



COLLECTIVE AGREEMENT

Between

HOPEDALE INUIT COMMUNITY GOVERNMENT

And

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

April 1, 2021 - March 31, 2025

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THIS AGREEMENT made this 1st day of September, Anno Domini, Two Thousand and Twenty-Two.

BETWEEN:

HOPEDALE INUIT COMMUNITY GOVERNMENT

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 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:

ARTICLE 1 PREAMBLE

- 1:01 (a) The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the employer and the union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- (b) In the event that there is a conflict between the context of this Agreement and any regulations or policies made by the Employer, this Agreement shall take precedence over the said regulations or policies.

ARTICLE 2 DEFINITIONS

2:01 For the purpose of these conditions:

- (a) "Association" and/or "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
- (b) "Classification" means the identification of a position by reference to a class title.
- (c) "Day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his/her position other than:
- (i) a designated holiday.
 - (ii) a calendar day on which the employee is on leave of absence.
- (d) "Day" means a working day unless otherwise noted.
- (e) "Demotion" means an action which causes the movement of an employee from his/her existing classification to a classification carrying a lower rate of pay.
- (f) "Employee" or "employees" where used, is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit.
- (g) "Employer" means the Hopedale Inuit Community Government.
- (h) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.

- (i) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday in this Agreement.
- (j) "Layoff" means the termination of employment of an employee because of lack of work.
- (k) "Leave of absence" means absence from duty with the permission of the Employer.
- (l) "Month of service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (m) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (n) "Overtime" means work performed by an employee in excess of his/her scheduled work day or work week.
- (o) "Part-time employee" means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in each work week.
- (p) "Permanent employee" means a person who has completed his/her probationary period and is employed on a full time basis without reference to any specified date of termination of service.
- (q) "Probationary employee" means a person who is employed on a permanent, temporary, seasonal or part time basis and who has not completed four (4) months of cumulative service or its equivalent in working hours or days within the bargaining unit.
- (r) "Promotion" means an action which causes the movement of an employee from his/her existing classification to a classification giving a higher rate of pay.
- (s) "Schedule" means in writing and posted in an accessible place to all employees.
- (t) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages, excluding overtime, from

the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year.

- (u) "Seasonal employee" means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic reassignment in various positions because of the nature of their work.
- (v) "Standby" means any period of time during which an employee is required to be available for recall to work.
- (w) "Temporary assignment" means the assignment, by the Town Manager, of an employee to another classification on an interim basis.
- (x) "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 at the end of such a period or upon the completion of such work.
- (y) "Termination" means the permanent cessation of service of an employee because of the abolition of an employee's position, dismissal for just cause, or because of the employee's resignation.
- (z) "Vacancy" means an opening in a permanent, seasonal, part-time or temporary position and in respect of which there is no employee eligible for recall.
- (aa) "Week" means a period of seven (7) consecutive days beginning at 12:01a.m. Sunday morning and ending at 12:00 p.m. hours on the following Saturday night.
- (bb) "Year" means the period extending from the first day of April in one year to the thirty-first day of March in the next year.

ARTICLE 3 RECOGNITION

3:01 Inclusions into the Bargaining Unit

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees as listed in the applicable Certification Order issued by the Labour Relations Board and/or by the Canada Labour Board or appropriate Federal Body including all other employees below the position of Town Manager and all other employees as mutually agreed between the parties.

- (b) Any unresolved dispute on future inclusions or exclusions in the bargaining unit will be referred by either party to the appropriate Board or Body referenced in (a) above for adjudication.

3:02 Work of the Bargaining Unit

Persons who are not within the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting, and in the event of emergencies or when regular employees are not available. It is understood that past practice will continue as it relates to persons who work on temporary job creation programs sponsored by the Provincial or Federal Government, provided that such work would not normally be performed by members of the bargaining unit and provided that no reduction of hours of work, pay, or benefits of employees occur. Subject to Clause 19:01, the past practice with respect to the Town Clerk filling in for the Town Manager and vice versa, will continue.

3:03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Agreement.

ARTICLE 4 MANAGEMENT RIGHTS

- 4:01 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. The Employer will continue to make rules and regulations that are consistent with the Agreement.

ARTICLE 5 EMPLOYEE RIGHTS

5:01 No Discrimination

The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfer, layoff, recall, discipline, classification, discharge, assignment of work or otherwise by reasons of age, race, creed, colour, national origin, sex, marital status, political or religious affiliation, physical disability or by reason of his/her membership in the Union.

5:02 No Harassment

The Employer and the Union recognize the right of all employees to work in an environment free from harassment and both shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer and the Union agree to take all steps to ensure that the harassment stops and that individuals who engage in such behavior are appropriately disciplined, as necessary. The Employer and the Union agree that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint. For the purpose of this Article, harassment shall be defined as:

- (i) Harassment of a sexual nature which is unsolicited, one-sided and/or coercive behavior which is comprised of sexual comments, gestures or physical contact that the individual knows, or ought reasonably to know, to be unwelcome, objectionable or offensive. The behavior may be on a one time basis or a series of incidents, however minor. Both males and females may be victims of sexual harassment.
- (ii) Harassment of a personal nature is any behavior that endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee, which is based on race, religion, religious creed, sex marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin or Union status.

5:03 Shop Steward

- (a) In the interest of maintaining a harmonious relationship between the Hopedale Inuit Community Government, its employees and the Union, both parties to this Agreement recognize the value and rights of the Shop Steward. Employees shall have the right to have a Shop Steward present on all matters relating to Employer/Employee relations.
- (b) The Employer acknowledges the right of the Union to appoint or elect one (1) Shop Steward.
- (c) The Union shall notify the Employer in writing of the name of the Steward before the Employer shall be required to recognize him/her.

5:04 Introduction of Shop Steward

Where the Shop Steward is available, a newly hired employee will be introduced to him/her as soon as possible.

5:05 Bulletin Boards

The Hopedale Inuit Community Government shall provide bulletin board facilities for the use of the Union, the sites to be determined by mutual agreement.

5:06 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 relationship. 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 with permission from their Supervisor, and such permission will not be unreasonably withheld.
- (b) Permission to hold meetings on the premises shall, in each case, be obtained from the Employer and such meetings shall not interfere with the operations of the Employer.

ARTICLE 6 UNION SECURITY

6:01 Condition of Employment

All employees within the bargaining unit shall become and remain members in good standing of the Union as a condition of employment. Any new employees within the scope of the bargaining unit shall, as a condition of employment, become members in good standing at the commencement of their employment.

6:02 Provision of Information

Upon employment, an employee will be provided with information concerning:

- (a) duties and responsibilities.
- (b) starting salary and classification.
- (c) terms and conditions of employment; and

- (d) the Shop Steward will ensure that the employee will receive a copy of the Collective Agreement.

6:03 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Town Manager and the President of the Union and a copy to the Local President.

ARTICLE 7 CHECKOFF

7:01 Deduction of Membership Dues

The Employer shall deduct from the salary or wages of all employees within the bargaining unit the amount of membership dues and forward same biweekly to the Union accompanied by a list of employees showing:

- (a) the contributions of each.
- (b) the employee's full name and classification and social insurance number; and
- (c) changes from previous list, e.g., additions, deletions, employee status, layoffs, resigned, promoted outside the bargaining unit, etc.
- (d) The Union shall give notice to the Employer of the authorized deductions to be made.

7:02 T-4 Slips

The Employer agrees that when issuing T-4 slips the amount of membership dues paid by an employee to the Union during the current year will be recorded on his/her T-4 statement.

ARTICLE 8 GRIEVANCE PROCEDURE

8:01 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Shop Steward to assist any employee in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

8:02 Processing of Grievances

The Shop Steward shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representatives.

8:03 Permission to Leave Work

It is agreed that the Shop Steward will not absent himself/herself from his/her work location for the purpose of handling grievances without first obtaining permission of the Shop Steward's Supervisor and that permission will not be unreasonably withheld.

