

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF BISHOP'S FALLS
(Hereinafter called "The Employer")
Party of the First Part



Bishop's Falls
THE EXPLOITS ADVENTURE STARTS HERE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1349**
(Hereinafter called "The Union")
Party of the Second Part

CUPE / *Canadian Union
of Public Employees*

EFFECTIVE DATE: April 1, 2025
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Table of Contents

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	1
2.01 Management Rights	1
ARTICLE 3 - RECOGNITION AND NEGOTIATIONS	1
3.01 Bargaining Unit	1
3.02 Work of the Bargaining Unit	2
3.03 No Other Agreements	2
ARTICLE 4 - NO DISCRIMINATION	2
4.01 Not Discriminatory	2
ARTICLE 5 - UNION SECURITY	2
5.01 All Employees to be Members	2
5.02 Exploits Regional Water Supply Committee	2
5.03 Hiring of Non-Union Employees on Government Make Work Projects - Guarantee of Work	2
5.04 Guarantee of Work	3
5.05 Employee Contact Information	3
ARTICLE 6 - CHECK-OFF OF UNION DUES.....	3
6.01 Check-Off	3
6.02 Deductions	4
ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES	4
7.01 New Employees	4
7.02 Copies of Agreement	4
ARTICLE 8 - CORRESPONDENCE	4
8.01 Correspondence	4
ARTICLE 9 - LABOR MANAGEMENT RELATIONS	5
9.01 Representation	5
9.02 Representatives of Canadian Union	5
9.03 LABOR MANAGEMENT COMMITTEE	5
9.04 Function of Committee	5
9.05 Meetings of Committee	6
9.06 Chairperson of the Meeting	6
9.07 Minutes of Meeting	6
9.08 Jurisdiction of Committee	6
ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE BOARD.....	6
10.01 Copies of Resolutions	6
ARTICLE 11 - GRIEVANCE PROCEDURE	7
11.01 Election of Stewards	7
11.02 Names of Stewards	7
11.03 Grievance Committee	7
11.04 Permission to Leave Work	7
11.05 Definition of Grievances	7
11.06 Settling of Grievances	7
11.07 Policy Grievance	8

11.08	Union May Institute Grievances.....	8
11.09	Grievances on Safety	8
11.10	Replies in Writing.....	9
11.11	Facilities for Grievances	9
11.12	Supplementary Agreements	9
11.13	Failure to Act Within Time Limits	9
11.14	Technical Objections to Grievances	9
11.15	Expedited Arbitration	9
ARTICLE 12	- ARBITRATION.....	10
12.01	Composition of Board of Arbitration.....	10
12.02	Failure to Appoint	11
12.03	Board Procedure.....	11
12.04	Decisions of the Board	11
12.05	Disagreement on Decision	11
12.06	Expenses of the Board	11
12.07	Amending of Time Limits	11
12.08	Witnesses	12
ARTICLE 13	- DISCHARGE, SUSPENSION AND DISCIPLINE	12
13.01	Disciplinary Action and Procedure	12
13.02	May Omit Grievance Steps.....	13
13.03	Unjust Suspension or Discharge.....	13
13.04	Crossing of Picket Lines During Strike.....	14
13.05	Personnel Records	14
ARTICLE 14	- SENIORITY.....	14
14.01	Seniority Defined	14
14.02	Seniority List.....	14
14.03	Probationary Employees	14
14.04	Loss of Seniority.....	15
14.05	Transfers and Seniority Outside Bargaining Unit.....	15
14.06	Definition of Regular, Temporary and Casual	16
ARTICLE 15	- PROMOTIONS AND STAFF CHANGES.....	16
15.01	Job Postings	16
15.02	Information in Postings.....	16
15.03	No Outside Advertising	16
15.04	Recognition of Seniority	16
15.05	Method of Making Appointment	17
15.06	Trial Period/ Probationary Period.....	17
15.07	Promotions Requiring Higher Qualifications	17
15.08	Disabled Employees' Preference.....	17
15.09	Notification to Employee and Union	18
15.10	On the Job Training	18
15.11	Preference of Promotions	18
15.12	Hiring Retirees	18
ARTICLE 16	- LAYOFFS AND RECALLS.....	18
16.01	Layoff and Recall Procedure	18
16.02	No New Employees.....	19

16.03	Notice of Layoff	19
16.04	Grievance of Layoffs	19
ARTICLE 17	- HOURS OF WORK	19
17.01	Hours of Work	19
17.02	Working Schedule	21
17.03	Minimum Hours	21
17.04	Break Period	21
17.05	Union Meeting Night	21
17.06	Shift Work	21
ARTICLE 18	- OVERTIME	22
18.01	Overtime Defined	22
18.02	Overtime Rates	22
18.03	No Lay-Off to Compensate for Overtime	23
18.04	Minimum Call-Back	23
18.05	Time of Emergency	23
18.06	Pay During Lunch Hour	23
18.07	Time in Lieu of Overtime	24
18.08	Standby Provisions	24
18.09	Overtime	24
18.10	Overtime While on Sick Leave	25
ARTICLE 18B	- WATER AND SEWER WORK	25
ARTICLE 19	- HOLIDAYS	26
19.01	List of Holidays	26
19.02	Holiday Falling on Employees Regular Day Off	26
19.03	Holiday Pay	26
19.04	Holidays on Day Off	26
19.05	Holidays for Casual Employees	26
ARTICLE 20	- VACATIONS	27
20.01	Length of Vacations	27
20.02	Holidays During Vacation	27
20.03	Vacation Pay on Termination	28
20.04	Preference in Selecting Vacations	28
20.05	Vacation Schedules	28
20.06	Approved Leave of Absence During Vacation	28
20.07	Call Back from Vacation	29
ARTICLE 21	- SICK LEAVE PROVISIONS	29
21.01	Sick Leave Defined	29
21.02	Accumulated Sick Leave	29
21.03	Deductions from Sick Leave	29
21.04	Proof of Illness	29
21.05	Sick Leave for Traveling to Medical Appointments	30
21.06	Sick Leave During Leave of Absence	30
21.07	Extension of Sick Leave	30
21.08	Sick Leave Records	30
21.09	Sick Leave for Casual Employees	30
21.10	Sick Leave for Immediate Family Illness	31

ARTICLE 22 - LEAVE OF ABSENCE	31
22.01 For Union Business	31
22.02 Union Conventions and Meetings	31
22.03 Bereavement Leave	31
22.04 Mourner's Leave	32
22.05 Maternity/Parental/Adoption Leave	32
22.06 Family Leave	32
22.07 Time off for Election	32
22.08 Jury or Court Witness Duty	33
22.09 Education Leave	33
22.10 General Leave	33
ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES	33
23.01 Pay Days	33
23.02 Equal Pay for Equal Work	33
23.03 Part Time Employees	33
23.04 Pay During Temporary Transfer	34
23.05 Temporary Forman	34
23.06 Open Sewage Premium	34
ARTICLE 24 - SEVERANCE PAY	34
24.01 Severance Pay	34
ARTICLE 25 - JOB CLASSIFICATIONS AND RECLASSIFICATION	35
25.01 Job Descriptions	35
ARTICLE 26 - WELFARE BENEFITS	35
26.01 Long Term Disability	35
26.02 Group Life and Extended Health Benefits	35
26.03 Group Pension	36
26.04 Hearing Examination	36
ARTICLE 27 - JOB SECURITY	36
27.01 Restriction on Contracting Out	36
27.02 Inclement Weather	37
27.03 Amalgamation and Merger Protection	37
27.04 Equipment Rental	38
ARTICLE 28 - GENERAL CONDITIONS	38
28.01 Bulletin Boards	38
28.02 Tools and Equipment	38
28.03 Clothing	38
28.04 Contracting Out - Stadium's Plant Maintenance	39
ARTICLE 29, TERM OF AGREEMENT	39
29.01 Effective Date	39
29.02 Changes in Agreement	39
29.03 Notice of Changes	40
29.04 Agreement to Continue in Force	40
29.05 No Strike	40
ARTICLE 30 - BENEFITS	40
30.01 Eligibility for Service Rated Benefits	40
30.02 Training Benefits	41

ARTICLE 31 – OCCUPATIONAL HEALTH AND SAFETY	41
31.01 Co-operation Between Union and Employer	41
31.02 Occupational Health and Safety Representatives	42
31.03 No Disciplinary Action	42
31.04 Accident Reports	42
31.05 Pay During Time Injured While on Shift	42
31.06 Transportation to Doctor or Hospital	42
31.07 First Aid Kits	42
31.08 Posting of Training Certificates	42
Signing Page.....	43
APPENDIX “A”	44
Wages and Pay Scale	44
APPENDIX “B”	45
Memorandum of Understanding	46
Garbage Collection Schedule	46
Group Insurance	46
Heavy Equipment Operator/Plant Maintenance Refrigeration	46
Memorandum of Understanding	47
Waste Water Treatment Project	47
Memorandum of Understanding	48
Regarding Holidays and Overtime	48
Memorandum of Understanding	49
Four (4) Day Work Week	49

ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this agreement:

- (1) to maintain and improve the harmonious relations and settle conditions of employment between the employer and the union;
- (2) to recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (3) to encourage efficiency in operation.
- (4) to 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 the working conditions of the employees be drawn up in an agreement.

