



COLLECTIVE AGREEMENT

Between

RIGOLET INUIT COMMUNITY GOVERNMENT

And

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

August 1, 2021 to July 31, 2024

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THIS AGREEMENT made this 22 day of November, Anno Domini, Two Thousand and Twenty-Two;

BETWEEN:

Rigolet 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 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees 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.
- 1.02 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 MANAGEMENT RIGHTS

- 2.01 The Union recognizes and agrees that all the rights, powers and authority both to operate and manage the Rigolet Inuit Community Government under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

Should a question arise as to the exercise of management's rights in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedures.

ARTICLE 3 DEFINITIONS

- 3.01 For the purpose of these conditions:
- (a) "Association" and/or "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
 - (b) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 4.
 - (c) **"Casual Employee" means an employee who is employed to work on a day-to-day basis as required.**
 - (d) "Classification" means the identification of a position by reference to a class title and pay range number.
 - (e) "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.
- (f) "Day" means a working day unless otherwise stipulated in this Agreement.
- (g) "Demotion" means an action, other than reclassification, resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification carrying a lower pay range number.
- (h) "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.
- (i) "Employer" means the Rigolet Inuit Community Government.
- (j) "Holiday" means the twenty-four (24) hour period commencing at 12:01 am. of a calendar day designated as a holiday in this Agreement.
- (k) "Layoff" means the termination of employment of an employee because of lack of work or because of the abolition of a **position** but retains all rights in accordance with Article 15.
- (l) "Leave of absence" means absence from duty **that has been authorized** by the Employer.
- (m) "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.
- (n) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (o) "Overtime" means work performed by an employee in excess of **their normal** scheduled work day or work week.
- (p) "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.
- (q) "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.

- (r) "Probationary employee" means a person who is employed on a full time basis but who has worked less than the prescribed probationary period.
- (s) "Probationary period" means a period of **four (4) months or four hundred, fifty six hours (456) hours whichever comes first.**
- (t) "Promotion" means an action, other than reclassification, resulting from the correction of a classification error which causes the movement of an employee from his/her existing classification to a classification giving a higher pay range number.
- (u) "Reclassification" means any change in the current classification of an existing position.
- (v) "Schedule" means in writing and posted in an accessible place to all employees.
- (w) "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.
- (x) "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.
- (y) "Standby" means any period of time during which an employee is required to be available for recall to work.
- (z) "Temporary assignment" means the assignment of the most senior employee, who is qualified for the position, to a higher paid classification contained within the bargaining unit and outside **their** regular classification on an interim basis and where there are no employees eligible for recall as follows:
 - (i) during the absence of a regular employee for any reason
 - (a) where a position becomes vacant or a new position is created before a regular employee has been named;
 - (b) for the purpose of performing short term work of another classification, of the type not covered by (i) or (ii) above.

- (aa) "Termination" means the final severance of employment of an employee because the employee:
 - (i) resigns in writing, in accordance with Article 25:03 and does not withdraw the resignation within five (5) calendar days;
 - (ii) retires;
 - (iii) is dismissed for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
 - (iv) is laid off for a period longer than twenty-four (24) consecutive months.
- (bb) **"Work Day" means any day on which an Employee is normally expected to be at the Employee's place of work.**
- (cc) "Week" means a period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (dd) "Year" means the period extending from the first day of January in one year to the thirty-first day of December in the same year.
- (ee) "Vacancy" means an opening in a permanent, part-time, seasonal or temporary position which is in excess of four (4) weeks' duration, and in respect of which there is no employee eligible for recall.

ARTICLE 4 RECOGNITION

4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees as listed in the Certification Order issued by the Canada Industrial Relations Board **on December 5, 2018** and any class or position as mutually agreed between the parties since the above noted Order was issued.

4.02 Any unresolved- dispute on future inclusions or exclusions in the bargaining unit may be referred by either party to the **Canada Industrial Relations Board** for adjudication.

4.03 Work of the Bargaining Unit

Persons who are not within the bargaining unit shall not work on any duties which are included in the bargaining unit except with respect to provincial and federal temporary job creation programs. The Union agrees to allow

such programs to be excluded from the bargaining unit and that persons working on such programs will continue to do the same jobs as in the past. It is further agreed that this arrangement will in no way reduce the hours of work or benefits of regular employees.

