

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, 2026 to December 31, 2029

Table of Contents

ARTICLE 1 - PREAMBLE.....	1
1.01 Purpose.....	1
1.02.....	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	1
2.01	1
2.02 Employer Shall Not Discriminate	1
ARTICLE 3 - RECOGNITION	2
3.01	2
3.02 Works Projects/Work Term Students/Summer Students	2
3.03 Casual Special Events Staff	3
3.04 Work of the Bargaining Unit.....	3
3.05 No Other Agreements	3
ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT	3
4.01 All Employees to be Members	3
4.02 Interviewing Opportunity	4
ARTICLE 5 - CHECK-OFF UNION DUES	4
5.01 Check Off Payment	4
5.02 Notification of Amount of Dues	4
5.03 Union Dues Deduction and Remittance	4
5.04 New Employees	4
5.05 Dues Receipts	5
5.06 Dues Supporting Documentation	5
ARTICLE 6 - INTERPRETATION	5
6.01 Singular includes Plural	5
6.02 Definition of Employee	5
6.03 Correspondence	5
ARTICLE 7 - GRIEVANCE PROCEDURE.....	6
7.01 Election of Stewards.....	6
7.02 Names of Stewards	6
7.03 Representatives of Canadian Union of Public Employees.....	6
7.04 Permission to Leave Work.....	6

7.05	Definition of Grievance	6
7.06	Settling of Grievances.....	7
7.07	Policy Grievance	7
7.08	Union May Initiate Grievances.....	7
7.09	Failure to Act with Time Limits.....	8
7.10	Technical Objections to Grievances	8
7.11	Grievance on Layoffs	8
7.12	Grievance on Safety	8
7.13	Replies in Writing	8
7.14	Facilities for Grievances	8
7.15	Mutually Agreed Changes	8
ARTICLE 8 - ARBITRATION.....		9
8.01	Arbitration	9
8.02	Failure to Appoint.....	9
8.03	Board Procedure	9
8.04	Decision of the Board	9
8.05	Disagreement on Decision.....	10
8.06	Arbitration Cost	10
8.07	Amending of Time Limits.....	10
8.08	Witness	10
8.09	Expedited Arbitration.....	10
ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE.....		11
9.01	Warnings	11
9.02	Discharge Procedure.....	12
9.03	May Omit Grievance Steps.....	12
9.04	Unjust Suspension or Discharge.....	12
9.05	Crossing of Picket Lines During Strike	12
9.06	No Strike	12
9.07	Discipline	12
9.08	Burden of Proof.....	13
9.09	Adverse Report	13
9.10	Personal File	14
9.11	Right to Union Representative	14

ARTICLE 10 - LABOUR MANAGEMENT RELATIONS	14
10.01 Representation.....	14
10.02 Establishment of Committee	14
10.03 Function of Committee	15
10.04 Meetings of Committee	15
10.05 Chair of the Meeting.....	15
10.06 Minutes of Meeting	15
10.07 Jurisdiction of Committee	15
10.08 Union Bargaining Committee.....	16
10.09 Function of Bargaining Committee.....	16
10.10 Representative of Canadian Union of Public Employees.....	16
10.11 Meeting of Committee.....	16
10.12 Time Off for Meeting.....	16
10.13 Technical Information	16
10.14 Copies of Resolutions	17
ARTICLE 11 - SENIORITY	17
11.01 Seniority Defined	17
11.02 Seniority List.....	17
11.03 Probation of Newly Hired Employees	18
11.04 Loss of Seniority	18
11.05 Transfer and Seniority Outside the Bargaining Unit.....	19
ARTICLE 12 - PROMOTIONS AND STAFF CHANGES	19
12.01 Job Postings	19
12.02 Notice of Posting – Contents Thereof	19
12.03 Recognition of Seniority	19
12.04 Method of Making Appointments	20
12.05 Trial Period	20
12.06 Promotions Requiring Higher Qualifications	20
12.07 Notification to Employee and Union	20
12.08 Alternate Employment	21
12.09 Training Courses.....	21
12.10 Education	21
12.11 Mandatory Education Cost.....	21

