COLLECTIVE AGREEMENT

BETWEEN

TOWN OF GRAND FALLS-WINDSOR
(EXPLOITS REGIONAL WATER SUPPLY)
(Hereinafter called "the Employer")
Party of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1349-05
(Hereinafter called "the Union")
Party of the Second Part

CUPE | Canadian Union of Public Employees

January 1, 2026 to December 31, 2029

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Article 1 – Preamble

1.01 Preamble

Whereas it is the desire of both parties of this Agreement:

1) Shall maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.

2) Shall recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.

3) Shall encourage efficiency in operation.

4) 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 recognized 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 are 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, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, place of residence, nor by reason of their membership or activity in the Union, or by any other reason.

Article 3 – Recognition

3.01 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 10th day of June 1998, covering a union of employees of the Exploits Regional Water Supply Committee, Grand Falls-Windsor, Newfoundland, comprising of all employees save and except the Operations Manager.

3.02 Works Projects/Work Term Students/Summer Students

Persons 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 persons hired under this Article.**

3.03 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. In emergency situations, and when no bargaining unit employees are available, management employees may be required to perform duties of the Water Treatment Plant.

3.04 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 Required

4.01 All Employees to be Members

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

4.02 Interviewing Opportunity

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

Article 5 – Check-Off Union Dues

5.01 Check Off Payment

The Employer shall deduct from every employee any dues, **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 Employer 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 Employer 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 Receipt

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 "B", 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, and 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 employees coming within the bargaining unit in respect of which the Union was certified as bargaining agent by the Newfoundland and Labrador 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 Chief Administrative Officer (CAO) or their designated representative and the shop steward of the bargaining unit.

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 a steward, 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.

7.02 Names of Stewards

The Union shall notify the Employer in writing of the name of the steward and the Chief Steward before the Employer shall be required to recognize them. The stewards so selected shall constitute the Grievance Committee.

7.03 Representatives of Canadian Union

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 Chief Administrative Officer (CAO) or their 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) office 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 the 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 or their designate, in writing withing five (5) office days. The CAO or their designate shall render their decision withing ten (10) office days after receipt of such notice.

Step 5
Failing a satisfactory settlement being reached in Step 4, the Union may, on giving notice in writing to the Employer of its intention, refer the dispute to arbitration.

7.07 Policy Grievance

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

7.08 Union May Initiate Grievances

The Union and its representatives shall have the right to originate a grievance for an employee, or group of employees, other than through an employee's 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 Within Time Limits

If for a legitimate reason the grievor or the Union fail to process a grievance to the next step for a 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 Lay-Offs

Grievance concerning lay-offs due to a reduction in the working force shall be initiated at Step 3 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 second 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

Either party referring a matter to arbitration shall do so using either a single arbitrator or a Board of 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 for 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 (1/2) of the fees and expenses of the arbitrator.

b) Board of Arbitration
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 parties' proposed arbitrator, or if the two (2) appointees fail to agree upon a chairperson within five (5) office days of the appointment, the appointment shall be made by the Minister Responsible for 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 layperson'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) office days from the time the chairperson is appointed.

8.04 Decisions of the Board

The decision of the majority shall be the 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. The Board of Arbitration shall not have the power to change this Agreement to alter, modify or amend any of its provisions. However, the Board shall have the power to otherwise dispose of the grievance by an arrangement which it deems just and equitable.

8.05 Disagreement on Decision

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

8.06 Arbitration Cost

Each party shall pay:

1) the fees and expenses of the arbitrator it appoints.

2) One-half (1/2) the fees and expenses of the chairperson.

When using a single arbitrator each party shall pay one-half (1/2) 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 Witnesses

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 Single Arbitrator

The parties may mutually agree to the substitution of a single arbitrator for an arbitration board, in which event all pertinent clauses of the Collective Agreement

shall apply equally to a single arbitrator where reference is made to an arbitration board.