4.04 No Other Agreements

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

4.05 Discrimination, Harassment and Violence in the Workplace

- (a) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, ethnic or national origin, political or religious affiliation or belief, sex, sexual orientation, marital status, family status, place of residence, mental or physical disability, nor by reason of the Employee's membership or activity in the Union, or any other prohibited ground under the Canada Human Rights Act.
- (b) Any term contained in Article 4.05 (a) which is also contained in the Canada Human Rights Act shall be interpreted and applied in a manner consistent with interpretations under that Act.
- (c) The Employer and Union recognize the right of Employees to work in an environment free of workplace discrimination, harassment and violence. The Employer is committed to providing a workplace in which all persons can expect to be treated with dignity and respect. The Employer shall develop and maintain policies in support of these principles. The Employer undertakes to investigate all reported allegations of workplace discrimination, harassment or violence in a timely manner. If workplace violence or harassment has occurred, the Employer shall take appropriate action to ensure it ceases. The Union shall provide full support to these initiatives of zero tolerance.
- (d) Any Employee who makes a bona fide complaint concerning workplace discrimination, personal or sexual harassment, or violence, will not be adversely affected in the workplace or have their employment jeopardized.

- (e) **As outlined in Article 10, both the Employer and the Union declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and its regulations. In addition, safe practices may be developed and issued by the Employer.**
- (f) **Grievances filed under this Article will be received at the grievance step immediately prior to the arbitration step.**

4.06 Shop Steward

In the interest of maintaining a harmonious relationship between the Rigolet Inuit Community Government, its employees and the Union, both parties to this Agreement recognize the value and rights of the Shop Steward and Local President. By investigating complaints of an urgent nature, investigation, preparing and presenting grievances on behalf of employees, carrying out assigned safety committee responsibilities, and attending management meetings when requested, it is hoped that the Shop Steward will encourage and protect a proper Employer/employee relationship in the workplace.

4.07 Bulletin Boards

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

4.08 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.

4.09 Conduct Unbecoming

Employees and Management are to conduct themselves with respect and professionalism at all times in their dealings and interactions with one another. Any form of abuse (verbal or otherwise) will not be tolerated in the workplace and this includes:

- (a) use of inappropriate language in the workplace, among staff or with the general public;
- (b) discrediting or demeaning an employee/employer (or others) in the workplace;
- (c) implied or real threat of retribution, job action or personal threat;
- (d) other threats or actions which might be deemed unbecoming for the workplace.

ARTICLE 5 UNION SECURITY

5.01 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.

5.02 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.

5.03 Where the Shop Steward is available, the employee will be introduced to **them** as soon as possible.

5.04 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that an Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

5.05 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership.

ARTICLE 6 CHECKOFF

6.01 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, layoff, resigned, promoted outside the bargaining unit, etc.

6.02 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.

6.03 The Union shall give notice to the Employer of the authorized deductions to be made.

ARTICLE 7 CORRESPONDENCE

7.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer (CAO) or his / her designate, or in the event there is no CAO or designate, shall pass to and from the AnjagukKak and the President of the Union and a copy to the Local President.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 Definition of Grievance

A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.

8.02 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 Union Steward to assist any employee in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

8.03 Shop Steward

The Employer acknowledges the right of the Union to appoint or elect one (1) Shop Steward.

8.04 Name of Steward

The Union shall notify the Employer in writing of the name of the Steward before the Employer shall be required to recognize **them**.

8.05 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.

8.06 Permission to Leave Work

The Union acknowledges that the Shop Steward is an employee of the Town and **they** will not leave work during normal working hours to assist with a grievance without first notifying the **CAO or a designate**. Permission will not be unreasonably requested or withheld.

8.07 Settling of Grievances

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

Step 1:

The aggrieved employee shall, within four (4) working days after becoming aware of the occurrence of the grievance, submit his/her grievance to the Shop Steward.

Step 2:

If the Steward considers the grievance to be justified, the employee concerned, together with his/her Shop Steward, may, within five (5) working days following receipt of the grievance, submit his/her grievance in writing to the **CAO or designate** and an earnest effort shall be made by all parties to settle the grievance at Step 2. The **CAO or designate** shall give his/her decision in writing to the grievor and Shop Steward within ten (10) days of the receipt of the grievance.