ARTICLE 13 - LAYOFF AND RECALLS	22
13.01 Role of Seniority in Layoffs.....	22
13.02 Recall Procedure	22
13.03 No New Employees.....	22
13.04 Notice of Layoff	22
13.05 Bumping Procedure	22
ARTICLE 14 - LEAVE OF ABSENCE	23
14.01 Negotiation Pay Provisions	23
14.02 Grievance and Arbitration Pay Provisions	23
14.03 Leave of Absence for Union Functions.....	23
14.04 Bereavement Leave	23
14.05 General Leave	23
14.06 Jury or Court Witness Duty	24
14.07 Family Leave	24
14.08 Time Off for Elections.....	25
ARTICLE 15 - PARENTAL LEAVE - WITHOUT PAY	25
15.01 Protection During Parental Leave	25
15.02 Notification of Pregnancy	25
15.03 Length of Maternity/Parental Leave	25
15.04 Procedure Upon Return from Maternity/Parental Benefits	25
15.05 Payment of Employee Benefits Maternity/Parental Benefits	26
ARTICLE 16 - PAID HOLIDAYS	26
16.01 Paid Holidays - Permanent Employees	26
16.02 Compensation for Holiday Falling on Regular Day Off.....	26
16.03 Paid Holidays - Permanent Seasonal/Casual Employees	26
16.04 Personal Days	26
16.05 Permanent Seasonal Worker on Layoff.....	27
16.06 Part-time Employee Benefits	27
ARTICLE 17 - VACATIONS	27
17.01 Length of Vacation	27
17.02 Length of Vacation–Permanent Seasonal & Permanent Seasonal on Layoff ...	28
17.03 Compensation for Paid Holidays.....	28
17.04 Period for Taking Vacations	28

17.05	Vacation Schedule.....	28
17.06	Vacation as a Benefit	29
17.07	Vacation/Bonus Day Carry Forward Provision	29
ARTICLE 18 - HOURS OF WORK		29
18.01	Hours of Work	29
(a)	Regular Hours of Work - Public Works	29
(b)	Hours of Work – Public Works – Garbage Operators	29
(c)	Hours of Work - Stadium.....	29
(d)	Hours of Work - Fire Hall	30
(e)	Hours of Work - Casual	30
(f)	Hours of Work - Inside Workers	30
18.02	Overtime	30
18.03	Overtime Permanent Seasonal Employees	31
18.04	Call-ins	31
18.05	Time Off in Lieu of Overtime.....	31
18.06	No Layoff to Compensate for Overtime	31
18.07	Pay During Lunch Hour.....	31
18.08	Meals During Overtime.....	31
18.09	Shift Differential	32
18.10	Sharing of Overtime	32
18.11	Stand-By Duty	32
18.12	Mandatory Rest Period	33
18.13	Rest Breaks	33
ARTICLE 19 - PAY DURING TEMPORARY TRANSFERS.....		33
19.01	Change in Rate of Pay	33
19.02	Change in Rate of Pay – Higher Classification	33
ARTICLE 20 - SICK LEAVE.....		34
20.01	Definition	34
20.02	Length of Leave Earned	34
20.03	Accumulation of Leave.....	34
20.04	Illness of Family Member.....	34
20.05	Deduction for Day Taken	34
20.06	Medical Certificate	34