8.10 Expedited Arbitrator

Subject to agreement of both parties, a form of expedited arbitration 1 or 2 may be used following Step 3 of the Grievance Procedure. The particulars are as follows:

Expedited 1

1) In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief only detailing the arguments of the respective parties to a single arbitrator within fifteen (15) calendar days of the written response of the Labour Management Committee Chairperson in Step 3 of the Grievance Procedure.

2) The single arbitrator must be agreed to by both parties within seven (7) calendar days of the Labour Management Committee Chairperson's written response and the appointed arbitrator must be willing to render a verbal decision within two (2) calendar days following receipt of the written brief from each party.

3) Decision will be non-precedential and without prejudice for any subsequent grievance of a similar nature.

Expedited 2

1) In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief and present oral arguments to a single arbitrator with twenty (20) calendar days of the written response of the Labour Management Committee Chairperson in Step 3 of the Grievance Procedure.

2) The single arbitrator must be agreed to by both parties within seven (7) calendar days of the Labour Management Committee Chairperson's written response and the appointed arbitrator must be willing to render a written decision within (10) calendar days following presentation of written briefs and oral arguments of each party.

3) The single arbitrator may, for the purpose of their clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the arbitrator.

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

Decisions of the arbitrator will be binding on both parties within the guidelines of the Newfoundland and Labrador 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) office days thereafter give written particulars of such censure to the shop steward of the Union, with a copy to the employee involved.

9.02 Discharge Procedure

Any 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, Step 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 next 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 water facilities to the Town of Grand Falls-Windsor & Bishop Falls, Botwood, Peterview and Northern Arm. Excepting the conditions of providing continuously water 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
In accordance with Article 9.01, the Employer will indicate to the employee verbally of any necessary censure.

Step 2
The Employer shall, within five (5) office days, give particulars of such censure to the Secretary-Treasurer of the Union, with a copy of same to the employee concerned.

Step 3
If the infraction or any further infraction continues, the Employer shall, both verbally and in writing, suspend the employee (number of days to be determined by the Employer in accordance with the severity of the infraction), indicating that dismissal may follow.

Step 4
Dismissal.

9.08 Burden of Proof

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

9.09 Adverse Report

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

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

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

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

10.02 Establishment of Committee

A Labour Management Committee shall be established consisting of one (1) union member and one (1) representative of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

10.03 Function of Committee

The Committee shall concern itself with the following general matters:

1) Considering constructive criticisms of activities so that better relations shall exist between the Employer and employees.

2) Improving and extending services to the public.

3) Promoting safety and sanitary practices.

4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).

5) Correcting conditions causing grievances and misunderstandings.

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

The Committee shall also serve as the Occupational Health and Safety Committee.

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 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 Chairperson of the Meeting

An Employer and Union representative shall be designated as joint chairpersons 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 chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) office days following the meeting.

10.07 Jurisdiction of Committee

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 two (2) members of the Union. The Union will advise the Employer of the Union nominees of the Committee.

10.09 Function of 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 by-laws or rules and regulations adopted by the Employer 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 and 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, lay-offs, permanent reduction of the workforce and recall. Seniority shall operate on a bargaining unit-wide basis.

11.02 Seniority List

Subject to Article 11.01 and 13 the Employer shall maintain a seniority list stating the employees' name, date of hire, service accrued, and vacation entitlement for each employee. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in February of each year.

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

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 present 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.

11.04 Loss of Seniority

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

An employee shall only lose their seniority in the event:

1) They are discharged for just cause and are not re-instated.

2) They resign in writing and do not withdraw within five (5) calendar days.

3) They are absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

4) They fail to return to work within seven (7) calendar days following a lay-off 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 recall rights for refusal to return to work.

5) They are off the payroll for a period longer than twenty-four (24) months. This does not apply where a person is absent on LTD or Worker's Compensation, unless they have been deemed to be permanently disabled.

6) If a casual employee refuses three consecutive shifts in a six-month (6) 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) calendar days.

Article 12 – Promotions and Staff Changes

12.01 Job Vacancy

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week prior to external advertising, so that all members will know about the vacancy or new position. 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 Operations Manager.