Step 3:

Failing settlement being reached in Step 2, either party may refer the dispute to arbitration within fifteen (15) calendar days of the **CAO's or designates'** decision in Step 2.

8.08 Time Limits

Subject to Article 9:07 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.

8.09 Policy Grievance

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

8.10 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.

8.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all Steps, except Step 1.

8.12 Facilities for Grievance Meetings

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

8.13 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 31:01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

8.14 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.

ARTICLE 9 ARBITRATION

9.01 Notification of Arbitration

- (a) 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 suggested name to act as sole Arbitrator in the dispute.
- (b) The party to whom notice is given under Clause 9:01 (a) shall, within fourteen (14) days after receipt of such notice, appoint an Arbitrator 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 Minister of Employment and Labour Relations shall appoint an Arbitrator upon the request of either party.

9.03 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 ten (10) days from the time of appointment.

9.04 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provision. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which he/she deems just and equitable, including the power to set aside a decision of the Employer and to modify a disciplinary measure imposed by the Employer.

9.05 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 ten (10) days.

9.06 Expenses of the Arbitrator

Each party shall pay one-half (%) of the fees and expenses of the Arbitrator.

9.07 Amending of Time Limits

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

9.08 Witnesses and Grievors

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 a witness or employees who are themselves grievors and who are attending the grievance and/or arbitration procedures shall be considered on paid leave with no loss of wages or benefits. This Article shall not apply to employees who are on unpaid leave or suspension.

9.09 Conflict of Interest

No person:

- (a) who has any pecuniary interest in the matters referred to the Arbitration Board; or
- (b) who is acting or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties;

shall be appointed to act as Arbitrator.

ARTICLE 10 HEALTH AND SAFETY/ LABOUR MANAGEMENT COMMITTEE

10.01 Both the Employer and the Union declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and its regulations. In addition, safe practice regulations may be developed and issued by the Employer, The Union may also make recommendations to the Employer on safe practice regulations other than those in the Canada Labour Code provisions.

10.02 The Employer and the Union recognize the need for constructive and meaningful consultations on labour relations and health and safety matters. The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees. Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being.

10.03 A **Health and Safety/Labour Management** Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. **The work of this Committee shall be divided equally between labour issues and issues related to Health and Safety.** 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.

10.04 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) promoting safety and sanitary practices;
- (b) **take steps to prevent accidents, occurrences of harassment and violence and physical or psychological injuries and illnesses arising out of, linked with or occurring in the course of employment;**
- (c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

10.05 Meetings of Committee

The Committee shall meet quarterly (or as requested by either side) at a mutually agreeable time and place. Employees shall not suffer any loss of pay for time spent with this Committee. Items for discussion are to be

forwarded to the **Health and Safety/Labour Management Chair** twenty-four (24) hours prior to a scheduled meeting. Other items may be added to the agenda before final adoption of the meeting agenda.

10.06 Chairperson of the Meeting

The meetings of the Committee shall be chaired by the Employer's representative and the Vice Chairperson will be selected by the Union.

10.07 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.

10.08 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 11 ABSENCE FROM WORK DUE TO WEATHER CONDITIONS

11.01 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 11:01 (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 the terms of Clause 11:01 (b) above. The Employer shall close down, in accordance with this

Article, when Nunatsiavut Government Offices are closed because of adverse weather.

- (d) An employee who is required to work during adverse weather or a declared state of emergency shall be paid at the rate of time and one-half (1 %) for all hours worked, subject to the conditions of Clause 11:01 C above.
- (e) For the purpose of this Article, the Employer is defined as the CAO or his/her designated representative.
- (f) An employee who has left the community and cannot return because of adverse weather conditions shall be allowed one (1) day with pay per year with no carry forward.

ARTICLE 12 PROBATION. DISCHARGE. SUSPENSION AND DISCIPLINE

12.01 (a) Probationary Period

The probationary period shall be four hundred, fifty six hours (456) for all employees. It is agreed that the probationary period for part-time employees shall be equal in working hours to that of a full-time employees. **It is recognized that the Probationary Period may be extended if the Employer deems the employee's service unsatisfactory.**

(b) Discharge Procedure

The Employer has and has had the right to discipline and discharge employees for just cause. However, any employee who is past the probationary period and claims to have been unjustly disciplined, discharged or suspended shall have the right to **file a grievance** in accordance with the Grievance Procedure under this Agreement. Any employee who is disciplined, discharged or suspended shall be provided with written notification within five (5) days. Such written notification shall state the reason for discipline, discharge or suspension.