Now, therefore, the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The union recognizes that it is the function of the employer to exercise the regular and customary function of management and to direct the working forces of the employer, subject to the terms of this agreement. The question of whether one of these rights is limited by this agreement may be decided through the grievance procedure.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The employer recognizes the Canadian Union of Public Employees and its Local 1349 as the sole and exclusive collective bargaining agent for all of its employees save and except the Town Manager/Clerk, Assistant Town Manager, Program Coordinator, Public Works Supervisor, and Office Administrator. The employer hereby consents and agrees to negotiate with the union, or any of its authorized committees concerning all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 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 for the purpose of conducting an initial assessment, instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the regular hours of work or pay of any regular employees.

3.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the employer or their representative which may conflict with the terms of this collective agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 Not Discriminatory

The Parties agree not to discriminate against any employee and in that regard agree to comply with the provisions of the Newfoundland and Labrador *Human Rights Act, 2010*, as may be amended from time to time.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

All employees of the employer, in accordance to Article 3:01, as a condition of continuing employment, shall become and remain members of the union, according to the constitution and by-laws of the union. All future employees of the employer shall, as a condition of continued employment, become and remain members in the union on the day they are hired.

5.02 Exploits Regional Water Supply Committee

The Town of Bishop's Falls agrees that the Exploits Regional Water Supply Committee shall not perform any duties or provide any service presently being performed by members of the bargaining unit.

5.03 Hiring of Non-Union Employees on Government Make Work Projects - Guarantee of Work

Council appreciates the cooperation of CUPE in the past with respect to the

hiring of non-union employees on government make work projects. Council is prepared to give every reasonable assurance that hiring on government funded projects where possible, will be done at a time when regular employees are employed and will not engage workers on these projects in work normally done by regular employees while regular employees are on lay off. Council agrees to notify the union when personnel are to be engaged under government funded projects. This advice will cover the number of people engaged and the nature and location of these projects to be undertaken. Notwithstanding the foregoing it is agreed that management has the right to employ workers under government grants to perform work which is not normally performed by bargaining unit employees. It is understood that grant workers can be assigned to various clean-up projects throughout the municipality in cases where all regular employees are included on the payroll for the period of employment of the grant workers. All members of Local 1349 - Bishop's Falls shall be given the opportunity to review grants and shall give the approval for the grants in a timely manner.

5.04 Guarantee of Work

The Town agrees that the following regular positions will be maintained at the current hours of work during the term of this agreement:

- a) Four (4) regular positions in Public Works.
- b) Two (2) regular positions in Office Administration.
- c) One (1) regular position in Recreation.

5.05 Employee Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the Employee's work site and employment status (such as temporary, seasonal, casual), and if the Employee is on a leave of absence. The Employee contact list will be provided in an electronic format to the Union contact designated by the Executive on an annual basis.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off

The Town shall not be responsible for collecting any past or future arrears in Union dues, or any entrance or initiation fees, or fines or other assessments, but

shall be obliged only to deduct once monthly, the regular monthly dues as long as the wages due to the employee are sufficient to cover this deduction.

6.02 Deductions

The Employer will deduct 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 Secretary-Treasurer of the Union no later than the 15th day of the month following the one in which they were deducted, accompanied by a list of the names and addresses of all employees whose wages the deductions have been made.

**ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL
ACQUAINT NEW EMPLOYEES**

7.01 New Employees

The employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the article dealing with Union Security and Dues Check-off.

7.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their union steward or representative who will provide them with a copy of the collective agreement. The shop steward shall be given the opportunity to interview new members and advise them of their rights and obligations under the collective agreement for a minimum of thirty (30) minutes within ten (10) days of their date of hire.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall be conducted between the Manager/Clerk and the Shop Steward. Copies shall be provided to the CUPE National Representative. Failure of the Manager/Clerk to notify the CUPE National Representative shall not invalidate a notice served under the Agreement.

ARTICLE 9 - LABOR MANAGEMENT RELATIONS

9.01 Representation

No individual employee or group of employees shall undertake to represent the union at meetings with the employer without proper authorization of the union. In order that this may be carried out, the union will supply the employer with the names of its officers. Similarly, the employer will, if requested, supply the union with a list of its supervisory or other personnel with whom the union may be required to transact business.

9.02 Representatives of Canadian Union

The union shall have the right at any time to have the assistance of representative of the Canadian Union of Public Employees when investigating grievances or negotiating with the employer. With prior notification and approval of 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. Such requests will not be unreasonably denied.

9.03 LABOR MANAGEMENT COMMITTEE

Establishment of Committee

A Labour Management Committee shall be established consisting of two representatives of the union, which shall include the Shop Steward, and two representatives of the employer, which shall include a representative appointed by the Public Works Standing Committee. 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. Committee meetings shall be scheduled on the second Tuesday of January, April, July and October.

9.04 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 the employees.
2. Improving services to the public.
3. Promoting safety and sanitary practices.
4. Viewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
5. Correcting conditions causing grievances and misunderstandings.

9.05 Meetings of Committee

The Committee shall meet 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.

9.06 Chairperson of the Meeting

An employer and a union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

9.07 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairperson 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 seven (7) days following the meeting.

9.08 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.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE BOARD

10.01 Copies of Resolutions

Decisions of Council which affect any of the terms of this agreement will be made known to the union by letter from the Manager/Clerk within 30 days of implementation.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 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 stewards, whose duties shall be to assist any employee which the steward represents, in preparing and in presenting their grievance in accordance with the grievance procedure.

11.02 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.

11.03 Grievance Committee

The stewards so selected shall constitute the Grievance Committee so long as they remain members of the bargaining unit or until their successors are chosen.

11.04 Permission to Leave Work

The employer agrees that stewards 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 is employed to perform full-time work for the employer and that they will not leave their work during working hours, except to perform their duties under this agreement. Therefore, no steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

11.05 Definition of Grievances

A grievance under this agreement shall be defined as a dispute arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

11.06 Settling of Grievances

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

Step 1

Within five (5) days of learning about an issue that may result in a grievance, an employee shall first discuss the matter with their supervisor to obtain clarification and seek a resolution.

Step 2

If the matter is not resolved in Step 1, the aggrieved employee(s) will discuss the potential grievance with their steward. If the steward considers the grievance to be justified, they will, within ten (10) days of the employee learning about the issue that is the subject of the grievance, first work to settle the dispute with the employee's supervisor, who shall render their decision within four (4) working days after the steward brings the matter to the supervisor's attention.

Step 3

Failing settlement being reached in Step 2, the Shop Steward will within five (5) working days submit the grievance to the Manager/Clerk who shall render their decision, in writing, within four (4) working days after receipt of such notice.

Step 4

Failing a settlement being reached in Step 3, the Shop Steward will within five (5) working days submit the written grievance to Council which shall render their decision within ten (10) working days after receipt of such notice.

Step 5

Failing a satisfactory settlement being reached in Step 4, the union may refer the dispute to arbitration. A referral to arbitration must be made within fifteen (15) days of the reply at Step 4.

11.07 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 by-passed.

11.08 Union May Institute 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) or steward and to seek adjustment with the employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

11.09 Grievances on Safety

An employee or group of employees who believe they are being required to work

under conditions which are unsafe and unhealthy shall, after first attempting to resolve the matter outside the grievance process with their immediate supervisor and/or the Town Clerk/Manger and provided such a process failed to bring about a satisfactory resolution, have the right to file a grievance in the third step of the grievance procedure for preferred handling in such procedure and arbitrations.

11.10 Replies in Writing

Replies to grievances shall be in writing at all stages.

11.11 Facilities for Grievances

The employer shall supply the necessary facilities for the grievance meetings.

11.12 Supplementary Agreements

Supplementary agreements, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.

11.13 Failure to Act Within Time Limits

Failure of the union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the union in any future identical grievance.

11.14 Technical Objections to Grievances

No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a step in the grievance procedure.