12.02 Notice of Posting - Contents Thereof

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

12.03 Recognition of Seniority

Both parties recognize:

1) the principle of promotion within the service of the Employer.

2) that job opportunity should increase in proportion to length of service and qualifications.

12.04 Method of Making Appointments

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

12.05 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. They shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period forty (40) working days. In the event the successful applicant

proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

12.06 Promotions Requiring Higher Qualifications

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

12.07 Notification to Employee and Union

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

12.08 Alternate Employment

Subject to Article 12.04, an employee unable through injury, illness, or disability to perform their normal duties shall be provided with alternate suitable employment if available. Such employee shall not displace an employee with more seniority.

12.09 Training

The Employer agrees that in the event the Provincial or Federal Government legislates minimum qualifications for job classifications, then the Employer agrees to assist employees take the appropriate provincial government training by subsidizing employees' income to eighty percent (80%) of normal pay, less financial assistance to the employee from government sources while completing the course. The Employer has the right to limit the number of employees to be trained.

12.10 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.

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 employees' current job description) and second, on the basis of seniority.

This bulletin shall contain the following information:

1) Type of course (subject and material to be covered)
2) Time, duration and location of the course
3) Basic minimum qualifications required for applicants.

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

12.11 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.

12.12 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 federal law(s) in order to carry out their duties under this Collective Agreement.

Article 13 – Layoffs and Recalls

13.01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, 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 lay-off, job redundancy or bumping; may bump into a job,

the duties of which they have the qualifications and ability to perform by replacing the most junior person in that job title, who has less seniority.

13.02 Recall Procedure

Employees shall be recalled in 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 have been given an opportunity for re-employment.

13.04 Notice of Lay-Off

The Employer shall notify employees who have worked continuously for six (6) months prior to lay-off who are to be laid off, fifteen (15) working days before the lay-off is effective. If the employee laid off has not had the opportunity to work fifteen (15) full days after notice of lay-off, they shall be paid in lieu of work for that part of the fifteen (15) days during which work was not made available.

13.05 Bumping Procedure

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

Article 14 – Leave of Absence

14.01 Negotiation Pay Provision

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

In the first year of the Collective Agreement, leave of absence without loss of pay or seniority to a total of ten person days annually shall be granted on the Union's written request to either one (1) or two (2) members of the Union to represent the Union at labour conventions, schools or seminars. One (1) calendar week's 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. In the second year and each year thereafter the number of person days annually shall be reduced from ten (10) to five (5) and four (4) to two (2). The Union may carry forward any unused days from the first year to the second year.

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) days leave of absence, in the case of the death of the employees' brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents, grandchild, aunt and uncle. An employee shall be granted one (1) day leave of absence in the case of the death of an employees' niece and nephew. Employees shall not be required to attend the funeral in order to qualify for leave under Article 14.04. Employees on Workers' Compensation benefits or group insurance benefits shall not be entitled leave under this Article. Employees on paid holidays or vacation, shall have their paid holidays or vacation deferred to be taken at a time to be mutually agreed by the employee and their supervisor. A twelve-hour (12) shift shall be equal to one (1) day for the purpose of this Article.

14.05 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. Employees are entitled to leave of absence for work with another Employer once during the life of this Agreement for a maximum of six (6) months. Only one (1) employee from the Water Treatment Plant may be on leave at one time.

14.06 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as 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 allowed four (4) consecutive hours off before the closing of polls in any Federal, Provincial or Municipal election or Referendum without deduction from normal daily pay.

Article 15 – Maternity/Parental Benefit – Without Pay

15.01 Protection During Maternity/Parental Leave Benefit

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 the employee is capable of and has the ability to perform the work and is otherwise entitled thereto by reason of seniority.

15.02 Adoption Leave

The provisions of Article 15 shall apply to employees availing of Adoption Leave.

15.03 Length of Maternity/Parental Leave Benefit

Maternity/Parental Leave shall be available to an employee to a maximum of seventy-eight (78) weeks (seventeen (17) weeks of maternity and/or sixty-one (61) weeks if parental leave). Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an

extension up to a maximum of one (1) additional year shall be allowed. During this period, full seniority shall accumulate.