20.07	Sick Leave During Layoff or Leave of Absence	34
20.08	Sick Leave Records	35
20.09	Payment of Unused Sick Leave	35
ARTICLE 21 - BENEFIT PLANS.....		35
21.01	Group Insurance Plan	35
21.02	Pension Plan	36
21.03	Workers' Compensation and EI Sick Benefits.....	36
21.04	Pre-Retirement.....	37
21.05	Annual Employee Benefit Statement	37
ARTICLE 22 - CONTRACTING OUT		37
22.01	Town Reserves the Right.....	37
22.02	Work Normally Performed by Town Employees	37
22.03	Public Works and Development Department	37
22.04	Fire Hall	38
22.05	Stadia Operation	38
ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY		38
23.01	Cooperation Between Union and Employer	38
23.02	Occupational Health and Safety Committee.....	39
23.03	Meetings	39
23.04	Safety Provisions	39
23.05	No Disciplinary Action.....	39
23.06	Accident Reports	39
23.07	Pay During Time Injured While on Shift	39
23.08	Transportation to Doctor or Hospital	39
23.09	Pollution Control	40
23.10	First Aid Kits	40
23.11	Safety during Excavation Work.....	40
23.12	Premium Pay for Working on Open Sewage.....	40
23.13	Definition of an Open Sewer	40
23.14	Confined Spaces	40
23.15	Working Alone	40
ARTICLE 24 - CLOTHING AND TOOL ALLOWANCE		41
24.01	Proper Wearing Apparel to be Provided	41

24.02	Safety Boots	41
24.03	Allowance for Tools	41
24.04	Municipal Enforcement Officers, Animal Control, Fire Hall Clothing	42
24.05	Prescription Safety Glasses	42
24.06	Medical for Driver's License.....	43
24.07	Repayment for Medical Documentation	43
ARTICLE 25 - WAGE RATES		43
25.01	Wage Rates	43
25.02	Equal Pay for Equal Work	43
25.03	Lead Hand Rate	44
25.04	Wage - Chief Mechanic	44
25.05	Apprenticeship Training	44
25.06	Winter Shift Worker Premium	44
ARTICLE 26 - JOB DESCRIPTIONS.....		45
26.01	Job Descriptions	45
26.02	No Classifications to be Eliminated	45
26.03	Changes in Duties.....	45
26.04	Emergency Assignment of Work.....	45
26.05	Classification Established to be Negotiated.....	46
ARTICLE 27 - TECHNOLOGICAL CHANGES.....		46
27.01	Notice of Changes	46
27.02	Transfer Arrangements.....	46
27.03	No New Employees.....	46
ARTICLE 28 - PRESENT CONDITIONS AND BENEFITS.....		46
28.01	Continuation of Acquired Rights/Amalgamation/Merger Protection.....	46
28.02	Proper Accommodation	47
28.03	Bulletin Boards.....	47
28.04	Present Conditions to Continue.....	47
ARTICLE 29 - COPIES OF AGREEMENT.....		47
29.01	Copies of Agreement	47
ARTICLE 30 - ENFORCEMENT AND TERMINATION		47
30.01	Duration.....	47
30.02	Changes in Agreement	47

30.03	Notice of Changes	48
30.04	Agreement to Continue in Force	48
30.05	Retroactive Pay for Terminated Employees	48
30.06	Retroactivity	48
ARTICLE 31 - PAYROLL		48
31.01	Payroll	48
ADDENDUM "A"		50
ADDENDUM "B"		51
ADDENDUM "C"		52
ADDENDUM "D"		53
ADDENDUM "E"		54
ADDENDUM "F"		55
LETTERS OF UNDERSTANDING		56
RE: UNION EXECUTIVE		56
RE: TRACKING MACHINE		57
RE: EARLY RETIREMENT ASSISTANCE		58
RE: SENIORITY AND WORK ASSIGNMENT		59
RE: WATER AND SEWER MAINTENANCE STAFF		60
RE: MOU ON FEDERAL/PROVINCIAL GRANTS AND STUDENTS		61
RE: TEMPORARY FILLING OF POSITIONS VACATED DUE TO LTD & WORKERS COMPENSATION		62
RE: CASUAL SPECIAL EVENT STAFF		63
RE: CALL-IN FOR HIGH PRESSURE SEWER/VACUUM TRUCK OPERATORS		64
RE: JOB EVALUATION.....		65
RE: CASUAL CALL-IN PROCEDURES		68
RE: GROUP INSURANCE COMMITTEE		70
RE:SEVERANCE.....		71
RE: OH&S OFFICERS		72

ARTICLE 1 - PREAMBLE

1.01 Purpose

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 22nd 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 5th 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.