8:04 Settling of Grievances

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

Step 1:

An employee who alleges that he/she has a grievance shall, within five (5) working days after becoming aware of the occurrence of the grievance, submit his/her grievance, with the assistance of the Shop Steward, in writing to the Town Manager. The Town Manager shall arrange a meeting with the Shop Steward and grievor and all parties shall attempt to settle the grievance at this stage. The Town Manager shall, within five (5) working days of receipt of the grievance give his/her decision in writing to the grievor and Shop Steward.

Step 2:

Failing settlement being reached at Step 2, either party may within fifteen (15) working days of receipt of the Town Manager's decision at Step 2, refer the dispute to arbitration in accordance with Article 9 - Arbitration.

8:05 Time Limits

Subject to Clause 9:08 and notwithstanding any other provisions of this Article, time limits fixed by this Article shall be considered mandatory. Failure to meet same by the Union shall be fatal to the grievance. If the Employer fails to meet the time limits so fixed by this Article, then the grievance shall be deemed to be upheld and the redress sought implemented.

8:06 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union or its representatives may initiate a grievance and it shall commence at Step 2.

8:07 Union May Institute Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8:08 Union Representative

A full time representative of the Union may be called in by the employee(s) at any step of the grievance procedure. The grievor and/or the Shop Steward may be present for all steps of the grievance procedure at the request of either party. The Shop Steward shall not lose any pay or benefits to attend grievance meetings. Unless the grievor is under suspension, he/she shall not lose any pay or benefits to attend such meetings.

8:09 Replies in Writing

At all steps of the grievance procedure, the replies to the grievance shall be in writing and dated receipts of the grievance shall be given.

8:10 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meeting.

8:11 Mutually Agreed Changes

Any mutually agreed change to this Collective Agreement, made in accordance with Clause 33:01, shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

8:12 Technical Objections to Grievances

No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a Step in the Grievance Procedure.

8:13 Grievance Settlements

The settlement of a grievance, without reference to arbitration, shall be applied retroactively to the date of the occurrence of the action or situation which gives rise to the grievance, unless the settlement states otherwise.

ARTICLE 9 **ARBITRATION**9:01 Notification of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered or certified mail addressed to the other party of the Agreement. The request shall include a list of three suggested names to act as sole Arbitrator in the dispute. Subject to Clause 9:02, the party to whom notice is given shall within ten (10) days of receipt of such notice, agree upon one of the arbitrators and notify the other party of the name of the arbitrator.

9:02 Failure to Agree

If the parties fail to agree on an acceptable Arbitrator, the appropriate person or body designated by the Canadian Labour Relations Board, shall appoint an Arbitrator upon the request of either party.

9:03 Arbitrators Powers

An Arbitrator shall may not alter, modify or amend any provision of this Agreement but he/she shall have the power to set aside a decision of the Employer and to modify a disciplinary measure imposed by the Employer or otherwise dispose of a grievance by any arrangement which it deems just and equitable.

9:04 Arbitration

The Arbitrator shall determine his/her own procedure but shall give full opportunity to all parties to present evidence and make representations. In his/her attempts at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. He/she shall hear and determine the difference or allegation and render a decision within sixty (60) days of the completion of the arbitration hearing.

9:05 Decision of the Arbitrator

The parties and the employees bound by this Agreement shall comply with

these provisions for final settlement of a grievance and they shall comply with the decisions of an arbitrator appointed in accordance with these provisions and do, or, as the case may be, abstain from doing anything required by that decision.

9:06 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision which he/she shall do within twenty (20) days.

9:07 Expenses of the Arbitrator

The Employer and the Union shall pay one-half (½) of the fees and expenses of the Arbitrator.

9:08 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by mutual agreement in writing between the parties.

9:09 Witnesses and Grievors

- (a) At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee concerned as a witness and any other witness. Employees appearing as witnesses shall be considered on paid leave with no loss of wages or benefits provided that the Arbitration hearing is held in Hopedale.
- (b) An aggrieved employee who is not on suspension and who has not been dismissed, shall be considered to be on paid leave with no loss in wages or benefits for the time period he/she is required to be in attendance during the grievance process related to the grievance in question, provided that the grievance process is held in Hopedale.

ARTICLE 10 HOURS OF WORK AND WORK SCHEDULE

10:01 Hours of Work - Municipal Services Personnel

- (a) With the exception of the classifications of Dog Catcher and Janitor, all other full time Municipal Services Personnel shall be scheduled to work forty (40) hours per week consisting of five (5) eight (8) hour shifts to be scheduled from Monday to Friday with the

scheduled work day being 8:00 a.m. to 5:00 p.m., excluding meal breaks.

- (b) The classification of full time Recreation Director shall be scheduled to work forty (40) hours per week consisting of five (5) eight (8) hour continuous shifts to be scheduled from Monday to Saturday. Every effort will be made to schedule two (2) consecutive days off.
- (c) The classification of Dog Catcher shall be scheduled to work thirty-five (35) hours per week consisting of five (5) seven (7) hour shifts to be scheduled from Wednesday to Sunday with the scheduled work day being 10:00 a.m. to 6:00 p.m., excluding meal breaks.
- (d) The classification of Janitor shall be scheduled to work twenty-five (25) hours per week consisting of five (5) five (5) hour shifts to be scheduled from Monday to Friday with the scheduled work day being 2:00 p.m. to 7:00 p.m. without a meal break. The employer retains the right to assign additional duties outside the Janitor classification.

10:02

Hours of Work - Administrative Personnel

- (a) With the exception of the classification of Radio Announcer, all full time Administrative Personnel shall be scheduled to work thirty-five (35) hours per week consisting of five (5) seven (7) hour shifts to be scheduled from Monday to Friday with the scheduled work day being 8:30 a.m. to 4:30 p.m., exclusive of meal breaks.
- (b) (i) The classification of Radio Announcer shall be scheduled to work thirty (30) hours per week consisting of five (5) six hour shifts to be scheduled from Monday to Friday with the scheduled work day being 9:00 a.m. to 5:00 p.m., exclusive of meal breaks. The meal break shall be two (2) hours.
- (ii) Notwithstanding Clause 10:02(b)(i) the current employee at the time of signing of this Agreement shall maintain thirty-five (35) hours per week but the Employer retains the right to assign additional duties from outside the Radio Announcer's classification.

10:03

Summer Hours

The hours of work for all full time employees, with the exception of the Radio Announcer shall be reduced by one half ($\frac{1}{2}$) hour per day without loss of pay and benefits. This reduction shall occur at the end of each scheduled shift and be effective from the first Monday in June to the

Tuesday following Labour Day weekend in September. The Radio Announcer shall take an extra one half (½) hour lunch break. In the event that employees are required to work overtime during the summer hours, the first one half (½) hour of each day shall be worked at straight time overtime.

10:04 Meal Breaks

Subject to 10:02(b), there shall be a one (1) hour unpaid meal break for all full time employees to be scheduled at 12:00 noon or at 5:00 P.M. of each day. Part time employees may not necessarily be scheduled to take an unpaid meal break.

10:05 Rest Periods

- (a) Each employee shall receive a rest period of fifteen (15) consecutive minutes in the first and second half of the working day at a time to be scheduled by the Town Manager. These breaks must be taken at the time specified/scheduled and cannot be accumulated. The fifteen (15) minute breaks must be taken at the employees' place of work unless mutually agreed by both parties.
- (b) A part time employee who works at least four (4) hours per shift shall be entitled to one (1) rest period of fifteen (15) consecutive minutes during each four (4) hour period or portion thereof.

ARTICLE 11 OVERTIME

11:01 Overtime Rate

Overtime at the rate of one and one half (1½) an employee's regular rate will be paid for all hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week for all Administrative Personnel and eight (8) hours per day or forty (40) hours per week for all Municipal Services Personnel.

11:02 Approval of Overtime

All overtime is subject to the prior approval of the Town Manager or his/her representative designate for the place of work where the overtime is to be worked.

11:03 Leave in Lieu of Overtime (Flextime)

Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the Town Manager or his/her designated representative. Nothing in this Article prevents the employee from receiving payment for such time upon request. Time off in lieu of overtime may be accumulated to a maximum of fifteen (15) days.

