



COLLECTIVE AGREEMENT

between

TOWN OF EMBREE

and

**NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES**

(July 1, 2021 - June 30, 2025)

THIS AGREEMENT made this 8th day of November,

Anno Domini, Two Thousand and Twenty-One.

BETWEEN:

TOWN OF EMBREE

of the one part;

AND:

THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES, a body corporate organized and existing under the laws of the Province of Newfoundland and Labrador and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union"):

of the other part;

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

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ARTICLE 1 **PURPOSE OF AGREEMENT**

1:01 The intention of this Agreement is to promote and maintain harmonious relations and close co-operation between the Council and its employees. It is understood by both parties that their objective is the protection of the best interest of the Council and its employees. Both parties will abide by this Agreement, it being their purpose to settle all differences without disturbance of industrial peace.

ARTICLE 2 **RECOGNITION**

2:01 The Council recognizes the Newfoundland and Labrador Association of Public and Private Employees as the sole and exclusive bargaining agent for all employees of the Council.

2:02 No Town employee shall be required or permitted to make any written or verbal agreement with Council or its representatives which may conflict with the terms of the Collective Agreement.

ARTICLE 3 **MANAGEMENT RIGHTS**

3:01 All functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 4 **INTERPRETATION**

4:01 In this Agreement the following words and expressions shall have the meanings hereinafter assigned to them:

- (a) "Employees" shall mean all employees of Embree Town Council not excluded from the bargaining unit through the Certification Order.
- (b) "Permanent or regular employees" shall mean any employee within the bargaining unit who has served the probationary period outlined in this Agreement.
- *(c) "Part-time employee" means a person who is regularly scheduled to work less than the regular number of working hours in each working day, or less than the full number of working days in each work week.**
- *(d) "Temporary employee" means a person who is employed for a**

specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work, but does not include seasonal or probationary employees.

- ***(e)** “Seasonal employee” means a person whose services are of a seasonal nature and includes employees who are subject to periodic reassignment in various positions because of the nature of their work.
- (f)** Probationary employee” shall mean any employee who is serving the established probationary period outlined in this Agreement.
- (g)** “Council Representative”, unless otherwise specifically defined, shall mean the Clerk Manager or such other person or persons appointed by the Council.
- (h)** “Day” - for the purpose of this Agreement, day shall mean working day unless otherwise specified.
- (i)** “Union Representative” shall mean any authorized Officer of the Local and any elected member to the Board of Directors and any full-time employee of the Union.

ARTICLE 5

UNION SECURITY

5:01

- (a)** All present employees of Council within the bargaining unit, as a condition of employment, shall become and remain members in good standing of the Union. All future employees of the Council within the bargaining unit shall as a condition of employment, become members in good standing in the Union within thirty (30) days commencement of their employment with Council.
- (b)** The Council agrees to deduct from the earned wages of all employees, who come within the scope of the bargaining unit, the monthly dues of the Union and to remit to the Union the full amount of such deductions on or before the tenth day of each month. A list of employees shall be submitted to the Union with each dues deduction showing the name of all employees within the bargaining unit, the amount of deductions, and if no deduction, the reasons therefore. The Union will inform the Council, in writing, the amount of the Union dues.
- (c)** The Council agrees there should be no discrimination, interference,

or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, sex or creed, national origin, residence, political or religious affiliation nor by reason of membership or legal activity in the Union.

- (d) The Council and its representatives agree that there shall be no discrimination, interference, or coercion exercised or practiced with respect to any person in the matter of hiring by reason of race, sex or creed, national origin, political or religious affiliation, nor by reason of membership or activity in the Union, provided that all other things being equal, preference in hiring shall be given to resident taxpayers of the Town of Embree.

ARTICLE 6

REPRESENTATION

6:01 The Council agrees to recognize the duly appointed Steward from within the various departments of Council.

6:02 The said Steward will form the Union's permanent Grievance Committee and any member of that Committee may handle as a grievance any departure from, or misapplication of, the terms of this Agreement or any other matter, whenever and wherever the interest of any employee is directly or indirectly concerned.

6:03 No deduction shall be made from the pay of any Steward by reason of their being present at meetings with representatives of Council held during regular normal working hours.