11.15 Expedited Arbitration

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

Expedited 1

1. In any dispute of interpretation or application of the collective agreement, the parties agree to submit a written brief only detailing the arguments of the respective parties to a single arbitrator within fifteen (15) calendar days of the written response of the Council in Step 4 of the Grievance Procedure.
2. The single arbitrator must be agreed to by both parties within seven (7)

- calendar days of the Council's written response and the appointed arbitrator must be willing to render a verbal decision within two (2) calendar days following receipt of the written brief from each party.
3. Decisions will be non-precedential and without prejudice for any subsequent grievance of a similar nature.

Expedited 2

1. In any dispute of interpretation or application of the collective agreement, the parties agree to submit a written brief and present oral arguments to a single arbitrator within twenty (20) calendar days of the written response of the Council in Step 4 of the grievance procedure.
2. The single arbitrator must be agreed to by both parties within seven (7) calendar days of the Council's written response and the appointed arbitrator must be willing to render a decision within ten (10) calendar days following presentation of written briefs and oral arguments of each party. A written decision is required.
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 12 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 12 - ARBITRATION

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made within fifteen (15) days of the reply at Step 4 of the grievance procedure, by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter the other party shall answer the registered mail indicating the name and addresses of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial chairperson.

The parties may agree to a single arbitrator.

12.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within seven (7) days of appointment, the appointment shall be made by the Minister of Labor, upon request of either party.

12.03 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within sixty (60) days from the time the Chairperson is appointed.

12.04 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 and binding and enforceable on all parties, but in no event shall the Board of Arbitration 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 any discharge or a discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

12.05 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 three (3) days.

12.06 Expenses of the Board

Each party shall pay:

1. the fees and expenses of the Arbitrator it appoints,
2. one half of the fees and expenses of the Chairperson.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure are mandatory and may only be extended by mutual consent of the parties to this agreement.

12.08 Witnesses

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

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Disciplinary Action and Procedure

The Employer shall have the right to discipline, suspend, or discharge an employee for just and sufficient cause. Where an employee must be disciplined because their conduct, behaviour and/or performance is unsatisfactory, the following procedure shall apply:

Step 1: Written Warning

Where the employer deems it necessary to discipline an employee because their conduct, behaviour, and/or performance is not satisfactory, the employer shall first issue a written warning. The written warning shall describe the inappropriate conduct, behaviour, and/or performance and what the employee must do to resolve the problem(s). The written warning must be issued within five (5) business days of the employer becoming aware of the inappropriate conduct, behaviour, and/or performance. A written warning issued to an employee shall not be used against them after six (6) months have elapsed provided there has been no recurrence of a similar and/or other infraction.

Step 2: Short-term Suspension

Where the employer deems it necessary to discipline an employee because their conduct, behaviour, and/or performance remain unsatisfactory after a written warning, which can relate to the same or another incident, the employer shall issue a short-term suspension of two (2) days without pay. The short-term suspension, which shall be in writing, shall describe the inappropriate conduct, behaviour, and/or performance and what the employee must do to resolve the problem(s). The short-term suspension must be issued within five (5) business days of the employer becoming aware of the inappropriate conduct, behaviour, and/or performance. A short-term suspension issued to an employee shall not be used against them after twelve (12) months have elapsed provided there has been no recurrence of a similar and/or other infraction.

Step 3: Long-term Suspension

Where the employer deems it necessary to discipline an employee because their

conduct, behaviour, and/or performance remains unsatisfactory after a short-term suspension, which can relate to the same or another incident, the employer shall issue a long-term suspension of five (5) days without pay. The long-term suspension, which shall be in writing, shall describe the inappropriate conduct, behaviour, and/or performance and what the employee must do to resolve the problem(s). The long-term suspension must be issued within five (5) business days of the employer becoming aware of the inappropriate conduct, behaviour, and/or performance. A long-term suspension issued to an employee shall not be used against them after eighteen (18) months have elapsed provided there has been no recurrence of a similar and/or other infraction.

Step 4: Termination

Where the employer deems it necessary to discipline an employee because their conduct, behaviour, and/or performance remain unsatisfactory after a long-term suspension(s), which can relate to the same or another incident, the employer may terminate the employee's employment in writing. Termination must be issued within five (5) business days of the employer becoming aware of the inappropriate conduct, behaviour, and/or performance.

Nothing in this article shall abrogate or derogate from the employer's right to immediately terminate employment for just cause or to immediately suspend an employee for just cause where the circumstances warrant.

In the event an employee decides to grieve a disciplinary action under this article, they must do so within five (5) business days of receiving the written notice from the employer.

13.02 May Omit Grievance Steps

An employee considered by the union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

13.03 Unjust Suspension or Discharge

Should it be found upon investigation that an employee had been unjustly suspended or discharged, each 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 next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

13.04 Crossing of Picket Lines During Strike

An employee covered by the Agreement shall have the right to refuse to cross a picket line arising out of labour disputes at the premises of another Employer. 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.

13.05 Personnel Records

An employee shall have the right, at any reasonable time during regular business hours and under the supervision of the Town Manager/Clerk or the Office Administrator, to have access to and review their personnel record and copy any document contained therein.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of service with the employer and shall be used in determining preference or priority for promotions, transfer, demotions, layoffs and recalls. Seniority shall operate on a bargaining-unit-wide basis.

14.02 Seniority List

The employer shall maintain a seniority list showing the date upon which each employee's service commenced, and the total number of hours worked. An up-to-date seniority list shall be sent to the union and posted on all bulletin boards in January and July of each year and within thirty (30) days of the signing of this agreement.

14.03 Probationary Employees

Newly hired regular employees shall be considered on a probationary basis for a period of 960 hours. Newly hired casual and temporary employees shall be considered on a probationary basis for a period of 480 hours. After the completion of 480 hours (regular) or 240 hours (casual) of work, the employer will conduct an interim evaluation. During the probationary period, employees shall be entitled to all rights and privileges of this agreement, except with respect to termination. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance/Arbitration Procedure, unless the union claims discrimination, as noted in article 2, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 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 Council.

An employee shall only lose their seniority in the event:

1. They are discharged for just cause and is not reinstated.
2. They resign in writing and does not withdraw the resignation within three (3) working days.
3. They are absent from work in excess of three (3) working days without notifying the employer, unless such notice was not reasonably possible and provided that acceptable justification is provided on their return to work.
4. They fail to return to work within five (5) working days after being notified 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.
5. They are off the payroll for a period longer than twenty-four (24) consecutive months.
6. If a casual employee, who has completed their probationary period, is unavailable for six (6) shifts in a six (6) month period they will be removed from the seniority list and lose their employment unless the casual employee is unavailable because of sickness or another reason deemed justifiable by their immediate supervisor. Notwithstanding the latter, where a casual Operator/Labourer notifies the Supervisor, in writing, that they will not be available during any period between May 1 and Nov 30 in a calendar year because the casual Operator/Labourer will be employed elsewhere, they shall not be called for work during the period of unavailability.

14.05 Transfers and Seniority Outside 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 of the bargaining unit, they shall retain their seniority acquired at the date of leaving the Unit but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority. An employee on temporary transfer outside the bargaining unit will continue to pay union dues and will retain all rights and benefits of the collective agreement, for a period of ninety (90) days subject to renewal by the parties.

14.06 Definition of Regular, Temporary and Casual

For the purpose of this Agreement there shall be three types of employees as defined below.

- (a) "Regular Employee" means a person who is employed on a permanent basis.
- (b) "Temporary Employee" means a person who is not employed on a permanent basis but has been assigned to a job or position for a specific period of time that is greater than two consecutive months.
- (c) "Casual Employee" means a person who is neither a regular or temporary employee and is engaged by the employer on an as needed basis.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs or a new position is created (the "vacancy"), either inside or outside of the bargaining unit, the Employer shall notify the Union, in writing, within five (5) business days of the vacancy. A vacancy shall be posted for a minimum of seven (7) calendar days and filled within the bargaining unit, provided the position is inside the bargaining unit and there being suitable applicants for the vacancy. If a vacancy cannot be filled within the bargaining unit, it shall be posted externally. A vacancy will be advertised via the Town's HR platform and posted in the Departments' workplace.

15.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.

15.03 No Outside Advertising

No outside advertising for additional employees shall be made until present employees have had a full opportunity to qualify subject to article 15.07.

15.04 Recognition of Seniority

Both parties recognize:

1. the principle of promotion within the service of the employer; and
2. that job opportunity should increase in proportion to length of service.

15.05 Method of Making Appointment

Therefore, in making staff changes, transfers, or promotions, 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.