11:04 Meal Periods

If an employee is recalled to work during his/her meal period and if the employee's meal period cannot be rescheduled, he/she shall be paid time and one-half (1½) for all time worked during the meal period.

11:05 Sharing of Overtime

Overtime and callback shall be divided on an equal opportunity basis among employees qualified to perform the available work.

11:06 Callback

An employee who is called back to work outside his/her normal working hours shall be paid a minimum of three (3) hours at the applicable overtime rate.

11:07 No Layoff to Compensate for Overtime

An employee shall not be laid off during regular hours to equalize any overtime worked.

11:08 Calculating of Overtime Rates

An employee who is absent on approved time off during his/her scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his/her regular hours during such leave.

11:09 Overtime on an Employee's Day Off

An employee who works on his/her day off shall be paid time and one-half (1½) for all hours worked.

11:10

Standby

- (a) An employee required to perform standby duty shall be paid sixty-five (\$65.00) dollars for each twenty-four (24) hour shift of standby.
- (b) When standby is required on a statutory holiday, the rate of compensation shall be seventy (\$70.00) dollars for each twenty-four (24) hour shift of standby.
- (c) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.
- (d) On call duty shall be divided on an equal opportunity basis among qualified employees.
- (e) Compensation for standby duty shall increase by an equivalent percentage salary increase applicable at the date of each salary increase.
- (f) An employee called back to work while on standby duty shall receive standby pay, in addition to any salary accruing, for the full duration of scheduled standby duty.
- * (g) One worker will be assigned to do water samples and add chlorine once per day (Saturday, Sunday and stat days except Christmas Day and Good Friday (12.03) and workers will be paid 1.5 their regular rate of pay for 2 hours unless they are there longer (as approved by town manager) at which time they will be paid as per article 11. Water and sewer workers shall rotate these shifts amongst qualified people. Workers can mutually agree to change these shifts as long as the employer is notified.
- * (h) Water and sewer workers rotate stand-by opportunities for six (6) months per year from December-May inclusive. Other months throughout the year these workers will be available for overtime as needed and shared equally amongst qualified people who regularly do the work.

11:11

Employees who work in lift stations or other confined spaces shall receive a bonus of four dollars (\$4.00) per hour.

ARTICLE 12 HOLIDAYS

12:01 Paid Holidays

Employees who are not on layoff or leave of absence and have been employed for at least thirty (30) days shall receive one (1) day of paid leave for each of the statutory holidays listed below:

- (a) New Year's Day
- (b) Old Christmas Day (Jan. 6)
- (c) Labrador Inuit Association Day
- (d) Good Friday
- (e) Easter Monday
- (f) Victoria Day
- (g) Memorial Day (Canada Day)
- (h) Labour Day
- (l) Thanksgiving Day
- (j) Remembrance (Armistice) Day
- (k) Christmas Eve
- (l) Christmas Day
- (m) Boxing Day
- (n) Nunatsiavut Day
- *(o) National Day of Truth and Reconciliation
- *(p) National indigenous day

Two (2) floating holidays shall be granted to be scheduled by mutual consent. The employee must give at least one (1) weeks' notice.

12:02 Compensation for Holidays Falling on Days of Rest

When any of the aforementioned paid holidays fall on the employee's day of rest, it will be rescheduled to a date to be mutually agreed between the Employee and the Town Manager.

12:03 Compensation for Work on a Holiday

Where an employee is required to work on a holiday listed in Clause 12:01 and when such holidays do not fall on an employee's day of rest then such employees shall receive, in addition to his/her holiday pay, pay at the rate of time and one half (1½) for all hours worked on such holidays and double (2) time on Christmas Day and Good Friday.

12:04 Paid Holiday During Leave

If an employee is on sick leave or on annual leave on the day that the paid holiday is designated, the employee shall be paid for the holiday and there shall be no reduction from the employee's sick leave or annual leave.

ARTICLE 13 ANNUAL LEAVE

13:01 Length of Vacation

The maximum annual leave which an employee shall be eligible for in any one year shall be as follows:

<u>Years of Service</u>	<u>Number of Days Per Year</u>
Up to 3 years	20 days
From 3 to 8 years	25 days
From 8 to 15 years	30 days
In excess of 15 years	35 days

- (a) Upon the completion of his/her probationary period, an employee may anticipate annual leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.
- (b) Notwithstanding the above, temporary employees shall receive a five percent (5%) allowance in lieu of annual leave. Seasonal employees may elect to be paid for annual leave or accrue such leave at the applicable rate.
- (c) An employee who becomes eligible for a greater amount of annual leave during the year, shall be credited with additional annual leave based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.
- (d) For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than one-half (1/2) of the days in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.

13:02 Prior Approval

- (a) Annual leave shall not be taken except with the prior approval of the Town Manager. However, subject to the operational

requirements of the Hopedale Inuit Community Government, the Town Manager shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the employee.

- (b) Provided that the employee has annual leave credits, employees shall be permitted to take annual leave when they are travelling outside of Hopedale and are unable to return to work due to break down late arrival of their means of transportation or due to adverse weather conditions.

13:03 Payment for Work

Employees shall have the right to refuse to work during periods of annual leave. In the event an employee agrees to work during periods of annual leave, he/she shall receive pay at the rate of time and one-half (1 ½) in addition to his/her regular rate of pay.

13:04 * Carry Forward

An employee may carry forward to the next year any unused portion of annual up to a maximum of twenty (20) days.

13:05 Change to Sick Leave

- (a) An employee who becomes ill while on annual leave may change the status of his/her leave to sick leave effective the date of notification to the Employer.
- (b) In the case of an employee who is admitted to a hospital while on annual leave, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to a hospital.
- (c) An employee who has entered upon annual leave may change annual leave to bereavement leave provided that such leave would qualify under Clause 15:04.

13:06 When an employee resigns or retires, he/she will only receive annual leave entitlement for the portion of the year worked.

13:07 Recognition of Prior Service

For the purpose of this Article, employees who are re-employed by the Employer after layoff or termination shall have service prior to layoff or termination credited to them for annual leave purposes.

ARTICLE 14 SICK LEAVE14:01 Accrual of Sick Leave

- *(a) All permanent and regular seasonal employees are entitled to sick leave with pay provided enough time is accumulated. A credit of 1.5 days per month is accumulated for each employee to allow for time off for sick leave with pay. Sick leave can be accumulated up to 240 days. Time off for medical or dental appointments at the local clinic is allowed without charge against sick leave.
- (b) Upon the completion of his/her probationary period, an employee may anticipate sick leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.
- (c) For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than one-half ($\frac{1}{2}$) of the days in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.

14:02 Entitlement to Accrued Sick Leave

- (a) To be eligible for sick leave, an employee on sick leave must contact his/her immediate Supervisor on the first day and each subsequent day of sick leave. Employees on sick leave must contact their immediate Supervisor as soon as possible but not later than 8:00 a.m. on the first and each subsequent day. This requirement may be waived in exceptional circumstances. Notwithstanding the above, employees who provide medical certificates to support periods of sick leave shall not be required to contact their immediate Supervisor after presentation of the medical certificate for the period covered by such medical certificates.
- *(b) If an employee is absent from work because of illness for more than three (3) consecutive working days, a medical certificate must be submitted to the Town Manager upon return to work.

14:03 Other use of Sick Leave

Where no one other than the employee can provide for the needs during the illness of an immediate member of his/her family, an employee may apply to his/her Supervisor to use a maximum of five (5) accumulated sick leave days per illness for this purpose. The employer retains the right to request a medical certificate where there is reason to believe that an employee may be abusing this benefit.

14:04 Retention While on Layoff

When an employee is laid off, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such layoff.

14:05 Sick Leave Applicable to Probationary Employees

Upon successful completion of the probation an employee may be permitted to avail of sick leave accrued within his/her probationary period.

14:06 Accrual of Sick Leave while on Paid Leave or Workers' Compensation

When an employee is on any form of paid leave or when he/she is absent from work and receiving Workers' Compensation, he/she shall receive on his/her return to work any sick leave credits which should have accrued during the period of such absence.