6:04 The Union shall be empowered at any time to have the assistance of a representative from the provincial Body of the Union when dealing or negotiating with council or representatives of Council. Such Union representatives shall have access to the Council's premises in order to investigate any grievance or to conduct negotiations.

ARTICLE 7

HOURS OF WORK

7:01 The regular hours of work for all employees shall be eight (8) hours per day, forty (40) hours per week for five (5) consecutive days.

- (a) The regular working day shall be from 8:00 a.m. to 4:30 p.m.

- *(b) **Temporary** and Part-time employees called into work shall be

guaranteed three (3) hours work.

- (c) There shall be no split shifts.
- (d) Council shall provide adequate manpower at all times.
- (e) There shall be two (2) people on the garbage truck at all times for cleanup weeks.

ARTICLE 8

OVERTIME

8:01 Overtime shall be all hours worked outside the regular hours or on a holiday listed in Article 9 of this Agreement.

8:02 (a) The Employer has the right to schedule overtime outside of regular work hours.

* (b) Employees will receive overtime pay at the rate of one and one-half (1 ½) times the regular rate for every hour that the employee works in excess of eight (8) hours per day or forty (40) hours per week. This would include telephone consultation provided by the Working Foreman, while on scheduled days off or approved leave, where required. Compensation for consultation less than 60 minutes will be as per Article 8:05 (a) and (b).

(c) Employees shall not be required to take a day off during regular hours to equalize overtime worked.

(d) Employees who are required to perform water/chlorine checks on scheduled days off and weekends shall be paid a minimum of one (1) hours pay at the straight time rate.

8:03 Overtime, after regular hours, is optional and voluntary, except in an emergency. Overtime shall be distributed equally to employees within the classification, providing the employee is qualified to perform the work available.

8:04 (a) An employee who is eligible for overtime and who is called back after he has left his place of work shall be paid a minimum of three (3) hours at the applicable overtime rate.

(b) Employees ordered out to work at other times, i.e. scheduled days off and weekends, shall be paid a minimum of one (1) hour's pay at the prevailing rate. These provisions shall apply whether or not work is

available, providing the employee reports for duty but does not apply to regular night shift operations.

8:05 Overtime for bargaining unit employees who work sixty (60) minutes or less shall be as follows:

- (a) From fifteen (15) minutes to thirty (30) minutes, payment for one-half (½) hour at the applicable overtime rate;
- (b) From thirty (30) minutes to sixty (60) minutes, payment for one (1) hour at the applicable overtime rate.

ARTICLE 9 **STATUTORY HOLIDAYS**

9:01 The following holidays will be observed as paid holidays for all employees:

- New Year's Day
- St. Patrick's Day
- Good Friday
- St. George's Day
- Commonwealth Day
- Discovery Day
- Memorial Day
- Orangeman's Day
- Labour Day
- Thanksgiving Day
- Armistice Day
- Christmas Day
- Boxing Day

plus one (1) additional holiday in each year that, in the opinion of the Council representatives, is recognized as a Civic Holiday in the area. If no civic Holiday is provided, the employee shall be given one (1) additional holiday at a time to be mutually agreed between employee and supervisor.

***Should any new holiday, not routinely scheduled, be specifically proclaimed by the Provincial authorities, it shall be granted to employees within the scope of this agreement.**

9:02 An employee required to work on any of the above named holidays shall be paid at the rate of time and one-half (1 ½) his regular rate, in addition to a day off. (Refer Article 8, Clause 8:01 to 8:03). When

any of the above named holidays falls on Saturday or Sunday, then the following Monday shall be deemed the holiday.

ARTICLE 10

ANNUAL VACATIONS

10:01 Every employee, after the first year of continuous service, shall be granted vacation on a pro-rata basis for the time worked in the preceding calendar year; pro-rata basis being one and one-quarter (1 1/4) of the annual vacation allowed per month worked. In subsequent years the vacation allowance is as follows:

<u>Years of Service</u>	<u>Number of Days</u>
Up to four (4) years service	10 days
Five (5) years and over	20 days

Vacation pay for intermittent employees shall be four percent (4%).