15.06 Trial Period/ Probationary Period

The successful applicant shall be appointed on a trial basis for a period of three (3) months. Permanent appointment to the position shall be conditional on satisfactory service during the trial period, as determined by the Employer. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wage or salary, any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority and wage or salary. A trial period of 21 days worked for casual employees will apply under this article. An employee shall only have to serve a trial period once for any one classification, provided there have been no substantial changes to the classification.

15.07 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 filing of a vacancy. Such employee will be given an opportunity to qualify within a two (2) month trial period and to revert to their former position if the required qualifications are not met within such time.

15.08 Disabled Employees' Preference

The Employer shall make reasonable, good faith efforts to accommodate employees who have become incapacitated by injury or illness, or who, through advancing years or temporary disablement, are unable to carry out the fundamental duties and responsibilities of their position. Such accommodation shall not result in the displacement of another bargaining unit employee with more seniority.

15.09 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 within the bargaining unit and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

15.10 On the Job Training

Employees of the bargaining unit shall be given the opportunity to receive any on- the-job training the Council may inaugurate. Such opportunity shall be allocated according to the seniority provisions of this agreement.

15.11 Preference of Promotions

Employees taking on-the-job training will be given preference for promotions, subject to Article 14.

15.12 Hiring Retirees

Upon retirement, an employee may opt to remain as a casual employee, provided they have the required qualifications to work in the Public Works and Recreation Departments, and will be placed on the call-in list accordingly, subject to the following conditions: (1) The employee shall have no seniority and shall not accumulate seniority; (2) the employee maintains the required qualifications; and (3) the employee remains on the bottom of the call-in list. The employee shall retain the step level on the pay wage grid they were receiving at the time of retirement. All qualified regular and casual employees shall be called before any retiree.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Layoff and Recall Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

- a) Temporary employees shall be laid off before any regular employees are laid off.
- b) Temporary employees will be laid off in reverse order of their seniority.

- c) A regular employee who is on notice of layoff may accept the layoff or displace a union regular employee if they are qualified to do the work required.
- d) Subject to (c) above, a displaced employee shall displace any other junior employee until the bumping procedure is completed.

16.02 No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment, subject to Article 14.

16.03 Notice of Layoff

The employer shall notify employees who have worked continuously for at least twelve (12) months prior to lay-off, and 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. Employees who have worked less than twelve (12) continuous months prior to lay-off shall receive notice provided for under the Labor Standards Act.

16.04 Grievance of Layoffs

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 17 - HOURS OF WORK

17.01 Hours of Work

(a) Public Works Department

- i. The normal work week for regular employees in the Public Works Department shall consist of five (5) eight (8) hour days from Monday to Friday inclusive, for a total of forty (40) hours per week. The normal workday shall not commence before 8 a.m. nor finish later than 5:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours, with one hour off for lunch. Except as hereinafter provided, the hours of work shall be from 8 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m.
- ii. Notwithstanding article 17.01 (a) (i), the employer may, with the consent of the impacted regular employees, implement a one-half

hour lunch break at any period and for any length of time during the year. Where the one-half hour lunch break is implemented, the normal workday shall be spread over an eight and a half (8.5) hour period.

- iii. Notwithstanding article 17.01 (a) (i), to facilitate the provision of municipal services, the employer may institute an eight-hour shift beginning between 5:00 am and 8:00 am, Monday through Friday, for a period of time determined by the employer (referred to as the early shift). For greater clarity, the early shift shall only be instituted for roadwork (i.e. line painting, asphalt repair, etc.), snow clearing or another purpose mutually agreeable by the parties. The parties agree that the winter shift shall commence on the first Monday of November of each year and shall not go beyond April 30th of the subsequent year. Regular employees shall be notified at least forty-eight (48) hours in advance of the commencement, adjustment, or termination of an early shift that begins during the summer months for line painting and asphalt repairs. Regular employees shall be notified at least forty-eight (48) hours in advance of the termination of the winter shift

(b) Administration Department

- i. The normal working schedule for regular employees in the Administration Department shall be seven (7) hours per day for a total of thirty-five (35) hours per week.

(c) Recreation Department

- i. When the stadium is in operation, the normal work week for regular employees in the Recreation Department shall consist of five (5) eight (8) hour days for a total of forty (40) hours per week. No eight (8) hour shift shall be spread over a period longer than nine (9) hours with an hour off for lunch. The employer shall provide the regular employee with their schedule no later than two (2) business days before the commencement, adjustment or termination of the schedule. The schedule may be amended by the employer upon providing the regular employee or regular employees with two (2) business days advance notice.
- ii. When the stadium is not in operation, the normal work week for regular employees in the Recreation Department shall be the same as the normal week for public works employees as defined in article 17.01 (a).

(d) Temporary and Casual Employees

- i. The work schedule for temporary and casual employees shall be based on the operational requirements of the Town and may or may not take the form of normal weeks and hours as prescribed in articles 17.01 (a), 17.01 (b), and 17.01 (c). The employer reserves the right to determine the work schedule for temporary and casual employees.

17.02 Working Schedule

- a) The hours and days of work for Stadium employees shall be posted in an appropriate place at least one week in advance.
- b) When an employee is required to work on their scheduled days off they shall receive time and one half (x1.5) for all work performed on the first day and double time (x2) for all work performed on the second day.

17.03 Minimum Hours

An employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

17.04 Break Period

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift or by any other arrangement that is mutually agreed to by the employee(s) and the Supervisor.

17.05 Union Meeting Night

On the day in each month on which the regular monthly, special, or deferred meeting of the union is scheduled, work shall cease not later than 6 p.m., except in cases of emergency.

17.06 Shift Work

Employees whose scheduled shifts require them to work hours that fall between 5 pm and 8 am the following day will receive a shift differential of \$1.00 per hour. This premium will not apply to employees who are in receipt of overtime hours.

ARTICLE 18 – OVERTIME

18.01 Overtime Defined

All time worked beyond the normal workday, the normal work week, or on a holiday, shall be considered as overtime.

18.02 Overtime Rates

Overtime rates shall apply for work as follows:

1. On a regular workday - time and one-half (1.5x) up to 12:00 midnight and double (2x) time after 12:00 midnight in any one day or shift.
2. Time and one-half (1.5x) for all work performed on Saturday and double (2x) time for all work performed on Sunday.
3. On a Statutory Holiday - Time and one-half (1.5x) plus another day off with pay at a time mutually agreeable between the employee and the employer. Notwithstanding any other article in this agreement, the parties agree and understand that as it concerns Thanksgiving, Remembrance Day, Boxing Day, and New Year's Day, this article shall be applied on the holiday's calendar day and not the day of observance. For example, and greater clarity, where Remembrance Day falls on a Sunday and the holiday is being observed on a Monday, this article shall apply on Sunday (article 18.02 (2) would not apply). Regular overtime as defined in article 18.02 (1) shall apply on the Monday or the day of observance.
4. On Christmas Day - Double (2x) time plus another day off with pay at a time mutually agreeable between the employee and the employer. This article shall be applied on the holiday's calendar day and not the day of observance.
5. Notwithstanding any other article, casual employees scheduled for up to full time hours forty (40) per week or who have worked forty (40) hours in the week, or who have worked more than twelve (12) hours in one given day shall be entitled to overtime for all additional hours worked as per Articles 18.02 (1), (2), and (3).
6. Overtime shall not apply when the regular hours of work of an employee working in the stadium falls on a Saturday or Sunday.

18.03 No Lay-Off to Compensate for Overtime

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

18.04 Minimum Call-Back

An employee who has left their place of work at the completion of their shift and is called back to work and is required to work outside their regular working hours shall be paid for a minimum of four (4) hours at applicable overtime rates. If the employee works more than four (4) hours, they shall be paid time and one-half for all remaining hours. Overtime rates shall not apply to casual employees who have worked less than 40 hours per week or 8 hours per day.

18.05 Time of Emergency

In the case of emergency Management reserves the right to turn off or on water without having to call back an employee for whom the union is bargaining agent. Emergency is defined as "when a person's property is in immediate danger".

18.06 Pay During Lunch Hour

The Town agrees to pay time and one-half (1.5x) when an employee is required to work during the meal hour at the request of the Town. A fifteen (15) minute break will be permitted after essential work has been completed. A meal OR meal allowance, based on provincial meal rates, will be provided to employees who work during the meal hour. The employer will endeavour to make payment on a weekly basis; however, the payment shall be issued within 30 days.

18.06.01 Meals During Overtime

When an employee is required to work unscheduled overtime immediately following their regular shift, they shall receive a meal or meal allowance, based on provincial meal rates, after two (2) hours from the commencement of such overtime if work is still in progress. If scheduled overtime, employees will receive a meal allowance, based on provincial meal rates, after two (2) hours from commencement of such work plus fifteen (15) minute rest break prior to start of overtime. On weekends and holidays, a meal allowance, based on provincial meal rates, will be provided if working beyond four (4) consecutive hours. The employer will endeavor to make payment on a weekly basis; however, the payment shall be issued within 30 days.