14:07 Requirement to Notify

In January of each year, the Employer shall advise each employee of the amount of sick leave accrued to his/her credit and the number of days of sick leave taken by him/her during the proceeding year.

14:08 Extension of Sick Leave

- (a) When an employee reaches the maximum of the sick leave which may be awarded him/her in accordance with Clause 14:01 he/she shall at his/her option, if still unfit to return to duty, proceed on annual leave if he/she is eligible to receive such leave, or if not, on special sick leave without pay.
- (b) Employees on special sick leave without pay shall continue to accrue seniority for a maximum of two (2) years.

ARTICLE 15 LEAVE OF ABSENCE

15:01 Negotiation Pay Provision

Representatives of the Union, not to exceed two (2) employees, shall not suffer any loss of pay or benefits while attending negotiation meetings between the Union and the Employer. Employees shall be paid applicable overtime rate when negotiations take place outside of normal working hours.

15:02 Leave of Absence for Union Business

In addition to those days granted under Clause 15:01, the Employer shall grant a maximum of ten (10) days per year, without pay, plus five (5) days a year with pay, for the purpose of attending Union functions.

15:03 Leave of Absence for Full Time Union Representative

An employee who is selected or elected for a full time position with the Union or anybody with which the Union is affiliated shall be granted a leave of absence without loss of seniority or accrued benefits for a period of one (1) year. Such leave shall be renewed each year on request during his/her term of office.

15:04 Paid Bereavement Leave

(a) An employee shall be entitled to bereavement leave with pay as follows:

(i) In the case of the death of an employee's spouse, mother, father, legal guardian, brother, sister, child, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild or near relative living in the same household, four (4) consecutive working days.

(ii) In the case of the death of an employee's, aunt, or uncle one (1) working day.

*(b) If the funeral of an employee's spouse or relative, referred in (a)(i) and (ii) above, is held outside of Hopedale then such employees shall be eligible for three (3) additional bereavement day for the purpose of attending the funeral.

(c) One (1) hours' leave shall be granted without loss of salary or benefits to attend a funeral as a pallbearer or mourner.

15:05 Maternity/Paternity Leave

(a) An employee shall be eligible for seventy-eight (78) weeks' maternity/paternity leave without pay and without loss of benefits any time after the sixth month of pregnancy. This is in accordance with Federal regulations.

(b) The Employer will protect the position and accrued benefits of the employee while on maternity/paternity leave.

- (c) An employee who has been on maternity/paternity leave may return to duty after she has produced a certificate of fitness from her physician, if applicable, and at the same time has given two (2) weeks' notice of his/her intention to so return.
- (d) An employee may be awarded sick leave for illness that is the result of or may be associated with pregnancy.
- (e) Periods of leave up to seventy-eight (78) weeks shall count as service for the accrual of seniority, annual leave, sick leave and severance pay with exceptions for any periods that the employee would normally be laid off.
- (f) Notwithstanding Clause 13:04, employees who are unable to avail of any accrued annual leave prior to commencing maternity/paternity leave shall be permitted to carry forward any unused portion of annual leave accrued before and during maternity/paternity leave to the following year.

15:06

Adoption Leave

- (a) An employee shall be eligible for seventy-eight (78) weeks adoption leave without pay and without loss of benefits starting one (1) month before the employee legally adopts a child provided such employees provide proof of adoption or intent to adopt.
- (b) The Employer will protect the position and accrued benefits of the employee while on adoption leave.
- (c) The employee who has been on approved adoption leave may return to duty at any time during adoption leave provided two (2) weeks' notice of his/her intention to return is given.
- (d) Periods of adoption leave up to seventy-eight (78) weeks shall count for the accrual of seniority, annual leave, sick leave and severance pay with exceptions for periods that such employees would normally be laid off.
- (e) Notwithstanding Clause 13:04, employees who are unable to avail of any accrued annual leave prior to commencing adoption leave shall be permitted to carry forward any unused portion of annual leave accrued before and during adoption leave to the following year.

15:07 Paid Jury or Court Witness

The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who serves as a juror in any Court.

15:08 Education Leave

- (a) An employee who is upgrading his/her employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to attend classes and to write examinations required by such course.
- (b) An employee who has been employed for a period of not less than two (2) years and who is upgrading his/her employment qualifications through an Employer approved upgrading course at Vocational School or University shall be entitled to leave of absence without pay and without loss of seniority for a period of up to two (2) years. Employees on such leave shall continue to accrue seniority unless they would normally be laid off.

15:09 General Leave

With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority in exceptional circumstances provided that the employee has no current or accumulated annual leave available to him.

15:10 Paid Special Leave

Subject to the approval of the Employer, an employee shall be entitled to special leave with pay not exceeding a total of six (6) days in a year for any of the following reasons:

- (a) employee's marriage;
- (b) marriage of employee' child;
- (c) birth or adoption of employee's child;
- (d) moving one's household;
- (e) participate in traditional hunting/fishing in the local area;
- (f) attend to serious fire or flood;
- (g) attend meetings with school authorities;
- (h) family or home emergencies;
- (i) temporarily care for a sick family member living in the same household;
- (j) accompany a dependent family member living in the same household on a medical or dental appointment.

- *(k) experiencing family or domestic violence

Paid Special Leave is not accumulative from one year to the next.

*15:11 Unpaid Special Leave

An employee who has been employed for a period of not less than five (5) years may, upon request, be granted special leave without pay up to a period of one (1) year. No request will be denied unless for operational requirements. Employees while on unpaid special leave will retain all accrued benefits earned prior to such leave, but shall not accrue benefits, other than seniority, during the period. Employees who would normally be laid off shall not accrue seniority during that period.

ARTICLE 16 ABSENCE FROM WORK DUE TO WEATHER CONDITIONS

16:01 Adverse Weather Conditions

The following provisions shall apply to employees who are absent from work due to adverse weather conditions.

- (a) All employees are due to report to work as scheduled.
- (b) When an employee, through no fault of his/her own, is unable to report to work because of adverse weather decided by the Employer or because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall he/she be required to make up, in any way, for time lost due to not reporting for work.
- (c) Notwithstanding Clause 16:01(a) above, the Employer reserves the right to close down or reduce staffing levels in any Department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with Clause 16:01(b) above.
- (d) An employee who is required to work during adverse weather or state of emergency shall be paid at the rate of time and one-half (1½) for all hours worked.
- (e) For the purpose of this Article, the Employer is defined as the Town Manager or his/her designated representative.

- (f) It is the Employer's sole discretion to determine when weather conditions are adverse. The employer may recall employees to work if weather conditions improve during the day.

16:02 Travel Leave Days

Employees are eligible for up to two (2) days paid leave per calendar year as travel days provided such leave is taken for unforeseen circumstances, particularly weather, while employees are away from the community. Travel leave days cannot be carried forward from one year to the next.

ARTICLE 17 TERMINATION OF EMPLOYMENT

17:01 Employer Required to Provide Notice

- (a) Except in the case of dismissal for just cause, fifteen (15) working days' notice in writing shall be given to permanent employees whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- (b) Except in the case of dismissal for just cause, ten (10) working days' notice in writing will be given to temporary, seasonal and part-time employees whose services are to be terminated, provided that such employees are not hired for a specified time period. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

Employees hired for a specified period may be extended, in writing, on a week to week basis.

17:02 Employees Required to Provide Notice

Permanent employees shall give the Town Manager fifteen (15) working days' written notice and seasonal employees ten (10) days' written notice and temporary, probationary and part-time employees shall give five (5) working days' written notice of intention to terminate employment.

17:03 Annual Leave during the Notice Period

Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the Employer and the employee.

17:04 Mutual Agreement Required

The period of notice may be reduced or eliminated by mutual agreement.

17:05 Payment of Accrued Leave

Upon termination of service, an employee shall receive pay for all his/her earned current and accrued leave not taken by him/her prior to the date of termination of his/her services plus pay for his/her accumulated annual leave up to a maximum of fifteen (15) days not taken by him/her prior to the date of termination of his/her services, provided, however, that any indebtedness to the Employer may be deducted from such pay. If an employee terminates his/her employment without giving proper notice, he/she shall not be eligible to receive payment for his/her accumulated annual leave up to the maximum of fifteen (15) working days.