10:02 It shall be compulsory for all employees to take their vacation during the year in which they qualify for such vacation unless mutually agreed between employee and Supervisor to do otherwise.

10:03 An employee may change the status of his annual leave to sick leave if:

- (a) he has been ill for two (2) consecutive days and has presented a medical certificate to the Employer;
- (b) he is admitted to hospital.

10:04 (a) If a statutory or declared holiday falls on or is observed during an employee's vacation period, he will be granted an additional day's vacation for each holiday in addition to his regular vacation period.

- (b) When an employee is required to work during his annual vacation, he shall receive pay at the rate of double (2) time. Hours worked while on vacation shall not be deducted from the employee's vacation credits.

10:05 All employees shall, whenever conveniently possible, be granted vacation period preferred by the employee, or at such time as may be mutually agreed upon by the Town and the employee. Preference in choice of vacation dates shall be determined by seniority or service with the Council.

ARTICLE 11

RATES OF PAY

- 11:01 The rates of pay for all employees covered by the Agreement are as set forth in the attached Schedule "A", which Schedule forms part of this Agreement.
- *11:02 An employee who is required to temporarily perform work in a classification paying a higher rate of pay shall receive the higher rate for all hours worked in the higher classification, **provided that he/she is qualified and able to perform the required work.**
- 11:03 An employee who is required to temporarily perform work in a classification paying a lower rate of pay shall maintain his regular rate of pay.

ARTICLE 12

SENIORITY

- 12:01 An employee's seniority shall be determined by the length of service with the Council.
- 12:02 The Council will maintain a seniority list showing the date each employee's service commenced and will also include each employee's classification and length of service.
- 12:03 (a) Newly hired employees shall be considered on probation for a period of six (6) calendar months from the date of hire. During the probationary period, employees shall be entitled to seventy-five percent (75%) of the rate of pay to which the classification he is assigned.
- (b) During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge and rate of pay.
- (c) The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination as a basis of termination. After completion of the probationary period, seniority shall be effective from the original date of hire.
- 12:04 An employee hired for a specific period of time of not less than one hundred thirty-two (132) days or as relief will accumulate seniority on a day to day basis in the same manner as all other employees and as such seniority will remain with that employee when laid off only for the

purpose of determining his right and order to recall, subject to Clause 12:05 of this Agreement.

- 12:05
- (a) An employee shall not lose his seniority rights if he is absent from work because of absence approved by the Council, sickness, accident, layoff for a period of two (2) years or less.
 - (b) Employees shall only lose seniority rights in the event:
 - (I) he is discharged for just cause and is not re-instated;
 - (II) he resigns in writing;
 - (III) he is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
 - (IV) he fails to return to work within seven (7) calendar days after being notified by registered mail to do so, unless through sickness. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work of five (5) days duration, or less, at a time he is employed elsewhere shall not lose his recall rights for refusal to return to work;
 - (V) he is laid off for a period of two (2) years or longer.

ARTICLE 13

ABSENCE FROM WORK

13:01

Should any employee, through no fault of his own, be absent from work, he shall not be discriminated against on that account provided that where possible, he shall have given to his Supervisor notice of his absence prior to beginning of his regular work shift to enable his Supervisor to make arrangements for his replacement during his absence. However, should an employee be absent through no fault of his own, without giving the Supervisor notice of his absence at the beginning of his regular work shift, he shall not be penalized in the first instance of such absenteeism other than loss of pay for such period of absenteeism, but upon subsequent instances for such absenteeism without notification as required above, the employee concerned may become subject to disciplinary action resulting in suspension.

13:02

At the written request of the Union, the Employer may grant leave with pay to one (1) employee for the purpose of attending Labour

Conventions. The total number of days permitted under this section is three (3) working days in the aggregate in any year. The Union shall request such leave at least thirty (30) days prior to the proposed leave.