18.06.02 Meals During Standby and Emergencies

During standby and emergency situations such as waterline breaks, the employer shall ensure the employee on standby or the supervisor, as the case may be, has the means to provide employees with a meal.

18.07 Time 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. Should time off not be given by the end of the calendar year the employee shall receive pay at the appropriate overtime rate. An employee shall only accumulate up to 20 hours of overtime in any given calendar year.

18.08 Standby Provisions

- (a) Standby means any period of time not part of the regular work schedule during which an employee is required to monitor road conditions to call in workers as warranted. Any emergency or other incidental situation arising during the period of standby is the responsibility of the person on call.
- (b) Any employee required to perform standby duty shall be paid one and one-half hours of regular pay for each eight (8) hour shift of standby for the period starting at the end of the regular shift on Friday to the beginning of the regular shift on Monday.
- (c) A standby schedule may be established by the employer each year, with the expectation that a regular public works employee will cover at least one (1) weekend per month. The remaining weekends will be the Employer's responsibility.
- (d) When a regular Public Works employee is on standby, they shall be the first response (call out). Additional employees will be called such as to establish a 1:1 ratio between regular and casual employees, subject to available resources. Regular Public Works employees shall be called out based on the overtime list with the employee having the least amount of overtime being called first. The Employer will call out employees as per the established ratio with the first call out being a regular employee.
- (e) The call-out procedure outlined by article 18.08 (d) shall apply when standby is not in effect.

18.09 Overtime

Overtime opportunities shall be shared equally amongst all qualified regular

employees. The employer shall post a weekly list of all overtime worked by each employee. Employees that are called and are unavailable or decline the overtime, will be credited as having had the opportunity to work the overtime. Employees that accept the overtime will also be credited with the overtime actually worked.

18.10 Overtime While on Sick Leave

Notwithstanding article 18.09, where an employee is on sick leave in accordance with article 21, that employee shall not be entitled to receive overtime calls unless the employee notifies the supervisor that they are able to return to work and, if applicable, provides a doctor's note to that effect.

ARTICLE 18B – WATER AND SEWER WORK

During an emergency water and/or sewer issue that occurs outside the normal work week as defined in article 17.01, the employer agrees to implement the following procedure where reasonably possible to do so:

- (1) The employer shall first call-out a regular employee.
- (2) Where additional employees are required to respond to the emergency water and/or sewer issue, the employer shall proceed to call-out casual and regular employees such as to establish and maintain a 1:1 ratio between casual and regular employees. The number of employees required to respond to an emergency water and/or sewer issue shall be determined by the employer.
- (3) Notwithstanding procedure one (1) and two (2) as outlined above, no employee shall be entitled to grieve;
 - (a) the failure of the employer to establish a 1:1 ratio between casual and regular employees.
 - (b) the failure of the employer to ensure any regular employees are called-out to respond to the emergency water and/or sewer issue.

ARTICLE 19 - HOLIDAYS

19.01 List of Holidays

The employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
Discovery Day	Boxing Day
St. George's Day	National Day for Truth and Reconciliation

Four bonus days per calendar year to be taken at times mutually agreeable between the employer and the employee. There shall be no carryover of any bonus days.

Also, any other day proclaimed or declared as a holiday by the Provincial Government. It is also understood that Bishop's Falls Day will be an additional holiday regardless of when it is celebrated. Therefore, if it is celebrated on any other designated holiday employees shall receive two (2) holidays.

19.02 Holiday Falling on Employees Regular Day Off

When any of the above 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 employee shall be deemed to be holidays for the purpose of this agreement.

19.03 Holiday Pay

Employees who are not required to work on the aforementioned holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with Article 18.02.

19.04 Holidays on Day Off

When any of the aforementioned holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the employer.

19.05 Holidays for Casual Employees

Any casual employee who has worked at least one hundred (100) hours in the four (4) weeks before the scheduled holiday shall be entitled to pay based on the average hours worked per day in the four (4) week period, for the aforementioned holidays. Absence because of illness or other just cause on the day preceding the holiday will not result in the loss of holiday pay.

ARTICLE 20 - VACATIONS

20.01 Length of Vacations

Employees shall receive an annual vacation with pay in accordance with credit service prior to the commencement of the vacation period as follows:

Less than one year	1 working day for each month
After 1 year	12 working days
After 2 years	13 working days
After 3 years	14 working days
After 4 years	15 working days
After 5 years	16 working days
After 6 years	20 working days
After 7 years	20 working days
After 8 years	20 working days
After 9 years	20 working days
After 10 years	20 working days
After 11 years	23 working days
After 12 years	23 working days
After 13 years	23 working days
After 14 years	23 working days
After 15 years	23 working days
After 16 years	25 working days
After 17 years	25 working days
After 18 years	25 working days
After 19 years	25 working days
After 20 years	25 working days
After 21 years	30 working days
After 22 years	30 working days
After 23 years	30 working days
After 24 years	30 working days
After 25 years	30 working days

20.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each holiday in addition to their regular vacation time.

20.03 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

20.04 Preference in Selecting Vacations

Vacation requests must be submitted to their respective supervisor no later than the third Friday of May in any given calendar year. Scheduled vacation leave may be amended up to November 30 in the same calendar year upon mutual agreement by the employer and employee. Preference in choosing vacation dates shall be granted on the basis of seniority.

Employees shall be entitled to accrue up to 10 days in unused vacation leave for their future use.

Unless otherwise agreed to by the employer, only two regular employees in the Public Works Department may be on leave at any given time.

When selecting vacation for June, July and August, employees will be limited to selecting a maximum of 3 weeks. Once all eligible employees in a department have made their initial selection, they shall be permitted to select additional vacation dates.

20.05 Vacation Schedules

Vacation schedules shall be posted by June 1st of each year and shall not be changed unless mutually agreed to by the employee and the employer. Vacations shall commence immediately following an employee's regularly scheduled days off.

20.06 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence provided the employee provides a certificate from a qualified medical practitioner as proof of illness. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

20.07 Call Back from Vacation

An employee who is called back to work during vacation shall have the vacation time reimbursed and the employee shall be paid at the rate of double time for all hours worked during the call back.

ARTICLE 21- SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers, Compensation Act.

21.02 Accumulated Sick Leave

Sick leave shall be earned by employees on the basis of one day for every month of service. The employee shall be entitled to an accrual of all unused portion of sick leave for their future benefits to a maximum of 72 days. The option of receiving payment for unused sick leave will cease as of July 1, 2008. Employees will be compensated for sick leave accrual as at July 1, 2008 in accordance with Schedule B.

21.03 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in Article 21.01. Absence on account of illness or a medical appointment for less than half a day shall not be deducted. Absence on account of illness or a medical appointment for half a day or more and less than a full day, shall be deducted as one-half day. An employee may be required to produce a certificate from a qualified medical practitioner confirming the employee's attendance at the medical appointment. Requests for confirmation shall be made prior to the employee proceeding to the appointment. While absent on sick leave due to illness, an employee will continue to accumulate seniority and shall retain all rights of the collective agreement. An employee in receipt of weekly indemnity, long-term disability benefits under the Group Insurance Program, Workers Compensation, or EI sick benefits shall continue to accumulate seniority during their absence at the same weekly rate prior to the employee being absent due to illness.

21.04 Proof of Illness

An employee may be required to produce a certificate from a qualified medical

practitioner for any illness in excess of three (3) working days or at any time when a pattern seems to be established certifying that such employee is unable to carry out their duties due to illness.

An employee may be disciplined or suspended if it can be proven that they are abusing the sick leave bank.

21.05 Sick Leave for Traveling to Medical Appointments

Where an employee is required to travel more than 50 kilometers each way to attend a medical appointment, the employee may use their accumulated sick leave to travel to and from the medical appointment.

21.06 Sick Leave During 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.

21.07 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 fifteen (15) working days. This sick leave extension shall be repaid by the employee upon their return to duty through their normal monthly accumulation. Where an employee ceases to work for the employer before the sick leave extension is repaid in full, the employer shall deduct the balance owing from the employee's severance payment

21.08 Sick Leave Records

A record of all unused sick leave will be kept by the employer. Immediately after the close of each calendar year, each employee shall review the 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.

21.09 Sick Leave for Casual Employees

Notwithstanding any other article in this Agreement, casual employees shall not accrue or utilize sick leave in accordance with article 21.