(c) Permanent Seasonal Employee

Means an employee hired for only part of the year for employment of a seasonal nature.

(d) Casual Employee

Means an employee hired on an as needed basis, but not of a seasonal nature.

3.02 Works Projects/Work Term Students/Summer Students

People hired as a result of Federal/Provincial Work Projects, Work Term Students, or **Summer Students** to perform work that would not otherwise be performed **or the work of unionized employees that is necessary for educational purposes**, 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. **No bargaining unit member shall lose hours, pay, overtime, benefits or any other rights afforded to them from the Collective Agreement to people hired under this Article.**

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 of the writing about 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 **from date of hire**, 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 Union Dues Deduction and Remittance

The Employer will deduct union dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement.

Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 15th day of the month following the one in which they were deducted.

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.

5.06 Dues Supporting Documentation

Along with the deductions, the Employer will provide:

- a) **A completed Union Dues Remittance Form, attached to this Agreement as addendum “D”, and**
- b) **An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made:**
 - **Name**
 - **employment status (such as full-time, part-time, temporary, casual)**
 - **Classification/Job Title**
 - **Regular Earnings**
 - **Hours Worked**
 - **Dues Deducted**

The Employer will also send a copy of the Union Dues Remittance Form and spreadsheet to the Local Union Secretary-Treasurer.

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 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 on Step 4, the Union may, on giving notice in writing to the Employer of its intention, refer the dispute to arbitration **within thirty (30) office days**.

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:

- (a) The fees and expenses of the arbitrator it appoints.
- (b) 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

- (a) 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.
- (b) 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.

- (c) Decisions will be non-precedential and without prejudice for any subsequent grievance of a similar nature.

Expedited 2

- (a) 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.
- (b) 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.
- (c) 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 for seeing 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:

- (a) Considering constructive criticisms of activities so that better relations shall exist between the Employer and Employees.
- (b) Improving and extending services to the public.
- (c) Promoting safety and sanitary practices.
- (d) Reviewing suggestions from employees, questions of working conditions and service (but no grievances concerned with service).
- (e) Correcting conditions causing grievances and misunderstandings.
- (f) 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 closing 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 Seniority List

- (a) 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 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) 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:

- (a) They are discharged for just cause and are not reinstated.
- (b) They resign in writing and do not withdraw within five (5) days.
- (c) 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.
- (d) 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.

- (e) 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.
- (f) 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 **within the bargaining unit** or a new position is created **within the bargaining unit**, the Employer shall notify the Union in writing and post the job for a minimum of one (1) week to be filled within the bargaining unit **provided there are qualified applicants**. 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:

- (a) The principle of promotion within the service of the Employer.
- (b) 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, appointments 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. **A performance evaluation will be done during the trial period, so the employee is aware of any issues and is given an opportunity to correct them.** 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 rearrangement of positions shall also be returned to their former position and wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and 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 employees 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:

- (a) Type of course (subject and material to be covered). Time, duration and location of the course and basic minimum qualifications required for applicants.
- (b) 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 **at the same or lower classification and job class**, 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.

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 effective layoff 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 to 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 requests shall be in writing with three (3) weeks' 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 15th to September 15th.

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	Two (2) employees
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:

Reasons	Leave of Absence
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 given time off as outlined in the applicable acts and legislation 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 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.

15.02 Notification of Pregnancy

An employee who becomes pregnant shall notify the Employer of the pregnancy at least **two (2)** weeks prior to the expected date of birth. Such notice shall be in writing.