15.04 Procedure Upon Return from Maternity/Parental Leave Benefit

When an employee decides to return to work after maternity/parental leave benefits, the employee shall provide the Employer with at least three (3) weeks notice. On return from maternity/parental leave benefits, the employee shall be placed at least in their former position. If the former position no longer exists, the employee 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 Seniority Status During Maternity/Parental Leave Benefit

While on maternity/parental leave an employee shall retain their seniority.

15.06 Payment of Employee Benefits During Maternity/Parental Leave Benefit

During the period of maternity/parental leave benefit, 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 maternity/parental leave, such coverage may be continued if the employee pays both the employee's and the Employer's contributions.

Article 16 – Paid Holidays

16.01 Paid Holidays

Employees shall be granted the following paid Holidays with pay:

New Year's Day	Labour Day
Good Friday	Remembrance Day
Queen's Birthday	Christmas Day
Memorial Day	Boxing Day
Grand Falls-Windsor Day	**Thanksgiving Day**

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

Statutory Holidays will be equivalent to a twelve-hour (12) shift.

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 – Casual Employees

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

Seasonal Worker means an employee hired for only part of the year for employment of a seasonal but recurring nature.

16.06 Casual Worker

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

16.07 Part-Time Employee Benefits

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:

1 – less than 6 years	**four (4)** weeks
6 – less than 11 years	**five (5)** weeks
11 – less than 18 years	**six (6)** weeks
over 18 years	**seven (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. All days will be converted to hours by department or position for use on an hourly basis.

17.02 Length of Vacation – Casual and Seasonal Employees

Casual and seasonal employees will receive vacation pay as follows:

Years of 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%**

17.03 Compensation for Paid Holidays

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

17.04 Period for Taking Vacation

The normal period for taking vacation shall be from May 1st to September 30th, and 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) hours notice must be given for change in vacation schedule.

17.06 Vacation Pay

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

17.07 Vacation as Benefit

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

17.08 Vacation Carry Over Provision

Permanent employees may carry forward a maximum of **fifteen (15)** days to be taken between January 1st and 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 Workers' 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.

Article 18 – Hours of Work

18.01 Regular Hours of Work

Regular hours of work will be 7:00 a.m. to 7:00 p.m., Monday to **Sunday**. **Shifts shall be scheduled on a regular basis throughout the year, consisting of seven (7) consecutive days of work, followed by seven (7) consecutive days off**. Management has the right to amend working schedules with seven (7) calendar days' notice.

Employer agrees to permit up to eight (8) hours of rest after a call out of minimum four (4) hour duration. The employee can then report to work for their regular shift which shall be eight (8) hours at straight time pay.

18.02 Hours of Work - Casual

Casual workers have no regular hours of work. They are called in on an as needed basis as per Article 16.07.

18.03 Overtime

Any hours worked up to midnight after the regular hours of work and shift work as defined in Article 18.01, shall be paid for at a rate of time and one-half (1 ½). Hours worked after midnight and on Sundays excluding shift work and casual worker call-ins, shall be paid for at the rate of double (2) time. Any hours worked on a holiday shall be paid for at the rate of double (2) time, in addition to holiday pay.

18.04 Overtime Casual 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 (1 ½). Overtime hours worked on Sundays and between 12:00 a.m. and 8:00 a.m. will be paid for at a rate of double (2) time. If a casual employee is entitled to holiday pay under Article 16.03, then they shall be paid double (2) time for hours worked on the holiday in addition to holiday pay.

18.05 Call-Ins

a) 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. All overtime shall be distributed among the employees as evenly as possible.

b) Computer logins will be paid for at a rate of one (1) hour per call at regular rates. Logins which require a site call in are included as part of the call in.

18.06 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 employee shall receive pay at the appropriate overtime rate.

18.07 No Lay-off to Compensate for Overtime

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

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 Sharing of Overtime

Opportunities for overtime and callback time shall be divided as equally as possible among employees qualified to perform the available work, subject to Addendum "D".