21.10 Sick Leave for Immediate Family Illness

An employee may use their accumulated sick leave to attend to an illness involving their immediate family member. For the purpose of this article, an immediate family member is defined as a spouse/partner, mother, father or child. Sick leave used in this regard shall be subject to the provisions under article 21.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 For Union Business

Representatives of the union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the employer, or with respect to a grievance. Employees that participate in negotiations on a scheduled day(s) off shall be compensated with a day off for each day participating in negotiations. If evenings are utilized for negotiations bargaining committee members will be compensated with time off on an hour for hour basis. Time off shall be scheduled based on mutual agreement with the respective supervisor.

22.02 Union Conventions and Meetings

Leave of absence with pay and without loss of seniority for a maximum of five (5) working days per year shall be granted, upon request of the employer, to employees elected or appointed to represent the union at union conventions. In case of emergency the employer has the right to refuse such request. Leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies.

22.03 Bereavement Leave

An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, grandchild, fiancée, brother-in-law, sister-in-law, stepparent, foster parent. Where the burial occurs outside the Province, such leave shall include as well reasonable traveling time, the latter not to exceed seven (7) days, but without pay.

Employees on Workers' Compensation benefits shall not be entitled to funeral attendance pay.

An employee shall be granted a minimum of one (1) regularly scheduled work day leave without loss of salary or wages in the case of death of an aunt or uncle.

22.04 Mourner's Leave

One-half (½) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

22.05 Maternity/Parental/Adoption Leave

Upon written request, leave of absence without pay shall be granted for Maternity/Parental/Adoption Leave to a maximum of eighteen (18) months. While on such leave the employee shall continue to accumulate seniority as if the employee had remained at work. The employee returning to work after maternity/parental/adoption leave shall provide the employer with at least two (2) weeks' notice. On return from maternity/parental/adoption leave, the employee will be placed in a position consistent with the seniority provisions of this agreement.

22.06 Family Leave

Employees shall be provided with three (3) days of family leave per calendar year that may be used for one of the following reasons:

- (a) Attend to the temporary care of a sick family member.
- (b) Attend to the needs relating to the birth of an employee's child.
- (c) Accompany a family member to a dental or medical appointment.
- (d) Attend meetings with school authorities.
- (e) Attend to the needs relating to the adoption of a child.
- (f) Attend to the needs relating to home or family emergencies.

In order to qualify for family leave, the employee shall:

- (a) provide as much notice to the employer as reasonably possible; and
- (b) provide the employer with a valid reason why such leave is required.

Family leave shall not be accrued or carried forward into future years.

Above shall apply to an employee's partner, mother, father, mother-in-law, father-in-law, brother, sister, child and stepchild.

22.07 Time off for Election

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.

22.08 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 receive for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

22.09 Education Leave

Where the employer requires employees to improve qualifications in the employer's service, leave of absence with pay and without loss of seniority shall be granted to allow employees time to train and write examinations.

22.10 General Leave

Subject to operational requirements, the employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the employer.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The employer shall pay salaries and wages weekly in accordance with Appendix "A" and Appendix "B" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages and deductions. In the event an error was made on an employee's pay that results in a discrepancy being over \$50, the employer will provide a manual cheque or e-transfer to correct the discrepancy.

23.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

23.03 Part Time Employees

Regular part time employees shall receive the wage rates, condition of employment, and prerequisites specified in this agreement on a pro-rata basis according to their hours of work.

23.04 Pay During Temporary Transfer

When an employee temporarily substitutes in, or performs the principle duties of, a higher paying position at a flat rate of pay, they shall receive the rate for the job. When an employee temporarily substitutes in, or performs the principal duties of, a higher paying position for which a salary range has been established, they shall receive the rate in the salary range which is higher to their previous rate. When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

23.05 Temporary Foreman

The Employer may appoint a Temporary Foreman, in its discretion, to oversee and supervise the Department's daily operations in the absence of the Department's full-time supervisor or manager. When assigned by the Employer, the Temporary Foreman shall receive, as compensation, an additional thirty-five percent (35%) above the highest rated classification under their supervision. Where a Temporary Foreman is assigned by the Employer, they shall be entitled to overtime in accordance with the provisions of the Collective Agreement.

Where the Employer appoints a Temporary Foreman, the appointment shall be first offered to the most senior regular employee in the Department, provided that they have the skill, ability and qualifications to perform the required work. If the most senior regular employee declines, the next most senior regular employee will be offered the appointment provided that they have the skill, ability and qualifications to perform the required work, and so on, until the appointment is filled, or the Employer decides not to appoint a Temporary Foreman. If a Temporary Foreman is appointed and has to be taken away from their regular duties, a casual employee may be called in to replace them if the Employer deems it necessary.

23.06 Open Sewage Premium

For an employee who is required to stand in and/or handle sewage (i.e. sewer jet) and needs to wear protective equipment for health purposes, as defined in the Occupational Health and Safety Act and Regulations, a sewage premium of \$22.00 per hour shall be provided to employees.

ARTICLE 24 - SEVERANCE PAY

24.01 Severance Pay

Employees listed in Appendix "B" with one (1) year or more continuous service when terminated for reasons other than discharge for just cause, resigns or retires, shall receive severance pay equal to two (2) weeks' pay for each year's

service at the rate of pay of the position last held.

An employee who resigns and who has a minimum of five (5) years of accumulated service shall be entitled to severance pay as provided above.

All new employees hired after January 1, 1995 will earn severance pay equal to one (1) week's pay for each year of service provided that they have a minimum of five (5) years of service in accordance with paragraphs one and two. The maximum number of weeks an employee may earn will be twenty (20) weeks.

ARTICLE 25 - JOB CLASSIFICATIONS AND RECLASSIFICATION

25.01 Job Descriptions

The employer agrees to draw up job descriptions for all positions and classifications for which the union is bargaining agent. These descriptions shall be presented to the union and shall become the recognized job descriptions unless the union presents written objections within thirty (30) days.

ARTICLE 26 - WELFARE BENEFITS

26.01 Long Term Disability

All employees shall be covered by the Workers' Compensation Act and shall receive wages in accordance with applicable Government legislated rates from the time of injury until Workers' Compensation approves the claim and commences payment to the worker directly, or through the Employer to the worker, in order to assure the worker that they will receive applicable rates in effect.

26.02 Group Life and Extended Health Benefits

The following Plan through Trio, or another provider as determined by the parties, shall remain in effect during the life of this collective agreement:

- Dependent life
- Employee life
- Extended health

- Long term disability
- Supplemental AD & D
- Weekly Indemnity (STD)

The employer shall provide the dental benefit (option one/family), which is equally cost-shared by the employee and the employer, commencing January 1, 2016 and it shall remain in effect during the life of this collective agreement.

While an employee is in receipt of wages from the employer the employer shall pay 60% of premiums. When employees are on lay off for one (1) year or leave of absence without pay the employee will pay the full premium. While an employee is on a weekly indemnity insurance, long-term disability, or EI Sick Benefits, the employer will continue to pay 60% of the Group Insurance Plan.

Employer maintains payment of the employer's premiums while an employee is on maternity or adoption leave for a maximum of seventy-eight (78) weeks.

26.03 Group Pension

The Town agrees that all eligible employees having accrued two years of service will be covered by the Group R.R.S.P. Pension Plan in effect with the employer contributing eight percent (8%) of the Gross Regular Wages provided that the employee also pays the equivalent percentage. This plan will only be extended to the employees during their employment period.

Where a temporary employee is scheduled to work more than 1,040 temporary hours in a calendar year, and has accumulated at least two years of service, they shall be eligible to enroll in the pension program for the period they work as a temporary employee in the calendar year. Casual employees shall not be eligible for the pension program.

26.04 Hearing Examination

The Employer shall cover all costs associated for regular employees to receive a hearing examination, once per year, to a maximum of \$50 plus HST per employee.

ARTICLE 27 - JOB SECURITY

27.01 Restriction on Contracting Out

The Union recognizes the responsibility and duty of Council to arrange for the performance of public services as efficiently and economically as possible. Subject to this requirement, Council will not contract out work or services in accordance with Articles 3, 5 and 14. The employer shall call out and utilize all

employees for emergency work before calling a private contractor. Notwithstanding this or any other article in this Agreement, the union agrees that the employer may enter into a contractual arrangement with the Central Newfoundland Waste Management Authority or with another municipality for the provision of curb side garbage collection by a third party. In such a case, the union agrees that regular curb side garbage collection will no longer be bargaining unit work. However, in the event that the Town decides to provide curb side garbage collection in the future, such work will again become bargaining unit work.