- (c) 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.

12.02 Unjust Suspension or Discharge

- (a) Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately re-instated in **their** former position without loss of seniority and shall be compensated for all time lost in an amount equal to **their** normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.
- (b) The Employer shall advise employees, who may be subject to discipline, of the purpose of any meeting and of their right to have a Shop Steward or Union representative attend.

12.03 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction, if such employee fails to bring **their** work up to a required standard by a given date, the Employer shall, within five (5) days of the incident give written particulars of such censure to the employee involved.

12.04 Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning **their** work within five (5) working days of the Employer 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 **their** record for use against **them** at any time. The employee's written reply to such notification of dissatisfaction shall become part of his/her record.

Any reprimand or warning given in writing and becoming part of an employee's personal file shall be removed and destroyed after eighteen (18) months have elapsed. (It is not the intention of this section to require an immediate check of each employee's file and the removal of such correspondence, but as files are checked for various reasons, any such reprimand, warnings, etc., will be removed as agreed to under this Article.

An employee who has been granted access to his file and comes upon such a document has the right to require the Employer to have it removed.

This article does not apply to day-to-day discussions between the Employer that are not related to discipline.

The Employer acknowledges Employees have a right to a union representative to be present at conversations with the Employer.

12.05 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 Rigolet Inuit Community Government Office. An employee shall, at any reasonable time be allowed to inspect his/her personal file and shall be accompanied by a representative of the Employer and may 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 document by signing the file copy.

12.06 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 meeting and file a grievance** under Article 8, Grievance Procedure.

ARTICLE 13 SENIORITY

- 13.01
- (a) Subject to Articles 13:01 (b) and 13:04, seniority is defined as the original date of hire with the Employer in a position or positions included in the bargaining unit. 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 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 Article 3:01 (x), temporary assignments outside of the bargaining unit may occur without regard to seniority.

13.02 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 posted in the Town Hall and the Depot in January of each calendar year, and active employees who are not working in January will be mailed a copy of the seniority list.

13.03 Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary basis in accordance with Clause 12:01 of this Agreement. During their probationary period, such employees shall be entitled to all benefits and rights of this Agreement.

Employees who remain in the employ of the Employer for their complete period of probation shall have seniority effective from their most recent date of hire by the Employer.

13.04 Loss of Seniority

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

- (a) **they are** discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (b) **they** resign in writing, in accordance with Article 25:03 and do not withdraw the resignation within five (5) calendar days;
- (c) **they are** absent from work in excess of seven (7) working days without the approval of the CAO **or designate** 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 CAO **or designate** 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 two (2) working days, notify the CAO **or designate** whether or not he/she will return to work;

- (e) **they are** laid off or on leave without pay for a period longer than twenty-four (24) consecutive months.

13.05 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 14 PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

- (a) 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 Shop Steward.
- (b) **Postings can be advertised in accordance with 14.01 (a) and to the public simultaneously understanding that internal applicants will have preference prior to any external applicants.**

14.02 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."

14.03 Procedure for Filling Vacancies

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

14.04 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 or promotion or transfer shall be given preference on a seniority basis for filling such vacancy provided that the applicant's qualifications meet the required standards for the new position as advertised in the job posting.

14.05 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.

14.06 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.

14.07 Handicapped 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. Such an employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to bump a less senior employee.

14.08 Disabled Employee's Preference

An employee who has been incapacitated by his/her work by injury or compensable occupation disablement and is unable to perform his/her regular duties 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. Such employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to bump a less senior employee.

14.09 Older Worker Provision

An employee who, through advancing years or temporary disablement, is unable to perform his/her regular duties will be employed in some work which he/she can do providing a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to displace a less senior employee.

14.10 Temporary Assignment

An employee may be temporarily assigned outside the bargaining unit, with his/her consent, to fulfill the roles and responsibilities of the CAO **or designate**. The employee would still retain membership, rights, and privileges afforded under the collective agreement. The rate of pay will yield an increase of not less than five percent (5%) provided that the rate does not exceed the maximum of the salary scale of the CAO **or designate**.