15.03 Length of Maternity/Parental Leave

Maternity Leave shall cover a period up to seventeen (17) weeks. Parental Leave shall cover a period up to **sixty-one (61)** 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.

15.04 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.

15.05 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	Thanksgiving 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 Personal Days

Employees will receive **two (2) personal days per year, prorated based on hours worked**. Employees will endeavor to give as much notice as possible. These personal days **must be taken as a full day only**.

16.05 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.

16.06 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
Up to 6 years	4 weeks
6 – less than 11 years	5 weeks
11 – less than 18 years	6 weeks
18+ years	7 weeks

Employees must give notice to their supervisor at least ten (10) hours before the start of the working day for a full or half-day vacation request. If ten (10) hours' notice is not given, requests for hourly use of vacation will be reasonably approved based on operational requirements. 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. All days will be converted to hours by department or position for use on an hourly basis.

17.02 Length of Vacation – Permanent Seasonal and Permanent Seasonal on Layoff

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

Service	Percentage of Regular Pay
Up to 6 years	7.7%
6 – less than 11 years	9.7%
11 – less than 18 years	11.6%
18+ years	13.5%

Permanent Seasonal and Permanent Seasonal on Layoff 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 1st to September 30th, 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 30th 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 sections 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 1st 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 1st of the following year.

ARTICLE 18 - HOURS OF WORK

18.01 Hours of Work

(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

Regular hours of work will be as per Article **18.01(a)(i)** of the Collective Agreement.

(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 for 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, **Building Inspectors, Planning/GIS Tech,** 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 weekdays 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 (1 ½ x) 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 **allowance of eighteen dollars (\$18.00)** will be provided to employees who work during the meal hour. **All meal allowances will be paid out in the employees' payroll for the week they are received.**

18.08 Meals During Overtime

When an employee is required to work overtime immediately following their regular shift, they shall receive a meal **allowance of eighteen (\$18.00) provided the overtime requirement is at least two (2) hours in length. Employees are permitted to take a fifteen (15) minute break before commencing overtime where operationally possible**

and where such overtime is contiguous to their regular shift.

On weekends and holidays, a meal **allowance** will be provided if working beyond four (4) consecutive hours. **All meal allowances will be paid out in the employees' payroll for the week they are received.**

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 and **fifty cents (\$1.50)** 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 **seventy-five cents (\$0.75)** 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. **All days will be converted to hours by department or position for use on an hourly basis.**

20.03 Accumulation of Leave

Sick leave may be cumulative up to but not exceeding **one hundred and thirty (130) 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 Employer agrees a deduction shall be made from accumulated sick leave of all normal working hours (exclusive of holidays) absent for sick leave.

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 **one hundred and thirty (130) 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 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 Employer; 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 Employer, 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 Workers Compensation for a period of eighteen (18) months, will be removed from the full-time complement. 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 and **two (2) Relief Dispatchers** working at the Fire Department.

If there are shifts available after the Employer has exhausted the relief dispatcher list, overtime will be offered to the full-time dispatchers. The parties agree that the Employer can move to a list of qualified employees from other departments to fill any open shift after overtime has been offered to the full-time dispatchers. Preference will be given to seasonal employees during layoff. These employees will be called in order of seniority. Employees from other departments shall not be charged with a refusal as per Article 11.04.

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.

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 for 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 **proper safety clothing** to all employees where the nature of the work requires it. This includes:

- Coveralls, safety vests, gloves, hardhats and safety glasses.
- **Outer winter clothing and rubber clothing.**
- **Stadium employees will be supplied with a light jacket or sweater marked to recognize stadium attendants.**

The Employer shall provide the above clothing free of charge and will cover repair or replacement where necessary due to normal wear and tear. In order to have this clothing replaced, the worn items must be returned.