27.02 Inclement Weather

Whenever ordinary work cannot be reasonably continued during regular working hours by reason of inclement weather conditions, with the exception of snow storms and emergency situations, the employer shall provide indoor work for outside crews. No loss of pay shall result by reason of the provisions of this clause.

27.03 Amalgamation and Merger Protection

- a) In the event the Employer merges or amalgamates with any other body, the employer shall endeavour to ensure;
 1. Employees shall be credited with all seniority rights with the new employer.
 2. All service credits relating to vacation with pay shall be recognized by the new employer.
 3. All work and services presently performed by members of the Canadian Union of Public Employees (CUPE) shall continue to be performed by CUPE members with the new employer.
 4. Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers.
 5. No full-time employee within the bargaining unit shall suffer loss of employment as a result of merger.

- b) In the event the Town of Bishop's Falls amalgamates or merges with any other municipality, and provided the Town of Bishop's Falls cannot successfully negotiate the transfer of severance pay liability to the new employer, it is agreed that one day prior to the date of amalgamation or merger the employer shall pay to the employee severance pay in accordance with Article 24.01.

27.04 Equipment Rental

Should the Council decide to rent their equipment then Council shall rent same manned. Equipment included shall be heavy equipment, trucks, pumps, compressors, steam engines, (qualified welders) and welding machines.

ARTICLE 28 - GENERAL CONDITIONS

28.01 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 notice of meetings and such other notices as may be of interest to the employees.

28.02 Tools and Equipment

The employer shall supply all tools and equipment required by employees in the performance of their duties. Replacements will be made by producing the worn or broken tool.

28.03 Clothing

A clothing stipend of \$700 will be paid by the employer before the second Friday of January each year to regular employees in the Public Works and Recreation Departments to enable employees to purchase safety clothing. \$200 will be provided to Accounts Receivable Clerks. Apparel purchased must be undertaken outside the working hours of the employer. A stipend for casual and temporary employees will be pro-rated in accordance with time worked.

Where safety boots are required by the Employer in accordance with safety regulations, the Employer shall reimburse the employee for the cost of safety boots up to a maximum of one hundred and fifty dollars (\$150.00) per year upon presentation of a suitable invoice.

Any employee who reports for work without appropriate safety clothing/footwear as defined within the Occupational Health and Safety Act and regulations or with worn/used safety clothing, in the assessment of the OHS Committee based on a standard process developed by the OHS Committee, will not be permitted to work at any duty within any department. Employer will implement a zero-tolerance policy with respect to the wearing of safety boots and clothing. Lost time in such cases will be deducted from the employee in the pay period when

the employee was not permitted to work. In cases where an employee requires prescription safety glasses and produces a doctor note (or invoice) to this effect, the employer will pay for the cost of the prescription safety glasses every three (3) years. The employer shall provide employees in the Public Works and the Recreation Departments with the following equipment at the noted frequency:

Equipment	Frequency
Safety Summer T-shirt	Once annually
Hardhat	Upon expiry
Safety Glasses	Once annually
Winter Safety Gloves	Two pairs annually
Summer Safety Gloves	Four pairs annually
Sewer Gloves	Two pairs annually

An employee may reallocate the total complement of gloves (eight pairs annually) among winter, summer, and sewer gloves. For example, and great clarity, an employee may choose to receive two pairs of winter gloves, six pairs of summer gloves, and no sewer gloves. An employee who decides to reallocate their total complement of gloves must advise the employer before December 31st in the year before the clothing allocation is due.

28.04 Contracting Out - Stadium's Plant Maintenance

The Union agrees that the Employer may engage a contractor to perform maintenance on the stadium's plant, including start-up and shutdown, where no bargaining unit employee possesses the required refrigeration certification(s).

ARTICLE 29, TERM OF AGREEMENT

29.01 Effective Date

This agreement shall be binding and remain in effect from the 1st day of April 2025 to the 31st day of March 2029 and shall continue from year to year thereafter; unless either party gives the other party notice in writing at least thirty (30) calendar days, and not more than sixty (60) calendar days, prior to the 31st of March in any year following the specified term of the Agreement that it desires to terminate or amend the present Agreement.

29.02 Changes in Agreement

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement and will be subject to ratification by the Union membership.

29.03 Notice of Changes

Either party desiring to propose changes or amendments to this agreement shall, between the period of 30 and 60 days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed.

29.04 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the agreement any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

29.05 No Strike

The union agrees that there shall be no strikes and the Town Council agrees that there shall be no lockouts of members of the union during the term of this agreement.

ARTICLE 30 - BENEFITS

30.01 Eligibility for Service Rated Benefits

- (1) Service rated benefits include Sick Leave, Severance Pay, and Annual Leave entitlements.
- (2) Temporary employees shall be entitled to the following service rated benefits:
 - (a) Vacation Pay: Payment in lieu of vacation will be paid weekly with regular pay. A temporary employee may choose to accumulate their vacation pay and use it as paid leave, at a time mutually agreeable by the employee and the employer, while occupying a temporary position.
 - (b) Bonus Days: While occupying a temporary position, an employee will accumulate bonus days on a pro-rata basis based on the number of hours worked in the temporary position. The

accumulated bonus days can only be used while the employee is occupying a temporary position. Subject to the provisions of this article, bonus days shall be accumulated and used in accordance with article 19.01.

- (c) Sick Leave: While occupying a temporary position, an employee will accumulate sick leave on a pro-rata basis based on the number of hours worked in the temporary position. The accumulated sick leave can only be used while the employee is occupying a temporary position. Subject to the provisions of this article, sick leave shall be accumulated and used in accordance with Article 21.

While occupying a temporary position, an employee shall not be entitled to the "benefits in lieu" as outlined in Article 30.01 (3).

Casual employees shall not be entitled to bonus days.

- (3) Casual employees shall receive a "benefits in lieu" payment as per the schedule below. The "benefits in lieu" payment shall be paid with each pay.
- At the date of hire, a total of 4%.
 - After two years of service, a total of 7.54%.

30.02 Training Benefits

In the event that the employer should introduce new methods or machines which require new or greater skills than those possessed by employees who are employed in the operation being changed, and where such employees would otherwise be laid off, training shall be provided for employees affected. A maximum of two (2) months shall be allowed for employees taking such training, provided the training can be completed in that time frame. Where required, leave for such training shall be with pay less any other allowances provided for such training by Government or other programs. No employees shall be laid off until such time as they have completed their training or failed their exams.

ARTICLE 31 – OCCUPATIONAL HEALTH AND SAFETY

31.01 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.

31.02 Occupational Health and Safety Representatives

Health and Safety Representatives shall be appointed for the Public Works, Recreation and Administration Departments in accordance with provincial legislation.

31.03 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 Health and Safety Representatives for the respective department, is not safe.

31.04 Accident Reports

The Health and Safety Representatives of the respective departments shall receive copies of all accident reports sent to Workplace NL.

31.05 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.

31.06 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.

31.07 First Aid Kits

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

31.08 Posting of Training Certificates

In January of each year the Town will post a list of applicable safety training and expiry dates of certification of respective employees.

Signing Page

Signed on this _____ day of _____, 2025, in the Province of Newfoundland and Labrador.

**Signed on behalf of CUPE Local
1349**

**Signed on behalf of the Town of
Bishop's Falls**

Tammie Greening

Tammie Greening (Dec 18, 2025 13:37:53 GMT-3.5)

Tammie Greening

Krista Toms

Krista Toms (Dec 12, 2025 15:13:24 GMT-3.5)

Krista Toms

Leslie Abbott

Leslie Abbott (Dec 16, 2025 11:16:37 GMT-3.5)

Leslie Abbott

Randy Drover

Randy Drover

Mike Owens

Mike Owens (Dec 12, 2025 17:28:38 GMT-3.5)

Mike Owens

APPENDIX "A"

Wages and Pay Scale

April 1, 2025 + \$1.25					
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Operator/Labourer	\$ 24.04	\$ 25.83	\$ 27.73	\$ 29.57	\$ 31.40
General Operator/Labourer	\$ 24.04	\$ 25.83	\$ 27.73	\$ 29.57	\$ 31.40
Recreation Attendant	\$ 24.04	\$ 25.83	\$ 27.73	\$ 29.57	\$ 31.40
Stadium Attendant	\$ 24.04	\$ 25.83	\$ 27.73	\$ 29.57	\$ 31.40
Accounts Receivable Clerk	\$ 23.26	\$ 24.33	\$ 26.88	\$ 28.70	\$ 31.19
Admin Services Clerk	\$ 23.26	\$ 24.33	\$ 26.88	\$ 28.70	\$ 31.19
General Labourer	\$ 20.16	\$ 21.63	\$ 23.21	\$ 24.73	\$ 26.24