17:06 *Upon retirement, resignation or termination, except for just cause, an employee shall be paid for twenty-five percent (25%) of all sick leave that the employee has left in his/her sick leave bank up to a maximum of two hundred forty days (240)

*(a) Employees hired after the date of signing of this Agreement will not avail of this provision

ARTICLE 18 SENIORITY18:01 Accrual and Application

(a) Subject to Clauses 18:01 (b) and 18:04, seniority is defined as the total length of service, excluding overtime, with the Employer in a position or positions included in the bargaining unit. Service prior to the inclusion of a position into the bargaining unit shall also be recognized for seniority. Seniority shall operate on a bargaining unit wide basis.

(b) Employees who are temporarily assigned to positions outside of the bargaining unit shall continue to accumulate seniority unless they would normally be laid off. Employees who are temporarily assigned outside of the bargaining unit shall have access to the Grievance Procedure and Arbitration Procedure as if they were still covered by this Collective Agreement and they shall continue to pay Union dues for the full duration of the temporary assignment.

- (c) No employee shall be temporarily assigned outside the bargaining unit without his/her consent.
- (d) Notwithstanding Clause 2:01 (x), temporary assignments outside of the bargaining unit may occur without regard to seniority.

18:02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service with the Employer commenced. An up-to-date seniority list shall be sent to the Union and delivered to each employee in January of each year.

18:03 Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary period in accordance with Clause 21:01 of this Agreement. Probationary employees may be dismissed if unsuitable without recourse to the Arbitration provisions of this Agreement. Subject to Clause 18:04, probationary employees shall accrue seniority from their date of hire with the Employer.

18:04 Loss of Seniority

An employee shall lose his/her seniority in the event that:

- (a) he/she is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) he/she resigns in writing, in accordance with Clause 17:02 and does not withdraw the resignation within five (5) calendar days;
- (c) he/she is absent from work in excess of seven (7) working days without the approval of the Town Manager or without sufficient cause;
- (d) he/she fails to return to work within ten (10) working days following a layoff and after being notified by registered mail to do so, except when such failure is caused by sickness verified by a doctor's certificate or by other just cause. It shall be the responsibility of the employee to keep the Town Manager informed in writing of his/her current address. An employee who is recalled for casual work or employment at a time when he/she has employment which will continue for a greater duration than the recall period shall not lose his/her recall rights for refusal or failure to return to work with the

Employer for the duration of the recall period. Upon receipt of notice of recall, the employee shall, within five (5) working days, notify the Town Manager whether or not he/she will return to work;

- (e) he/she is laid off or on leave without pay for a period longer than twenty-four (24) consecutive months.
- (f) If the employee retires.

18:05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority while outside the unit. An employee permanently transferred outside the bargaining unit shall lose all seniority in the bargaining unit.

ARTICLE 19 PROMOTIONS AND STAFF CHANGES

19:01 Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post a notice of the position in accessible places on the Employer's premises for a period of not less than seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Local President.

19:02 Information on Posting

For vacancies or new positions inside the bargaining unit such notices shall contain the following information: title of position, qualifications, required knowledge and education, skills, wage or salary rate or range and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to male and female applicants".

19:03 Procedure for Filling Vacancies

No bargaining unit position will be filled from outside the bargaining unit until the applications of present employees have been fully processed.

19:04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service.

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 total seniority basis for filling such vacancy provided that the applicant's qualifications and ability meet the required standards for the new position as advertised in the job posting.

19:05 Trial Period

The successful applicant shall assume his/her new duties on a trial basis for three (3) months. The Employer shall confirm the employee's appointment after the trial period of three (3) months, unless the Employer deems the employee's service unsatisfactory. In the event that the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, if not redundant, and if redundant, then to a comparable position, wage or salary rate of his/her former position and without loss of seniority if such a comparable position is available. Likewise, any other employee promoted or transferred because of the successful applicant's promotion shall be returned to his/her former or to a comparable position, wage or salary rate, without loss of seniority, if such a comparable position is available.

19:06 Notification of Successful Applicant

Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant with a copy to the Shop Steward.

19:07 Incapacitated Worker Provision

An employee who has become incapacitated by injury or illness will be employed in other work which he/she can do providing a suitable position is available and the applicable rate for the new position will apply. If no such position is available, an incapacitated employee may bump an

employee with less seniority as if he/she were being laid off provided he/she is qualified and able to perform the duties of the position.

ARTICLE 20 LAYOFF AND RECALL

20:01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority provided that those employees being retained are qualified and able to perform the work required.

20:02 Recall Procedure

Employees on layoff shall be recalled in order of seniority provided that those employees being recalled are qualified and able to perform the work required. Employees who obtain other positions by virtue of Clause 20:01 or this Article shall be returned to their original positions, as work becomes available, in accordance with their respective seniority.

20:03 No New Employees

No new employees shall be hired until those laid off or those employees working in positions other than their own, have been given an opportunity of recall or an opportunity to return to their own positions as the case may be provided that those being recalled or returned to their own positions are qualified and able to perform the work required.

ARTICLE 21 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

21:01 Probationary Period

The probationary period shall be that period of time as stated in the definition of "Probationary Employee" in Clause 2:01(r).

21:02 Discipline

- (a) All dismissals, suspensions and other disciplinary actions may be subject to the formal grievance and arbitration procedure as outlined in Article 8 - Grievance Procedure and Article 9 - Arbitration.

- (b) Within five (5) days of an oral notification of suspension or dismissal, an employee shall be given written confirmation of the suspension or dismissal, including reasons for such action.
- (c) An employee who is required to attend a meeting with Employer representatives dealing with warnings, adverse reports, suspension or discharge shall be advised that he/she has a right to be accompanied by a Union representative.
- (d) If, upon investigation, the Employer determines that disciplinary action is necessary, such action shall be taken based upon the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.

21:03 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately reinstated in his/her former position without loss of seniority and shall be compensated for all time lost in an amount equal to his/her 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 an Arbitrator, if the matter is referred to an Arbitrator.

21:04 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within five (5) working days of the Employer's becoming aware of the event of the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time. An adverse report shall be considered to be disciplinary and subject to the grievance and arbitration procedure.

21:05 Personnel Files

- *(a) There shall be one (1) official personnel file which shall contain all adverse reports and records of disciplinary action and this file shall be maintained in the Hopedale Inuit Community Government Office. An employee shall, at a time mutually agreed between the parties and within seven (7) days be allowed to inspect his/her

personal file and such employees shall be accompanied by a representative of the Union if he/she so desires.

- (b) A copy of any document placed on an employee's personnel file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who shall acknowledge having received such documents by signing the file copy.
- (c) Any document which has been or may be used for disciplinary reasons shall be removed from an employee's personnel file and destroyed after the expiration of eighteen (18) months, provided there has not been a recurrence of a similar incident during that period.

21:06 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended or subject to disciplinary action, shall be entitled to a hearing under Article 8, Grievance Procedure. Step I of the Grievance Procedure may be omitted in cases of suspension or discharge.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22:01 Availability of Salary Cheques

The Employer shall continue to pay salaries bi-weekly. Overtime pay will be included in the regular pay cheque for the pay period next succeeding the pay period during which the overtime was earned. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime and other payroll deductions.

22:02 Payment on Temporary Transfer, Higher Rated Job

- (a) Upon direction from the Town Manager, an employee required to fill temporarily a position for more than one work day which is paid a higher rate of salary than that paid for the employee's regular agreed work shall receive the rate of pay for the position filled.
- (b) An employee required to fill a position for which is paid a lower rate of salary than that paid for such employee's regular work shall not receive any reduction in pay for reason thereof.