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 further agrees to make every effort to recall employees from lay-off or from the recall list before paying overtime rates.

18.10 Standby

1) Any standby will be paid at a rate of one (1) hour straight time pay for every four (4) hours of standby performed.

2) Standby pay is in addition to any overtime accumulated during standby duty.

18.11 Shift Differential

Shift differential shall be paid at a rate of one dollar **and fifty cents** ($1.50) straight time per hour of night shift worked between 7:00 p.m. – 7:00 a.m.

Article 19 - Overtime

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.

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 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 Lay-Off 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 lay-off, providing such absence does not exceed twenty-four (24) months.

20.08 Extension of Sick Leave

An employee with more than five (5) years of service who has exhausted their sick leave credits shall be allowed to anticipate extension of their sick leave to a maximum of six (6) working days. This sick leave extension shall be repaid by the employee upon their return to duty through their normal monthly accumulation.

20.09 Sick Leave Records

The Employer 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.

20.10 Payment of Unused Sick Leave

The Employer agrees that in January of each year, they 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 Employer agrees that all eligible employees having ninety (90) calendar 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 present plan will remain in effect unless changed by mutual agreement.

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

After the date of ratification, 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 benefits 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

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.

Permanent seasonal employees are responsible for 100% group insurance premiums during periods of lay-off.

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

The Employer agrees that all eligible employees having one (1) year service will be covered by a Pension Plan. Contributions will be cost shared at seven percent (7%) each from Employer and employee.

21.03 Workers' Compensation

a) Employees who apply for Workers' Compensation benefits will receive from the Employer weekly advances equivalent to the expected benefits with the employee assigning his benefit cheques to the Employer. 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.

b) Employees off on Workers' Compensation shall continue to accumulate vacation, sick days, bonus days and paid holidays to a maximum of one (1) years' accumulation.

c) Employees off on Sick EI Benefit, through no fault of their own, shall continue to accumulate vacation and bonus days.

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 Employer Reserves the Right

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

22.02 Work Normally Performed by Board Employees

The Employer will not contract out work that is normally done by employees.

22.03 Job Protection Contracting Out

The Union recognizes the responsibility and duty of the Employer to arrange for the performance of Public Services as efficiently and economically as possible. Subject to this requirement the Employer will maintain the same number of employees for the life of this Agreement three (3) full-time employees at the Water Treatment Plant.

Article 23 – Occupational Health and Safety

23.01 Co-operation Between Union and Employer

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

23.02 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established and composed of one (1) representative appointed by the Employer and one (1) representative appointed by the Union.

23.03 Meetings

The Occupational Health and Safety Committee shall meet at least once every two (2) 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 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 Occupational Health and Safety Committee, is not safe.

23.06 Accident Reports

The Occupational Health and Safety 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 Employer 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 Employer agrees to provide first aid kits in the Water Treatment Plant.

23.11 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 Safety Clothing

The Employer agrees to provide the following protective wear for each employee:

1. Rainwear (as required)
2. Rubber boots (job rated) (as required)
3. Work and Rubber gloves (as required)
4. Respirator and replacement cartridges (as required)
5. Protective eyewear (as required)
6. Latex and/or vinyl lab gloves (WTP only) (as required)
7. Safety harness (as required)
8. Ear protection
9. Winter Outer Clothing

One (1) pair of regular coveralls for the Water Treatment staff (annually).

In order to have this clothing replaced, the worn items must be returned.

One (1) pair of job rated footwear will be provided annually to a maximum of **three hundred dollars ($300)** (after taxes).

All employees are required to wear the appropriate protective wear for the duty they are performing.

Employer agrees to replace gas/dust masks as required.

The Employer shall provide the above clothing free of charge and will cover repair or replacement where necessary due to normal wear and tear. **It is understood that job rated footwear shall not be provided free of charge but reimbursed as stated above.**

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

24.02 Allowance for Tools

The Employer shall supply all tools and equipment required by employees in the performance of their duties.