The quantity, issue and control of such clothing shall be regulated by the Employer.

24.02 Safety Boots

The Employer agrees to provide **the following amounts towards the purchase of boots:**

- **Leather Safety Boots – Up to \$300 once per Year**
- **Rubber Safety Boots – Up to \$200 every Two (2) Years**

These amounts are available upon submission of a receipt of purchase of a new pair of boots. The Employer will cover repair or replacement where necessary due to normal wear and tear. In order to have this clothing replaced, the worn items must be returned.

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.

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 **six hundred (\$600)** 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 31st 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:

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

*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

- (a) Employees who wear prescription glasses and are required to wear safety glasses at their job are eligible.
- (b) Employees can receive one (1) pair of safety glasses every two (2) years.
- (c) Eye examinations are not covered under the plan. Your eye exam is covered under your group insurance.
- (d) Safety glasses must have permanent (non-moveable) side shields.

- (e) Employer will cover up to a maximum of **three hundred and twenty dollars (\$320.00)** a pair.
- (f) Safety glasses must meet necessary Occupational Health and Safety regulations for employee's job duties.
- (g) Employers agree 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.

24.07 Repayment for Medical Documentation

All fees for medical documentation required by the Employer will be reimbursed upon presentation of a receipt.

ARTICLE 25 - WAGE RATES

25.01 Wage Rates

Effective January 1, 2026 +6%
Effective January 1, 2027 +6%
Effective January 1, 2028 +2%
Effective January 1, 2029 +2%

See Addendum "A" and "B" attached.

Garbage Operators will receive additional pay of three dollars (\$3.00) per hour while in their role as Garbage Operators. Employees who fill in will receive this rate, and the incumbent who isn't working will not receive this additional pay during these times. This additional rate will no longer be required to be paid if mechanical arms are utilized in the collection of garbage.

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 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 to 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.

25.05 Apprenticeship Training

A Journeyperson employee, assigned by the Employer to an Apprentice shall be compensated an additional two dollars (\$2.00) per hour per Apprentice for all hours worked with the Apprentice. When the employee assigned by the Employer is away from work on leave, they will not receive this premium pay.

25.06 Winter Shift Worker Premium

Employees assigned as a Winter Shift Worker will be paid an additional one dollar (\$1.00) per hour for hours worked between 4:30 p.m. – 7:30 a.m. of the following day, regardless of how many employees are on shift.

This premium recognizes the additional responsibilities assumed by employees during these periods.

Employees receiving the Winter Shift Worker Premium under this Article shall not also receive the Lead Hand rate for the same hours worked, however, they will still receive shift differential.

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 rights 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 1st, **2026** to December 31st, **2029** and shall continue from year to year thereafter unless either party gives to the other party notice in writing by October 1st 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

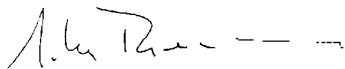
31.01 Payroll

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 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF
GRAND FALLS-WINDSOR



Mike Browne
Mayor of Grand Falls-Windsor



Steve Gosse
Director of Corporate Services



Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES, LOCAL1349



Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President



Laurie Ann Warford (Jul 2, 2026 11:45:39 GMT-2.5)

Laurie-Ann Warford
Vice President



Michael Owens (Jul 2, 2026 12:11:33 GMT-2.5)

Mike Owens
CUPE National Representative

ADDENDUM “A”