22:03 Vacation Pay

An employee with more than one (1) year of service or an employee who has earned at least three (3) weeks' vacation, upon giving at least two (2) weeks' notice prior to the pay day preceding the office day on which he wishes to receive his/her advance payment, shall receive, prior to commencement of his/her annual vacation, any regular pay cheque(s) which may fall due during his/her vacation if there is not direct deposit

22:04 Transportation

When, in the course of his/her duty, an employee is required by the Employer to travel on the Employer's business, transportation shall be provided by the Employer or the Employer may require the use of the employee's own vehicle with a fuel allowance of 23 liters of gas and 1 liter of oil per week. Employees have the right to refuse to utilize their own vehicles for the Employer's business. The Employer's vehicles must not be used for personal reasons.

ARTICLE 23 CONTRACTING OUT

23:01 The Employer shall not contract out work which would normally be carried out by members of the bargaining unit work.

ARTICLE 24 TECHNOLOGICAL CHANGE24:01 Advance Notice

Before the introduction of any technological change or new method of operation which will affect the rights and benefits of an employee as provided for under this Collective Agreement, the Hopedale Inuit Community Government will notify the Union of the proposed change.

24:02 Consultation

Meetings will be arranged between the Hopedale Inuit Community Government and the Union within ninety (90) days of the Hopedale Inuit Community Government notification to the Union for the purpose of consulting on the effect to result from the change or to discuss training needs.

24:03 Training Benefits

In the event that the Hopedale Inuit Community Government 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, training shall be provided for employees affected. A reasonable period of time shall be allowed for employees taking such training. Leave for such training shall be with pay less any other allowances provided for such training by the Hopedale Inuit Community Government or other programs. Training shall be provided by qualified Instructors at a recognized educational Institution.

24:04 Requirement to Transfer or Reassign

- (a) Where an affected employee elects not to avail of training as provided for under Clause 24:03, the Hopedale Inuit Community Government agrees that where possible, the effect on the employee of changes contemplated by Clause 24:01 will be minimized by transfer or reassignment within the employ of the Hopedale Inuit Community Government unless such employee has refused without giving reasons acceptable to the Council to avail of training in accordance with Clause 24:03.
- (b) Notwithstanding any of the above, it is agreed that where an employee elects not to avail of training opportunities under Clause 24:03 or where it is not possible to transfer or reassign the employee within the employ of the Council because of the nonexistence of available positions, the employee will be terminated and notice will be served in accordance with Article 17 - Termination of Employment.

24:05 No New Employees

No new employee(s) will be hired by the Council to replace any employee(s) affected by the technological change or new method of operation until the employee(s) already employed and affected by the change have been notified and allowed an opportunity to retrain in accordance with Clause 24:03.

ARTICLE 25 INJURY ON DUTY

- 25:01 (a) Subject to Clause 25:01(c), an employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall report the matter to his/her

supervisor and the employee shall be placed on Injury on Duty Leave with pay as per Clause 25:01(b) for a maximum of three (3) weeks pending settlement of the insurable claim. While on Injury on Duty Leave, employees shall receive the benefits of the Collective Agreement, subject to necessary adjustments. Upon settlement of the claim, the Employer shall be reimbursed.

- (b) For the purposes of this Article, Injury on Duty Leave is the amount that would be determined by the Worker's Compensation Commission in accordance with the Workers Compensation Act.
- (c) An employee, with the assistance of the Town Manager, who is injured on duty shall submit a written report, using the Worker's Compensation Commission's prescribed forms which shall be supplied by the Employer.
- (d) Upon receipt of Workers Commission benefits, an injured employee shall be placed on special leave without pay. Employees on such leave shall continue to accrue seniority unless they would have otherwise been laid off.
- (e) Special leave without pay shall cease when employees return to full time work with the clearance of a medical practitioner or a disability award is made.
- (f) An employee confirmed as being unable to perform the regular duties of his/her classification as a result of injury on duty will be employed in other work he/she can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. This Article does not reduce the employer's and Union's obligation to facilitate the return of the employee to his/her pre-injury position.

25:02

Safety

- (a) The Employer and the Union agree to co-operate in the establishment and operation of an Occupational Health and Safety Committee, as required by the Occupational Health and Safety Act.
- (b) All matters dealing with safety shall be discussed by the Occupational Health and Safety Committee.
- (c) Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.

ARTICLE 26 LABOUR MANAGEMENT COMMITTEE26:01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The number may be reduced by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Union representatives selected within two (2) weeks of the signing of the Collective Agreement. A Labour Management Committee shall be established consisting of 2 co-chairs (one from the Employer and one from the Union); the Employer's representative will convene and chair the initial meeting and, thereafter, each side shall alternate chairing and convening the meeting. A unionized clerical member will in conjunction with the Employer's representative provide notice of meetings, the schedules, forward a proposed agenda for input 7 days (calendar days) prior to the meeting and will be responsible for taking and distributing the minutes within 7 calendar days of completion of meeting unless mutually agreed between the parties.

26:02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) promoting safety and sanitary practices;
- (b) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (c) other problems and matters of mutual interest which affect the relationships which are not properly the subject matter of a grievance or negotiations.

26:03 Meetings of Committee

The Committee shall meet at least once each quarter at a mutually agreeable time and place. The quarterly meeting may be cancelled or rescheduled by mutual consent. Employees shall not suffer any loss of pay for time spent with this Committee.

26:04 Chairperson of the Meeting

The meetings of the committee shall be chaired alternately by the Employer's representative and the Union's representative respectfully with the other party acting as co-chair.

26:05 Minutes of Meeting

Minutes of each meeting which are satisfactory to the members of the Committee shall be signed by the Chairperson and Vice Chairperson as soon as possible after the meeting with copies being forwarded to the members, if requested.

26:06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 27 PERSONAL LOSS27:01 Eligibility

- (a) Subject to Clause 27:01(a) and Clause 27:01(b), where an employee, in the performance of his/her duty, suffers any personal loss and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for any loss suffered subject to a maximum of two hundred dollars and fifty dollars (\$250.00).
- (b) All incidents of loss suffered by an employee shall be reported in writing by the employee immediately to the Town Manager or his/her designated representative.
- (c) This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession during the normal performance of his/her duty.

ARTICLE 28 PROTECTIVE CLOTHING28:01 Eligibility and Clothing Provided

The Employer shall issue the following clothing, only on an as needed basis and no more than once per year, to all permanent employees who are required to work outside or who, because of the nature of their work, would require such clothing. Part-time or temporary employees will qualify

for protective and safety clothing issue only after being employed by the Employer for more than six (6) consecutive months. Nothing in this Article shall reduce or eliminate any requirement under the Occupational Safety Act or Regulations for the employer to provide safety equipment and clothing.

- (a) Hard hats
- (b) Protective glasses or goggles
- (c) Welding goggles and shield
- (d) Noxious fumes face masks
- (e) Hearing protectors
- (f) Safety aprons or coveralls for handling chlorine
- (g) Rubber gloves (Janitorial)
- (h) One (1) pair of safety mitts for Dog Catcher
- (i) Welding gloves
- (j) One safety vest
- (k) Disposable coveralls shall be issued for sewage cleaning

- * Employees who fail to wear Employer issued safety apparel may be subject to discipline. Effective April 1, 2012 full Municipal Service Personnel, including the position of Dog Catcher, shall receive a safety apparel allowance of four hundred and fifty dollars (\$450.00) annually and Seasonal Service Personnel, shall receive an allowance of three hundred dollars (\$300.00) annually. Administrative Personnel shall receive an annual allowance of one hundred and seventy-five dollars (\$175.00).

28:02

Administration

- (a) The style and quality of all safety clothing issued by the Employer shall be standard for all employees, as selected by the Labour Management Committee.
- (b) Items of safety clothing which do not meet the employee's sizing requirements shall be returned to the Employer for exchange if not worn. Soiled and/or damaged clothing requiring replacement shall be returned to the Employer before new clothing is issued.
- (c) Should there be a disagreement, the Labour Management Committee shall determine the need for safety clothing replacement.
- (d) Safety clothing must not be worn outside of work hours except while the employee is travelling to and from work.

- (e) All safety clothing shall remain the property of the Hopedale Inuit Community Government and must be worn by the employees in the performance of their duties during work hours.
- (f) Upon termination safety clothing issued to the employee in the last year shall be returned to the Employer on the last day of work.