24.03 Prescription Glasses

1. Employees who wear prescription glasses and are required to wear safety glasses at their job are eligible.

2. Employees can receive one (1) pair of safety glasses every two (2) years.

3. Eye examinations are not covered under the plan. Your eye exam is covered under your group insurance.

4. Safety glasses must have permanent (non-moveable) side shields.

5. The Employer will cover up to a maximum of **three** hundred and twenty dollars ($320.00) a pair.

6. Safety glasses must meet necessary Occupational Health and Safety regulations for employees' job duties.

7. Employer agrees to repair or replace safety glasses broken on the job.

24.04 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

See Addendum "A" attached.

25.02 Equal Pay for Equal Work

Employees shall receive equal pay for equal worth, regardless of sex.

Article 26 – Severance Pay

26.01 Entitlement Conditions

When an employee with one (1) year or more continuous service is laid off for reasons other than retirement or as covered by Article 9.03 or retires and is not a member of the retirement plan, they shall receive severance pay equal to one (1) week's pay for each year of service at the rate for the position last held.

Article 27 – Job Descriptions

27.01 Bargaining Unit Classifications

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 four (4) weeks designated for consultation. Following that period, the job description shall become final and will be recorded in the Job Description Manual within one (1) year of the signing of this Agreement.

b) Once the above process is completed, and 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.

27.02 No Classifications to be Eliminated

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

27.03 Change in Duties to be Negotiated

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he is unfairly or incorrectly classified, or when a re-classification is requested by an employee, or when a position not covered in Addendum "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or the rate of pay of the job in question, within 60 (sixty) calendar days such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by the employee. 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.

27.04 Classification Established to be Negotiated

Any job classification, coming within the scope of the bargaining unit as set forth in this Agreement, 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 negotiations between the Employer and the Union during the term of this Agreement. If the parties hereto fail to reach an agreement during such negotiations, the matter may be submitted by either party for a decision to an Arbitration Board in accordance with the provisions of Article 8 of this Agreement.

Article 28 – Technological Change

28.01 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.

28.02 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.

28.03 No New Employees

No additional employees shall be hired by the Employer until the employees hourly 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 29 – Present Conditions and Benefits

29.01 Rest Breaks

The Employer agrees that employees will be allowed **three (3)** fifteen (15) minute breaks during a normal workday. Such breaks will be taken at the job site.

29.02 Changes in Law Shall Not Invalidate Agreement

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 shall remain in existence and either party, upon notice to the other, may re-open this present Agreement for negotiation.

29.03 Proper Accommodation

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

29.04 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.

29.05 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.

29.06 Continuation of Acquired Rights

All provisions of the Agreement are subject to applicable laws now or hereafter in effect. If any law existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may re-open the pertinent parts of the Agreement for negotiation.

29.07 AWWA Membership Fees

The Employer agrees to pay full membership fees for the American Water Works Association for all Water Treatment Plant Operators.

Article 30 – Copies of Agreement

30.01 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 at its own expense sufficient copies of the Agreement.

Article 31 – Enforcement and Termination

31.01 Duration

This Agreement shall be binding and remain in effect from January 1, **2026** to December 31, **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.

31.02 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.

31.03 Notice of Changes

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

31.04 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.

31.05 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 9.03 or otherwise dismissed for cause.

31.06 Retroactivity

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

Article 32 – Payroll

32.01 Payroll

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

Signing Page

In witness whereof the hereto have caused these present to be executed in accordance with their respective regulations.

Signed on behalf of the Employer

Darren Finn
Darren Finn (Oct 13, 2026 22:52:02 GMT-2.5)

Darren Finn
Chief Administrative Officer

Steve Gosse
Director of Corporate Services

Mike Browne
Mike Browne (Oct 19, 2026 09:22:57 GMT-2.5)

Mike Browne
Mayor

Signed on behalf of the Canadian Union of Public Employees, Local 1349

Trevor Peddle
Trevor Peddle (Oct 9, 2026 16:29:46 GMT-2.5)

Trevor Peddle
President

Zach Eastman

Zach Easton
Bargaining Committee

Mike Owens
Mike Owens (Oct 9, 2026 15:38:22 GMT-2.5)

Mike Owens
National Representative

Date this 9 day of October, 2026.