	2026 6%	2027 6%	2028 2%	2029 2%
Public Works				
Labourer	30.06	31.87	32.50	33.15
Water & Sewer Helper	31.39	33.27	33.94	34.61
Utility Man	31.81	33.72	34.39	35.08
Garbage Operator	31.81	33.72	34.39	35.08
Sweeper Operator	31.81	33.72	34.39	35.08
Sign Maintenance Man	31.81	33.72	34.39	35.08
Water & Sewer Maintenance Man	31.81	33.72	34.39	35.08
Mechanic 1	36.97	39.19	39.97	40.77
Chief Mechanic	37.97	40.19	40.97	41.77
Winter Shift Worker	31.81	33.72	34.39	35.08
Operator II	31.81	33.72	34.39	35.08
Operator I	31.81	33.72	34.39	35.08
Truck Driver I	31.11	32.98	33.64	34.31
Truck Driver II	30.77	32.62	33.27	33.94
Aquatec Operator	31.81	33.72	34.39	35.08
Treatment Facility Operator	31.51	33.40	34.07	34.75
Electrician	36.26	38.44	39.21	39.99
Parks and Recreation				
Parks and Recreation Personnel	30.06	31.87	32.50	33.15
Parks and Recreation Main. Personnel	30.94	32.80	33.45	34.12
Carpenter	35.18	37.29	38.04	38.80
Landscape Gardener	30.42	32.25	32.89	33.55
Ticket Seller	23.56	24.98	25.48	25.99

** W/S Maintenance Man - Shall receive \$1.00 per hour upon achievement of Journey person status.
This addition will be applied to all overtime rates, holiday pay and pension. **

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

ADDENDUM “B”

Salary Schedule January 1, 2026					
STEP	1	2	3	4	5
CLASS	2026				
1	50,551	51,562	52,594	53,645	54,718
2	54,987	56,087	57,209	58,353	59,520
3	58,058	59,219	60,404	61,612	62,844
4	61,129	62,352	63,599	64,871	66,168
5	64,200	65,484	66,794	68,130	69,492
6	67,612	68,965	70,344	71,751	73,186
2027					
1	53,584	54,656	55,749	56,864	58,001
2	58,286	59,452	60,641	61,854	63,091
3	61,542	62,772	64,028	65,308	66,615
4	64,797	66,093	67,415	68,763	70,138
5	68,052	69,413	70,801	72,217	73,662
6	71,669	73,102	74,564	76,056	77,577
2028					
1	54,656	55,749	56,864	58,001	59,161
2	59,452	60,641	61,854	63,091	64,353
3	62,772	64,028	65,308	66,615	67,947
4	66,093	67,415	68,763	70,138	71,541
5	69,413	70,801	72,217	73,662	75,135
6	73,102	74,564	76,056	77,577	79,128
2029					
1	55,749	56,864	58,001	59,161	60,345
2	60,641	61,854	63,091	64,353	65,640
3	64,028	65,308	66,615	67,947	69,306
4	67,415	68,763	70,138	71,541	72,972
5	70,801	72,217	73,662	75,135	76,638
6	74,564	76,056	77,577	79,128	80,711

ADDENDUM “C”

Classifications – Inside Workers

Title	Job Class
Accounting Clerk - Asset Management	4
Accounts Payable Clerk	2
Administrative Clerk - PLO Clerk	3
Administrative Clerk (Casual)	2
Administrative/Receivable Clerk	2
Asset Control Clerk	3
Asset Management Coordinator	4
Building Inspector I	4
Building Inspector II	5
Capital Occupational Health & Safety Officer	4
Construction Inspector I	5
Construction Inspector II	6
Engineering Administrative Assistant	3
Executive Secretary - Mayor	1
Fire Inspector	3
Firehall Dispatcher	2
IT Systems Administrator	4
Municipal Enforcement Officer	4
Municipal Enforcement/Animal Control	4
Occupational Health & Safety Officer	4
Park & Recreation Administration Assistant	3
Planning/ GIS Tech	4
Procurement Clerk	4
Receptionist/Cashier	2
Taxation Clerk	4

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 were \$_____.