ARTICLE 29 TRAVEL ON EMPLOYERS BUSINESS

29:01 Meal Rates

For each full day on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities shall be as follows:

- (a) Fifty-four dollars (\$54.00) per day:
 - Breakfast - Ten dollars (\$10.00)
 - Lunch - Eighteen dollars (\$18.00)
 - Dinner – Twenty-six dollars (\$26.00)
- (b) For travel on the Employer's business for less than one (1) day, the appropriate meal allowance shall apply.

29:02 Telephone Calls

An allowance of five (\$5.00) dollars per night shall be paid for personal long distance telephone calls for each night on travel status.

29:03 Considered to be at Work

An employee required to travel on the Employer's business shall be deemed to be working for the Employer to a maximum of eight (8) hours per day and will be paid at the appropriate rate. Employees who travel on Employer's business will be given adequate time to prepare for such travel.

29:04 Accommodations

- (a) Employees who choose to arrange private accommodations while on travel status shall receive an allowance of fifty (\$50.00) dollars per night.
- *(b) Travel advances shall be provided by H.I.C.G to cover the costs of accommodations and meals prior to travelling pending an advance

travel claim being filled out and submitted. Meal rates shall be paid daily, and no receipts are required.

29:05 Babysitters

An allowance of forty (\$40.00) dollars per day shall be paid to employees on travel status overnight provided the employee's spouse is unable to care for the children because of prior commitments acceptable to the Town Manager. Such allowances shall be paid directly to the babysitter provided a claim is submitted to the Town Manager.

29:06 Expense Claim Forms

The appropriate travel claim forms must be submitted to the Town Clerk within seven (7) days of return from travel status. The claim form shall include all appropriate receipts and any travel advance above that eligible to be claimed shall be reimbursed to the Town. If eligible claims exceed any advances provided then the employee shall be compensated accordingly.

ARTICLE 30 EMPLOYEE BENEFITS

30:01 Northern Allowance

- (a) (i) Subject to Clause 30:01(c) Northern Allowance will be paid, during each pay period, to each employee accumulating at the following rates, as per Schedule "A":

Single	\$3,638 per year
Dependent	\$7,169 per year

Above provision as reflected per Northern allowance guidelines set provincially and will increase as per any new provincial change that may come into effect.

- (ii) For the purpose of Clause 30:01(a)(i), a dependent is defined as the employee's spouse who is legally married or who has been co-habiting in a recognized common-law relationship for at least one (1) year, including spouses of the same or opposite gender. For the purpose of this Article, where employees have dependents, other than a spouse, one dependent shall be considered equivalent to a spouse.

- (b) (i) Effective April 1, 2018, employees shall each receive a travel allowance of one thousand and fifty-four (\$1,054) per year to be paid during the first pay period of the new fiscal year (April 1st) for all employees, as per Schedule "A". Employees who work less than a full year shall be pro-rated for the actual time worked and will be paid at the end of their employment period or the last pay period in March, whichever occurs first.

Above provision as reflected per Northern allowance guidelines set provincially and will increase as per any new provincial change that may come into effect.

- (ii) A travel allowance of eight hundred and six seven dollars (\$806) per year, shall be provided for each dependent (spouse and children under 18 years of age and up to 24 years of age if attending school or post-secondary on a full time basis), as per Schedule "A".
- (c) If two (2) employees of the Town are married to each other, each will receive the single rate.

30:02

Severance Pay

- (a) An employee who has five (5) or more years of continuous service in the employ of the Hopedale Inuit Community Government is entitled to be paid on termination, severance pay at the rate of one (1) weeks' pay for each year of service to a maximum of twenty (20) weeks.
- (b) For the purpose of this Article, periods of authorized leave shall be regarded as continuous service when determining the total amount of service of an employee.

30:03

Health and Insurance

The current Group Life Insurance Plan, shared on a 50/50 basis, shall remain in effect for the life of this Agreement.

Employer agrees to inquire and confirm whether a medical/dental plan would be feasible on a 50/50 basis and report back to the union for further discussion.

30:04 Pension Plan

The current voluntary RRSP Group Plan, with employees contributing four percent (4%) of wages and matched by the Employer, shall remain in effect for the life of this Agreement.

ARTICLE 31 JOB CLASSIFICATION

31:01 Job Classification

- (a) Any job classifications which may be established during the life of this Agreement and not negotiated on during the period of negotiations of this Agreement shall be subject to negotiations between the Employer and the Union during the term of this Agreement. If the parties hereto fail to reach agreement during such negotiations, the matter may be submitted by either party for a decision to an Arbitrator under the grievance/arbitration process.
- (b) The employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions.

ARTICLE 32 STRIKES AND LOCKOUTS

32:01 The Union agrees that during the life of this Agreement, there shall be no strikes. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 33 AMENDMENT BY MUTUAL CONSENT

33:01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

ARTICLE 34 SALARIES

34:01 * Subject to the notes contained in Schedule A effective:

April 1 st , 2021	\$0.48 per hour
April 1 st , 2022	\$0.40 per hour
April 1 st , 2023	\$0.40 per hour
April 1 st , 2024,	\$0.40 per hour

Increases shall be applied to all classifications identified in the appendix/schedule.

ARTICLE 35 DURATION

35:01 * Agreement in Force

This agreement shall be in effect from April 1st, 2021 until March 31st, 2025, or until a new collective agreement is signed by the parties, whichever is later.

35:02 Notice to Negotiate

Either party may give notice to terminate or amend the Agreement not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days prior to the date of expiration.

35:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within thirty (30) calendar days following receipt of notice under Clause 37:02, 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this day of _____ 2022.

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

Witness

SIGNED ON BEHALF OF THE HOPEDALE INUIT COMMUNITY GOVERNMENT:

Witness

SCHEDULE "A"

MUNICIPAL SERVICES PERSONNEL					
Works Supervisor					
	<u>April 1, 2020</u>	<u>April 1, 2021</u>	<u>April 1, 2022</u>	<u>April 1, 2023</u>	<u>April 1, 2024</u>
<u>Step 1</u>	\$25.25	\$25.73	\$26.13	\$26.53	\$26.93
<u>Step 2</u>	\$26.75	\$27.23	\$27.63	\$28.03	\$28.43
<u>Step 3</u>	\$28.54	\$29.02	\$29.42	\$29.82	\$30.22
Seasonal HEO/General Maintenance Worker					
<u>Step 1</u>	\$17.75	\$18.23	\$18.63	\$19.03	\$19.43
<u>Step 2</u>	\$18.75	\$19.23	\$19.63	\$20.03	\$20.43
<u>Step 3</u>	\$23.46	\$23.94	\$24.34	\$24.74	\$25.14
Water and Sewer/General Maintenance Worker					
<u>Step 1</u>	\$17.75	\$18.23	\$18.63	\$19.03	\$19.43
<u>Step 2</u>	\$18.75	\$19.23	\$19.63	\$20.03	\$20.43
<u>Step 3</u>	\$23.46	\$23.94	\$24.34	\$24.74	\$25.14
Fire Chief					
<u>Step 1</u>	\$17.75	\$18.23	\$18.63	\$19.03	\$19.43
<u>Step 2</u>	\$18.75	\$19.23	\$19.63	\$20.03	\$20.43
<u>Step 3</u>	\$23.46	\$23.94	\$24.34	\$24.74	\$25.14
Water and Sewer Supervisor					
<u>Step 1</u>	\$23.25	\$23.73	\$24.13	\$24.53	\$24.93
<u>Step 2</u>	\$24.75	\$25.23	\$25.63	\$26.03	\$26.43
<u>Step 3</u>	\$26.54	\$27.02	\$27.42	\$27.82	\$28.22
Recreation Director					
<u>Step 1</u>	\$16.24	\$16.72	\$17.12	\$17.52	\$17.92
<u>Step 2</u>	\$17.75	\$18.23	\$18.63	\$19.03	\$19.43
<u>Step 3</u>	\$20.31	\$20.79	21.19	\$21.59	\$21.99