- 13:03 An employee shall be granted leave of absence with pay in the case of the death of an employee's mother, father, brother, sister, child, spouse, common-law spouse, grandmother, grandfather, mother-in-law, father-in-law, grandchild, or near relative living in the same household, three (3) consecutive days.
- 13:04 The Council agrees to consider a request for special leave with pay not exceeding five (5) days in the aggregate during the year other than those provided for elsewhere in this Agreement and such leave shall not be unreasonably denied.
- 13:05 One (1) day leave of absence shall be granted in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, first cousin or grandparent of such employee not residing in the same household of the employee.
- 13:06 In the event of the death of an employee covered by this Agreement, the Clerk Manager may authorize all or any employee to attend the funeral during working hours without loss of pay.
- 13:07 If any of the foregoing days of absence falls on a regular working day of the employee, then the employee shall not suffer the loss of wages or salary for the day or days of absence as the case may be.
- 13:08 The employee may be required to furnish proof of relationship to the deceased to the Council representative.
- 13:09 The Council shall grant leave of absence without loss of seniority to an employee who serves as juror or witness in any Court. The Council shall pay the difference between his normal earnings and the payment he receives for jury service or Court witness. The employee will present proof of service and the amount of pay received.
- 13:10 When an employee is attending a training course or other educational program, if approved by Council, the Employer shall pay the full amount of the employee's wages or the difference between what would have been the employee's regular earnings and that paid to the employee by other sources.
- 13:11 Employees shall accumulate seniority while on Workers'

Compensation.

ARTICLE 14 **INSURANCE PROGRAM AND PENSIONS**

14:01 The Employer agrees to maintain a Health and Insurance Plan for all employees. The Town shall pay seventy (70%) percent and the employee shall pay thirty (30%) percent.

ARTICLE 15 **VACANCIES AND NEW JOBS**

15:01 When a vacancy occurs in any classification, such vacancy shall be posted on Bulletin Boards of the Council, which are accessible to all employees for a period of not less than seven (7) working days so as to give all interested employees an opportunity to make application for the posted vacancy.

15:02 Both parties recognize:

- (a) the principle of promotion within the service of the Employer; and
- (b) that job opportunity should increase in proportion to length of service. Therefore, when a vacancy occurs in an established position within the bargaining unit or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference on a seniority basis for filling such vacancy provided that the applicant is qualified to perform the tasks required.

15:03 When a new classification is created, the Council agrees to negotiate with the Union the rate of pay applicable to that new classification. In the event that the two parties cannot agree on the rate of wages to be paid to the new classification, the matter will be submitted to Grievance Mediation and in any event the new rate will be effective on the day the new classification came into being.

ARTICLE 16 **PROTECTIVE CLOTHING**

- 16:01 ***(a)** Upon presentation of receipts, the Employer will reimburse employees the cost of safety boots up to **five hundred dollars (\$500.00)** every two (2) years for full-time employees and every three (3) years for part-time and **temporary call-in** employees. This will not apply to employees who have less than six (6) months of service.
- (b) Work gloves will be provided by Council when Council deems

necessary.

- (c) Safety helmets and vests will be provided by Council and all employees must wear safety clothes at all times.
- (d) Council will, where necessary, provide protective eye covering to employees at no cost to the employee.
- *(e) Upon presentation of receipts, the Employer will reimburse employees the cost of rain gear and coveralls up to **three hundred (\$300.00)** dollars every year for full-time employees and every eighteen (18) months for part-time and **temporary** call-in employees.

ARTICLE 17

LABOUR MANAGEMENT COMMITTEE

17:01 The Employer agrees with the establishment of a Labour Management Committee.

ARTICLE 18

HEALTH AND SAFETY

*18:01 All employees shall earn sick leave to a maximum of **one hundred and fifteen (115)** working days at the rate of **one (1) day** for each completed month of service effective July 1, 2005.

*18:02 An employee shall continue to accumulate sick leave in accordance with Clause 18:01 during any period where the total leave is less than **one hundred and fifteen (115) days**.

18:03 Sick leave with full pay in excess of two (2) consecutive working days or four (4) working days in the aggregate in any calendar year shall not be awarded to an employee unless he has submitted in respect thereof a medical certificate satisfactory to the Council. Notwithstanding the foregoing, the Council may require a medical certificate for any period of illness.

18:04 For the purpose of Clauses 18:01 and 18:02, a month of service shall be any calendar month during which the employee is on the payroll for more than fifteen (15) calendar days in that month.

18:05 The council agrees to abide by the requirements of the Occupational Health and Safety Act and Regulations.

