including all policies, procedures and safe work practices, and provide advice on the OH&S Act & Regulations.**


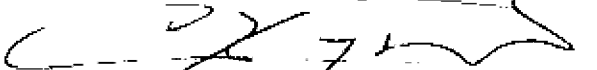
This is essential to ensure a safe working environment for all employees of the Town of Grand Falls-Windsor and the public and continue to promote the Town safety culture.


Dated this 21 day of September 2022

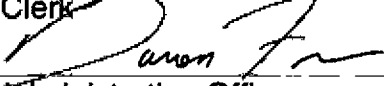
SIGNED ON BEHALF OF THE  
TOWN OF GRAND FALLS-WINDSOR

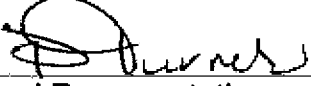
SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1349

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  


  
\_\_\_\_\_  
Town Clerk

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
National Representative

  
\_\_\_\_\_  
Witness to above Signatures

  
\_\_\_\_\_  
Witness to above Signatures