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”

Human Resources Officer
Town of Grand Falls-Windsor
Grand Falls-Windsor, NL A2A 2J8

To Whom it may concern:

Re: Job Postings

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,

Name

Signature

Date

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 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF
GRAND FALLS-WINDSOR


Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

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


Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President

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 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF
GRAND FALLS-WINDSOR



Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

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



Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President

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 65th 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 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF
GRAND FALLS-WINDSOR



Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

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



Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President

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 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF
GRAND FALLS-WINDSOR



Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

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



Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President

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 recognize 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 and complete the plumbing course through ICS. The Employer agrees to cover the cost of training, and the employee agrees to complete the course on their time.

Dated this 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF
GRAND FALLS-WINDSOR



Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

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



Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President

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 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF
GRAND FALLS-WINDSOR



Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

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



Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President

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 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF
GRAND FALLS-WINDSOR


Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

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


Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President

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:

- Provide security for all Town events.
- Take tickets at Town events.
- Transport and BBQ food for Town special events.
- Put up signage for Town special events.
- Set up and take down bouncy castle and generators for Town special events.
- Set up and rearrange tables, chairs, and barricades for Town and outside group special events. Union employees will be responsible for transporting tables, chairs, and non-wooden barricades to special event locations and initial set up at any stadium event.
- Set up wooden barricades for Town special events.
- Set up and clean dishes/cutlery for Town special events.
- Set up and transport PA system and podium for Town special events.
- Clean up garbage after special events, excluding stadium.
- 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 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF
GRAND FALLS-WINDSOR



Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

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



Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President

LETTER OF UNDERSTANDING

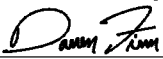
BETWEEN
THE TOWN OF GRAND FALLS-WINDSOR
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1349

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

- (a) The High-Pressure Sewer/Vacuum Truck (truck) requires qualified operators for the efficient and safe use of the equipment.
- (b) The truck is to be used by trained and qualified operators only. A helper can accompany one trained and qualified operator.
- (c) The truck will primarily be in operation from May to October, during typical recall/layoff dates. There will be two (2) seasonal Aquatec Operator positions assigned to the truck. If the truck is to be used after regular hours during this time, the seasonal Aquatec operators are to be called to operate. If unavailable, any trained or qualified operator can be called to operate the truck.
- (d) During the off season, the senior most trained and qualified operator is to be called in to operate the truck, unless a trained and qualified operator is already on a shift and available to complete the work.
- (e) The two (2) seasonal Aquatec 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.
- (f) To ensure safe operation of the 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 truck before an operator can leave the position for a new town position unless there is mutual agreement for switching to another trained operator.
- (g) Regular hours are defined as 7:30 a.m. to 4:30 p.m., Monday to Friday, exclusive of statutory holidays.

Dated this 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF GRAND
FALLS-WINDSOR


Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

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


Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President

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(s) of the job have 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 criterion 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 the parties an opportunity 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 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF
GRAND FALLS-WINDSOR



Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

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



Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President

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 **to** 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 each shift will follow Article 13.02 Recall Procedure. Employees may be recalled for a subsequent shift in the same day if an (8) hour rest period in accordance with Article 18.12 was provided between the end of the previous shift and the start of the next shift. An employee refusing a shift will not be called **again** until the next **available** shift. If that employee calls back before the next available shift is filled **that day, and accepts that shift, they will not be charged with a refusal of work for the previous shift offered, unless it was for garbage collection.****

- (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, ice control and **emergency situations**. For snow and ice control, 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 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF
GRAND FALLS-WINDSOR



Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

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



Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President

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 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF
GRAND FALLS-WINDSOR



Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

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



Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President

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 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF
GRAND FALLS-WINDSOR



Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

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



Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President

LETTER OF UNDERSTANDING

BETWEEN
THE TOWN OF GRAND FALLS-WINDSOR
AND
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 30 day of June, 2026.

SIGNED ON BEHALF OF THE TOWN OF
GRAND FALLS-WINDSOR



Darren Finn (Jun 30, 2026 08:27:04 GMT-2.5)

Darren Finn
Chief Administrative Officer

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



Trevor Peddle (Jun 30, 2026 16:14:42 GMT-2.5)

Trevor Peddle
President