18:06 An employee shall have the right to see a record of his unused sick

leave he has accumulated any time during office working hours.

18:07 An employee shall be granted special leave with pay not exceeding three (3) days a year to attend to the temporary care of sick family members, needs related to the birth of an employee's child, medical or dental appointments for dependent family members, meetings with school authorities or adoption agencies, needs related to the adoption of a child, or home or family emergencies.

18:08 Where there are reasonable grounds to believe that working alone will be dangerous to an employees Health and Safety, the Employer will ensure a second person is in attendance.

18:09 Protective devices and other equipment deemed necessary to protect employees from injury, shall be supplied by the Employer, (Roll Bars, Safety Belts).

ARTICLE 19 **GRIEVANCE PROCEDURE**

19:01 If a dispute or a grievance arises and if the dispute or grievance is brought forward by an employee or by the Union, such dispute or grievance will be dealt with and disposed of in the following manner:

- *(a) Any employee having a grievance shall first take the matter up with his Clerk Manager or have his Shop Steward or **Union Representative** take the matter up for him. The grievance must be submitted in writing within five (5) days of his being aware of the grievance.
- (b) The Grievance Committee shall within a further period of five (5) working days from the time the grievance is referred to them take the matter up with the Council representatives.
- (c) Failing satisfactory settlement of the grievance within five (5) working days of the grievance being submitted to the Council representatives, the committee shall within a further five (5) working days submit the grievance in writing to the Council who will, at its next meeting, deal with the matter and the reply of Council to the grievance shall be in writing and be submitted to the Grievance Committee within five (5) working days of its meeting.

19:02 If no settlement is reached in accordance with the foregoing steps, the matter may be referred to Arbitration. Such reference to Arbitration to be made within sixty (60) calendar days from the receipt in writing of Council's decision.

19:03 Where the Employer has a grievance against the Union, or the Union, or a group of employees have a grievance against the Employer, the parties shall meet within ten (10) calendar days of the occurrence of the matter giving rise to the grievance and attempt to settle the grievance. If the grievance is not settled as a result of this meeting, either the Employer or the Union, as the case may be, shall have the right to refer the grievance to Arbitration.

19:04 The periods as outlined above may be extended by mutual consent between the Union and the Council.

ARTICLE 20 **ARBITRATION**

20:01 Subject to Article 19 and for the purpose of final settlement of any difference, dispute or grievance between the Council and the Union or its members employed by the Council, as to the meaning, application, or violation of any of the provisions of this Agreement, the following provisions and procedures shall be followed by the parties in this Agreement.

20:02 Either of the parties may notify the other of its desire to submit the difference, dispute or grievance to Arbitration, and the notice shall contain the name of the first appointee to the Arbitration Board. The recipient of the notice shall within five (5) working days advise the other party of the name of its appointee to the Board. The two (2) appointed or selected shall, within a further five (5) working days of the appointment of the second of them, appoint a third person who shall be Chairman of the Arbitration Board. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree on a Chairman within the time limits, the appointment or appointments shall be made by the Minister of Labour of Newfoundland and Labrador upon the request of either party and such appointment or appointments will be accepted by both parties. No official, agent or member of the Council or the Union shall be appointed as a member of the Board.

20:03 The Arbitration Board shall hear and determine the difference, dispute or grievance and shall make a decision thereon, in writing, within thirty (30) calendar days of the appointment of the Chairman or within such extended period upon which the Council and Union may agree.

20:04 The decision of the majority shall be the decision of the Board and shall be final and binding upon the parties and upon any employee affected by it, but if there is no majority, the decision of the Chairman shall govern and will be binding upon those affected by it.

20:05 The Board of Arbitration shall not have the power to alter or amend any of the provisions of this Agreement or to substitute any new provisions for any existing provision nor to give any decision inconsistent with the terms and provisions of this Agreement.

20:06 An Arbitration Board may not alter, modify or amend any provision of this Agreement, but shall have the power to set aside a decision of the Employer and to modify a disciplinary measure imposed by the Employer.

20:07 Each of the parties to this Agreement shall bear the expenses of the Arbitrator appointed by it, or for it, by the Minister of Labour and the parties will jointly and equally bear the expenses, if any, of the Chairman.