MUNICIPAL SERVICES PERSONNEL (cont.)					
<u>Assistant Recreation Director</u>					
	<u>April 1, 2020</u>	<u>April 1, 2021</u>	<u>April 1, 2022</u>	<u>April 1, 2023</u>	<u>April 1, 2024</u>
Step 1	\$15.75	\$16.73	\$17.13	\$17.53	\$17.93
Step 2	\$17.25	\$17.73	\$18.13	\$18.53	\$18.93
Step 3	\$19.81	\$20.29	\$20.69	\$21.09	\$21.49
<u>Dog Catcher</u>					
Step 1	\$15.50	\$15.98	\$16.38	\$16.78	\$17.18
Step 2	\$16.25	\$16.73	\$17.13	\$17.53	\$17.93
Step 3	\$18.73	\$19.21	\$19.61	\$20.01	\$20.41
<u>Janitor</u>					
Step 1	\$15.50	\$15.98	\$16.38	\$16.78	\$17.18
Step 2	\$16.25	\$16.73	\$17.13	\$17.53	\$17.93
Step 3	\$18.73	\$19.21	\$19.61	\$20.01	\$20.41

<u>ADMINISTRATIVE PERSONNEL</u>					
<u>Town Clerk</u>					
	<u>April 1, 2020</u>	<u>April 1, 2021</u>	<u>April 1, 2022</u>	<u>April 1, 2023</u>	<u>April 1, 2024</u>
Step 1	\$20.73	\$21.21	\$21.61	\$22.01	\$22.41
Step 2	\$22.75	\$23.23	\$23.63	\$24.03	\$24.43
Step 3	\$26.54	\$27.02	\$27.42	\$27.82	\$28.22
<u>Secretary</u>					
Step 1	\$15.50	\$15.98	\$16.38	\$16.78	\$17.18
Step 2	\$16.25	\$16.73	\$17.13	\$17.53	\$17.93
Step 3	\$18.73	\$19.21	\$19.61	\$20.01	\$20.41
<u>Office Assistant</u>					
	\$20.83	\$21.31	\$21.71	\$22.11	\$22.51

<u>ADMINISTRATIVE PERSONNEL (cont.)</u>					
<u>Radio Announcer</u>					
Step 1	\$15.50	\$15.98	\$16.38	\$16.78	\$17.18
Step 2	\$16.25	\$16.73	\$17.13	\$17.53	\$17.93
Step 3	\$18.73	\$19.21	\$19.61	\$20.01	\$20.41
<u>Community Development Officer</u>					
	\$20.98	\$21.46	\$21.86	\$22.26	\$22.46

NORTHERN ALLOWANCE - MUNICIPAL PERSONNEL
(40 hours per week - 2080 hours per year)

<u>Effective:</u>	<u>Single</u>	<u>Dependent</u>
April 1, 2018	\$ 1.71 per hour \$3,558.00 per year	\$ 3.40 per hour \$7,089.00 per year

NORTHERN ALLOWANCE - ADMINISTRATIVE PERSONNEL
(35 hours per week - 1820 hours per year)

<u>Effective:</u>	<u>Single</u>	<u>Dependent</u>
April 1, 2018	\$ 1.95 per hour \$3,558.00 per year	\$ 3.89 per hour \$7,089.00 per year

TRAVEL ALLOWANCE

<u>Effective:</u>	<u>Employee</u>	<u>Dependent</u>
April 1, 2018	\$1,015.00 per year	\$ 806.00 per year

- Note 1) Effective November 28, 2006, upon completion of six months employment, employees shall advance from Step 1 to Step 2 and from Step 2 to Step 3 upon completion of a further six months of employment. Time worked prior to November 28, 2006 shall be counted for the purpose of Step Progression.
- 2) Employees currently receiving Northern Allowance shall continue to receive the full allowance, as per Schedule "A", bi-weekly and the applicable Travel Allowance, regardless of hours of work.
 - 3) Employees hired after April 1, 2003 who work less than full time hours shall receive Northern Allowance pro-rated.
 - 4) Northern Allowance is in addition to the hourly rates as stated above but is not applicable to any overtime hours.

MEMORANDUM OF UNDERSTANDING

PILOT PROJECT

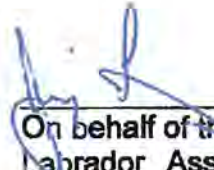
The parties agree to a six (6) week pilot project where the employer will schedule one employee in Water and Sewer Maintenance to work a day shift Saturday and Sunday at regular rates. Such employee will be given alternate days off. Standby and callback will remain in effect for other weekend hours for emergency situations. Three (3) employees will rotate this shift arrangement requiring them to work one (1) weekend in a three (3) for a maximum of two (2) weekends each.

The employer will communicate with staff and the union to coordinate a start and finish date to be agreed to in advance of commencement.

Both parties agree that this pilot project will not continue beyond the six (6) week pilot project.



On behalf of the Hopedale Inuit
Community Government



On behalf of the Newfoundland and
Labrador Association of Public and
Private Employees

Sept. 16 , 2022

Date

MEMORANDUM OF UNDERSTANDING

PANDEMIC/HEALTH EMERGENCY ILLNESS

During a pandemic or public health emergency, employees who are asymptomatic but recommended or directed to self-isolate or quarantine will be placed on special leave with pay for all missed work hours to a maximum of 40 hours. Permanent part time employees will be paid for all scheduled shifts to a maximum of 40 hours.

If employees are not exhibiting symptoms and can work from home, the Employer may require employees to do so during the period of self-isolation. Otherwise, employees will remain on special leave with pay.

Should the individual exhibit acute illness or symptoms relating to the pandemic or health emergency, special leave with pay will revert to sick leave, annual leave, or time off in lieu where sick leave has been exhausted.

Employees will not be required to provide medical documentation for one period of seven (7 days).

The Employer may require an employee to provide medical clearance before returning to work following their absence due to acute illness.

Temporary call-in employees who are not prescheduled, will be permitted to take special leave with pay if there is a requirement to self-isolate, based on shifts they would have received in normal circumstances (compared to next junior Temporary Call-In). If an acute illness is confirmed, employees may access sick leave, annual leave or time owed, as per their collective agreement.



On behalf of the Hopedale Inuit
Community Government



On behalf of the Newfoundland and
Labrador Association of Public and
Private Employees

Sept.16, 2022

Date

MEMORANDUM OF UNDERSTANDING

FAMILY VIOLENCE LEAVE

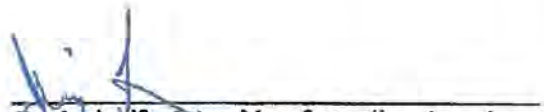
The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. The Employer agrees that no adverse action will be taken against an employee if their performance at work suffers as a result of experiencing domestic violence. The employer will do whatever it can to assist an employee experiencing domestic violence and will grant any annual leave, sick leave or special paid leave/time owing to address attendance matters.

The Employer will approve any reasonable request from an employee to adapt working conditions while they are experiencing domestic violence.

All personal information concerning domestic violence will be kept confidential in line with relevant Legislation. No information will be kept on an employee's personnel file without their express written permission.



On behalf of the Hopedale Inuit
Community Government



On behalf of the Newfoundland and
Labrador Association of Public and
Private Employees

Sept. 16, 2022

Date

LETTER OF UNDERSTANDING

The parties agree that this Collective Agreement will remain in force during the transition to the Canada Labour Code and thereafter. Any terms of this Agreement which would be in violation of the Canada Labour Code shall be considered to be amended upon completion of the transition. Both parties agree to cooperate to insure a smooth transition process.



On behalf of the Hopedale Inuit
Community Government



On behalf of the Newfoundland and
Labrador Association of Public and
Private Employees

Sept 16, 2022

Date

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 01st
day of September 2022.

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

Bernard Bantour

Witness

[Signature]

[Signature]

SIGNED ON BEHALF OF THE HOPEDALE INUIT COMMUNITY GOVERNMENT:

[Signature] AngajukKâk

Witness

[Signature]