Addendum "A" – Wage Rates

Increase base scale by:

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

Base increase before increases:

Level III - $1.50
Level IV - $2.00

Classification	Current	January 1, 2026	January 1, 2027	January 1, 2028	January 1, 2029
No Certification	$29.29	$31.05	$32.91	$33.57	$34.24
Level I	$30.46	$32.29	$34.22	$34.91	$35.61
Level II	$31.05	$32.91	$34.89	$35.59	$36.30
Level III	$32.16	$35.68	$37.82	$38.58	$39.35
Level IV	$33.25	$37.37	$39.61	$40.40	$41.21

Agree to retro on salary, standby, shift diff and pension to January 1, 2026. Employees will also be responsible for their own portion of pension contribution. No retro-pay for clothing and no requirement to back-pay into rate stabilization fund for these employees.

Addendum "B"

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 of _____, 20___.

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

The Union dues structure of Local 1349 is as follows:

_____

_____

The total regular wages paid during the month was $_____.

Enclosed are two list 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
(Exploits Regional Water Supply)

_____
Address

_____

Attach.
Cc. Secretary-Treasurer, CUPE Local 1349

Addendum "C"

Human Resources Department
Town of Grand Falls-Windsor

To Whom It May Concern:

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:_____

Sincerely yours,

_____
Signature

Addendum "D"

Overtime Policy

1. Overtime and call-back time shall be divided as equally as possible among employees qualified to perform the available work.

2. Overtime shall be accumulated each calendar year and shall not be carried over into a new calendar year. Senior employees have the right to perform the first overtime each year, unless it falls on a stand-by weekend.

3. If an employee performs overtime because the other employee(s) are unavailable, this time will also be used to calculate the accumulated time for the employee(s) that were unavailable. The only exceptions are when an employee is on vacation, bonus day, sick leave, or not at the work site because of a regular day off or for training.

4. Stand-by weekends shall not be rearranged to equalize the amount of overtime. Call-outs or stand-by during the absence of Operations Manager shall be used for this purpose, except with the mutual agreement of all employees involved and the Operations Manager.

5. Overtime shall not be assigned to employees with less accumulated overtime if it is going to be an additional cost to the Employer, such as a call-out to exchange the computer and change the telephone list at the WTP.

6. Call-outs during a stand-by day, holiday or weekend shall go to the employee on call during that period.

7. Records will be posted monthly, outlining for each employee's total overtime, any time missed due to unavailability, the overtime per qualification and calculated accumulated overtime.

8. The scheduling of overtime shall be left to the Operations manager, using this policy as a guide.

Letter of Understanding

Between the Town of Grand Falls-Windsor (Exploits Regional Water Supply)
and the Canadian Union of Public Employees, Local 1349

RE: Medical Certificates

The Employer agrees that it will follow any sick leave policy agreed upon by the Town of Grand Falls-Windsor and the Canadian Union of Public Employees.

It is understood this letter of understanding shall form part of the Collective Agreement.

Letter of Understanding

Between the Town of Grand Falls-Windsor (Exploits Regional Water Supply)
and the Canadian Union of Public Employees, Local 1349

RE: Public Works Staff Performing Bargaining Unit Work

Notwithstanding the language of Article 3.03, the Parties recognize the occasional need for Public Works staff to perform specific work at the Water Treatment Plant (WTP). Such work may overlap with the duties outlined in the Water Treatment Plant Operator Job Description. When this is anticipated, Water Treatment Plant employees shall be informed of the intent to do so prior to such work being carried out. Public Works employees shall not be assigned to perform duties at the WTP when no WTPO's are present at the facility, unless none are available, and with the exception of the Treatment Facility Operator, who may be required to provide coverage for scheduled or unscheduled leave. In such cases, the WTPO will remain on Standby.