ARTICLE 21 **TRANSPORTATION**

21:01 In cases where the employee is required to use his own vehicle for such transportation, he will be paid at prevailing Government rates.

21:02 Transportation of any tools, equipment, etc., will be the responsibility of the Town.

21:03 When an employee is required to work outside his job site, transportation will be provided by the Town.

ARTICLE 22 **EMPLOYEE'S RECORD**

22:01 An employee's record shall at all reasonable times be available for his inspection and with the employee's permission available to the Union.

22:02 Any offense that is to become a part of an employee's record shall be in writing with a copy to the employee concerned and to the Union.

22:03 Any offense which has become a part of an employee's record will be removed from his record when fifteen (15) months have elapsed providing no recurrence of the same offense has occurred in that period of time.

22:04 An employee may be notified, in writing, of any expression of dissatisfaction concerning his work.

22:05 If an employee is not notified, in writing, of any expression of dissatisfaction concerning his work within five (5) working days of the

event of any such complaint, such expression shall not become a part of his record for use against him at any time.

ARTICLE 23

SUSPENSION AND DISCHARGE

23:01 Whenever the Council or Council representative deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of any act complained of, or omission referred to, or that dismissal may follow if such employee fails to bring his work up to the required standard by a given date, the Council or Council representative shall within five (5) days thereafter, give written particulars of such censure to the employee concerned and to the Union. Should the employee or the Union feel that the censure or warning is unwarranted, the matter may be taken up as a grievance and if it is decided that the warning was not deserved, it shall be withdrawn and not go on his record.

23:02 An employee may be discharged but only for just cause and only upon the authority of Council. The Council representatives may suspend an employee and shall within five (5) working days report such action to Council. When an employee is suspended, he shall be given the reason for such suspension by the Council representative in the presence of the Union representative if required by the employee.

23:03 When an employee is dismissed, such employee and the Union shall be notified promptly, in writing, by the Council of the reason for such dismissal.

23:04 Should it be found that an employee has been unjustly suspended or discharged, such employee shall be immediately re-instated in his former position without loss of seniority and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensate which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to a Board.

ARTICLE 24

GENERAL

24:01 An employee shall not be required or permitted to work alone at any time under hazardous conditions. However, the Town will not be responsible if an employee performs such work contrary to the Supervisor's orders or without the Supervisor's knowledge of such work or conditions.

24:02 The Town shall pay wages to all employees on Thursday of each week for time worked the current week.

24:03 All employees shall be permitted five (5) minutes prior to lunch hour and five (5) minutes prior to completion of the shift for the purpose of wash-up.

24:04 Each employee shall be entitled to a fifteen (15) minute break during the first and second half of his regular working day or shift.

***24.05 All employees shall be entitled to a half hour (30 minute) unpaid meal break for shifts greater than five hours in duration. An employee recalled to work during his/her meal period shall be paid time and one half (1 ½) for all time worked during the meal period, to a maximum of forty-five (45) minutes.**

ARTICLE 25 LAYOFFS AND RECALLS

25:01 Both parties recognize that job security should increase in proportion of length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority and shall be recalled in the inverse order of their seniority, providing they are qualified to do the work required. Seniority for the purpose of this Clause shall be on a bargaining unit wide basis.

25:02 Except in the case of dismissal for just cause, fourteen (14) calendar days notice shall be given and the employee shall be paid for the number of days by which the period of notice was reduced.

ARTICLE 26 SEVERANCE PAY

***26:01 All employees with a minimum of one (1) year of service with the Town of Embree shall be paid out severance pay entitlement effective November 8, 2021.**

Employees entitled to severance pay shall be paid five (5) days' salary for each year of service, based on the rate in effect on November 8, 2021 to a maximum of twelve (12) years accumulated credit. The date for calculation shall be from 1997.

Effective November 8, 2021, there shall be no further accumulation of service for severance pay purposes.

ARTICLE 27

CONTRACTING OUT

- 27:01 Subject to the garbage collection being done on a regional basis, the Employer shall not contract out bargaining unit work that provides municipal services through the life of this agreement.
- 27:02 People outside the bargaining unit shall not perform bargaining unit work.
- 27:03 The Employer agrees to give the first opportunity to Union members to work on any grants or special projects by Council before hiring persons outside the bargaining unit.