April 1, 2026 + \$1.25					
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Operator/Labourer	\$ 25.29	\$ 27.08	\$ 28.98	\$ 30.82	\$ 32.65
General Operator/Labourer	\$ 25.29	\$ 27.08	\$ 28.98	\$ 30.82	\$ 32.65
Recreation Attendant	\$ 25.29	\$ 27.08	\$ 28.98	\$ 30.82	\$ 32.65
Stadium Attendant	\$ 25.29	\$ 27.08	\$ 28.98	\$ 30.82	\$ 32.65
Accounts Receivable Clerk	\$ 24.51	\$ 25.58	\$ 27.13	\$ 29.95	\$ 32.44
Admin Services Clerk	\$ 24.51	\$ 25.58	\$ 27.13	\$ 29.95	\$ 32.44
General Labourer	\$ 21.41	\$ 22.88	\$ 24.46	\$ 25.98	\$ 27.49

April 1, 2027 + \$1.00					
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Operator/Labourer	\$ 26.29	\$ 28.08	\$ 29.98	\$ 31.82	\$ 33.65
General Operator/Labourer	\$ 26.29	\$ 28.08	\$ 29.98	\$ 31.82	\$ 33.65
Recreation Attendant	\$ 26.29	\$ 28.08	\$ 29.98	\$ 31.82	\$ 33.65
Stadium Attendant	\$ 26.29	\$ 28.08	\$ 29.98	\$ 31.82	\$ 33.65
Accounts Receivable Clerk	\$ 25.51	\$ 26.58	\$ 28.13	\$ 30.95	\$ 33.44
Admin Services Clerk	\$ 25.51	\$ 26.58	\$ 28.13	\$ 30.95	\$ 33.44
General Labourer	\$ 22.41	\$ 23.88	\$ 25.46	\$ 26.98	\$ 28.49

April 1, 2028 + \$1.00					
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Operator/Labourer	\$ 27.29	\$ 29.08	\$ 30.98	\$ 32.82	\$ 34.65
General Operator/Labourer	\$ 27.29	\$ 29.08	\$ 30.98	\$ 32.82	\$ 34.65
Recreation Attendant	\$ 27.29	\$ 29.08	\$ 30.98	\$ 32.82	\$ 34.65
Stadium Attendant	\$ 27.29	\$ 29.08	\$ 30.98	\$ 32.82	\$ 34.65
Accounts Receivable Clerk	\$ 26.51	\$ 27.58	\$ 30.13	\$ 31.95	\$ 34.44
Admin Services Clerk	\$ 26.51	\$ 27.58	\$ 30.13	\$ 31.95	\$ 34.44
General Labourer	\$ 23.41	\$ 24.88	\$ 26.46	\$ 27.98	\$ 29.49

Signing Bonus **\$1,500** prorated for current temporary/casual employees based on hours worked in 2024. Minimum of \$500.

APPENDIX "B"

David Seymour
Alphonsus Collins
Leo Penton
William Austin

Memorandum of Understanding

Garbage Collection Schedule

The garbage collection schedule, which shall be determined by Council, shall rotate among regular public works employees on an equal basis. Where a casual employee is employed in the Public Works Department, that employee shall be assigned to the garbage collection schedule. Garbage pick-up will not commence until 8:30 a.m., with the exception of the Stadium and Fire Hall which may be collected prior to 8:30 a.m. Employees working the garbage collection route, with the exception of casual employees, shall be permitted to leave work at 3:30 pm provided the garbage is collected and delivered to the waste management site. The assigned employee must monitor and strictly enforce the tonnage in order to comply with allowable weight restrictions at the local weight scales.

Group Insurance

It is understood by both parties that under the umbrella of the Occupational Health & Safety Committee that a collective effort will be made by management and bargaining unit employees to investigate problems associated with the claim history under the existing plan which currently restricts the ability of the town to secure a comparable plan from other insurers and to solicit the support of external agencies to determine ways and means of minimizing future claims.

Heavy Equipment Operator/Plant Maintenance Refrigeration

The Union agrees that Mr. David Seymour shall continue to do Plant Maintenance Refrigeration. During this time the union agrees that the employer can explore a shared service agreement with the Town of Grand Falls-Windsor to be put in place upon Mr. Seymour's retirement or upon implementation of the agreement. If this process fails, the union agrees to further discussion with the employer under Article 29.02.

Memorandum of Understanding

Waste Water Treatment Project

One year prior to the expiration of the contract with a third party for the operation and maintenance of the Wastewater Treatment Facility on Sunset Drive (hereinafter referred to as the Facility), the Town shall evaluate the potential cost of operating and maintaining the Facility using municipal resources versus the continuation of having a third party operate the Facility. In the event the Town decides to assume operational and maintenance responsibilities for the Facility, the Town shall provide all related training to the employee(s) so that their duties can be performed efficiently. The Town agrees to engage the bargaining unit and the CUPE National Representative assigned during the evaluation, and the Town shall provide relevant information in relation to the cost of operating the facility prior to these discussions.

Memorandum of Understanding

Regarding Holidays and Overtime

Memorandum of Understanding CUPE Local 1349 and the Town of Bishop's Falls Holidays

(1) The parties agree that;

- a. should there be a need to call-out employees on any holiday noted in article 19.01, the employer will only call-out regular employees subject to the terms of this Memorandum of Understanding (MOU). The distribution of overtime in these cases will comply with article 18.09.
- b. call-outs on the holidays noted in article 19.01 shall be first offered to regular employees in a particular Department. In the event the regular employee(s) in the Department are not available for the call-out, the employer shall call-out regular employees in other Departments provided they are qualified to complete the work.
- c. if no regular employees are available on the holidays noted in section 1, or the employer requires a more significant number of employees to address a situation, the employer will have the right to call-out casual employees as needed.

(2) Concerning article 18.08 (Standby Provisions), the parties agree that;

- a. where the employer requires standby on a holiday noted in article 19.01, it shall be first offered to a regular employee in the applicable Department. In the event regular employees are not available, the employer shall assign standby to a casual employee that satisfies the requirements of article 18.08 (c).
- b. where a regular employee is on standby on a holiday noted in article 19.01, the provisions of this MOU shall apply.
- c. where a casual employee is on standby on a holiday noted in article 19.01, the casual employee shall be the first call out. If other employees are required, the provisions of this MOU shall apply.

(3) The parties agree that article 18B (Water and Sewer Work) shall not apply on a holiday noted in article 19.01. In the such cases, the provisions of this MOU shall apply.

Effective May 18, 2021.

Town of Bishop's Falls



Mayor Bryan King

CUPE Local 1349



Ed White, National Representative

Memorandum of Understanding

Four (4) Day Work Week

The Town of Bishop's Falls and CUPE Local 1349 (the parties) are interested in exploring the possibility of instituting a four (4) day work-week in the Public Works Department in August 2023 as a pilot project. As such, the parties agree as follows:

- (1) A Special Committee will be formed by March 31, 2023, comprised of the following members:
 - a) two (2) members from the bargaining unit, one (1) of which shall be the Shop Steward and the other a regular Operator/Labourer from the Public Works Department;
 - b) the Public Works Supervisor, representing the employer; and
 - c) the Town Manager/Clerk, representing the employer.

- (2) During the period between April 1, 2023, and June 30, 2023, the Special Committee shall;
 - a) Consider the Public Works Department's operational requirements and the existing work schedule(s) for August 2023.
 - b) Determine the Collective Agreement articles that may be impacted by the institution of a four (4) day work-week.
 - c) Formulate an alternative work schedule for the Public Works Department that would result in a regular public works employee working 40 hours over four (4) days between Monday and Friday. An alternative work schedule must ensure the Public Works Department operates Monday to Friday between 8:00 am to 12:00 pm and 1:00 pm and 5:00 pm (public holidays excluded).
 - d) Consider the impacts of the alternative work schedule on the relevant articles of the Collective Agreement as determined in subsection 2 (b). With the approval of all Committee members and the majority of regular Public Works Department employees, the Committee shall have the ability to suspend the relevant articles of the Collective Agreement for the purpose of instituting the alternative work schedule for August 2023.
 - e) Prepare a report outlining the successes and challenges of the pilot project and the Committee's work under this section. The report shall be presented to the Bishop's Falls Town Council and CUPE Local 1349 by December 31, 2023.

- (3) The Bishop's Falls Town Council and CUPE Local 1349 will consider the report submitted by the Special Committee and shall decide by March 31, 2024, how to proceed. The institution of the four (4) day work-week beyond August 2023 requires the approval of the Bishop's Falls Town Council and CUPE Local 1349.