ARTICLE 28

ENFORCEMENT AND DURATION

- *28:01 **This agreement shall be effective from July 1, 2021 and shall remain in full force and effect until June 30, 2025 or until a new Collective Agreement is signed by the parties, whichever is the later.**
- 28:02 Notice to Negotiate

Either party may give notice to terminate or amend the Agreement not more than one hundred and twenty (120) calendar days prior to the date of expiration.
- 28:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within thirty (30) calendar days following receipt of notice under Clause 42:02, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

ARTICLE 29

SPECIAL LEAVE

- 29:01 With the prior approval of the Employer, special leave may be awarded to an employee to enable him to participate in courses of training, either within or outside the Province. The duration of and the rate of pay for special leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.

ARTICLE 30

MATERNITY/ADOPTION/PARENTAL LEAVE

- 30:01 (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- (b) An employee is entitled to a maximum of fifty-two (52) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return after the expiration of this leave.
- 30:02 (a) An employee may return to duty after giving the Employer two (2) weeks notice of his/her intention to do so.
- (b) The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- 30:03 (a) An employee on maternity/adoption/parental leave shall earn seniority and severance pay credits for periods when he/she would ordinarily have worked.
- (b) Employees on maternity/adoption/parental leave shall have the option of continuing to participate in the Group Insurance Plan at the employee's expense.
- 30:04 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement of maternity leave or birth of the child, whichever occurs first.

ARTICLE 31

CORRESPONDENCE

- 31:01 All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Clerk Manager and the Secretary of the Local and the Union.

ARTICLE 32

AMENDMENTS

- 32:01 The terms of this Agreement may be amended at any time at any meeting of the parties hereto on such terms as shall be approved and agreed upon by the parties hereto.

ARTICLE 33

TIME OFF FOR UNION BUSINESS AND UNION ACCESS

33:01 Negotiation Pay Provision

Representatives of the Union shall not suffer any loss of pay or accumulated benefits for total time spent in negotiations with the Employer.

33:02 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or accumulated benefits for total time spent in Grievance and Arbitration procedure.

33:03 Union Access

- (a) Employees shall have the right at any time to have the assistance of a full-time representative of the Union on all matters relating to Employer-employee relations. Union representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except permission from their Clerk Manager.
- (b) Permission to hold meetings on the premises shall in each case be obtained from the Clerk Manager and such meetings shall not interfere with the operation of the Employer.

ARTICLE 34 **CALL-IN EMPLOYEES**

34:01 Call-in employees shall receive the wages and benefits specified in the agreement on a pro-rata basis according to their actual hours of work.

ARTICLE 35 **RETIREMENT BENEFIT**

***35:01** The Employer will contribute the equivalent of one (1) week's salary each year into an employee owned RRSP for the call-in maintenance **and call-in Labourer persons.**

35:02 The Employer will implement a pension plan for the full-time working foreman.

The Employer will pay 50% of the cost of this pension plan and the employee will pay 50% of the cost.

SCHEDULE A - SALARIES

Effective July 1, 2021 - Increase all salaries by (.60¢) an hour.

Effective July 1, 2022 - Increase all salaries by (.45¢) an hour.

Effective July 1, 2023 - Increase all salaries by (.45¢) an hour.

Effective July 1, 2024 - Increase all salaries by (.45¢) an hour.

SALARY SCHEDULE

	<u>July 1/21</u>	<u>July 1/22</u>	<u>July 1/23</u>	<u>July 1/24</u>
Working Foreman	\$27.70	\$28.15	\$28.60	\$29.05
Call-in Maintenance Person	\$20.90	\$21.35	\$21.80	\$22.25
Call-in Labourer	\$17.10	\$17.55	\$18.00	\$18.45

SIGNED this 9th day of Nov., 2021

IN WITNESS WHEREOF the parties hereto have hereunto their hand and seals subscribed and set the day and year first before written.

ON BEHALF OF THE TOWN OF EMBREE:

Harold J. Appard.

James H. Hines
WITNESS

ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:

[Signature]
Lee Webb
Producey D. [Signature]

Benadine Bower
WITNESS