ARTICLE 15 LAYOFF AND RECALL

15.01 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 to perform the work required.

15.02 Recall Procedure

Employees shall be recalled in order of seniority provided that those employees being recalled are qualified to perform the work required.

15.03 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, provided that those recalled are qualified to perform the work required.

15.04 Advance Notice of Layoff

Except where legislation is more favorable to an employee, the Employer shall notify employees who are to be laid off no less than twenty (20) working days prior to effective date of layoff. If, through no fault of his/her own, the employee has not had an opportunity to work the days of notice as provided in the Clause, he/she shall be paid wages or salary exclusive of overtime that he/she would have earned during the notice period.

ARTICLE 16 HOURS OF WORK AND WORK SCHEDULE

16.01 (a) The normal hours of work for the Administration and Recreation Department Staff shall be thirty-five (35) hours per week, or seven (7) hours per day (8:30 a.m. - 4:30 p.m.). Employees of the Recreation Department may work a flexible schedule from Monday to Friday, subject to the approval of the **CAO or designate**.

(b) The normal hours of work for the Municipal Services Department Staff shall be eight (8) hours per day or forty (40) hours per week (8:00a.m. - 5:00p.m.) from Monday to Friday.

(c) All of the hours of work as stated above will be exclusive of meal breaks.

Summer Hours

(d) The normal hours of work for all employees shall be reduced by one-half (1/2) hour per day without loss of pay or benefits from the first Monday in June to the second Friday in September.

16.02 Rest Periods

(a) All employees shall be entitled to a fifteen (15) minute rest period in the first half and the last half of their shift. Employees will need to adhere to the break time period and may leave the site with permission of the **CAO or designate**.

(b) An employee who works at least seven (7) hours per shift shall be entitled to a rest period of fifteen (15) consecutive minutes in the first

half and fifteen (15) consecutive minutes in the second half of the shift.

- (c) An employee who works at least four (4) hours per shift shall be entitled to one (1) rest period of fifteen (15) consecutive minutes during that shift.

16.03 Days Off

Days off shall be allocated at the rate of two (2) consecutive days off.

ARTICLE 17 OVERTIME

17.01 Definition of Overtime

(a) Full Time Employees

All time worked by a full time employee before or after his/her regularly scheduled daily or weekly hours shall be considered overtime.

(b) Part-Time Employee

All time worked by a part-time employee in excess of his/her regularly scheduled hours on a daily or weekly basis shall be considered overtime.

(c) Approval of Overtime

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

17.02 Normal Overtime Rate

- (a) The normal overtime rate shall be either pay or time off at the rate of time and one-half (1 1/2).

- (b) 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 CAO **or designate** representative. The employee's decision to receive time off **must** be conveyed to the CAO or his/her designated representative within seventy-two (72) hours of the conclusion of the overtime.

- (c) Time off in lieu of overtime may be accumulated to a maximum of ten (10) working days.

17.03 **Overtime Pay Out**

Employees, on request, are entitled to maintain five (5) days in their overtime bank on the first pay in December. Otherwise, overtime banks will be paid out in full on the first pay in December.

17.04 **Meal Period**

An employee recalled to work during his/her meal period shall be paid time and one-half (1 1/2) for all time worked during the meal period.

17.05 **Sharing of Overtime**

Opportunities for overtime and callback shall be shared equally among employees qualified to perform the available work.

17.06 **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.

17.07 **Compensation for Work on Paid Holidays**

If an employee is required to work on a paid holiday as listed in Clause 18:01, he/she shall be paid, in addition to his/her regular pay, time and one-half (1/2) for each hour worked and double (2) time on Christmas Day and Good Friday.

17.08 **No Layoff to Compensate for Overtime**

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

17.09 **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 of absence shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his/her regular hours during such absence.

17.10 Overtime on an Employee's Day Off

An employee who works on his/her day off shall be paid time and one-half (1/2) the normal rate of pay for the regularly daily hours and two (2) times the normal rate of pay for all time worked beyond the normal daily hours.

17.11 Standby

- (a) An employee required to perform standby duty shall be paid **seventy-five** dollars (**\$75.00**) for each eight (8) hour shift of standby.
- (b) When standby is required on a statutory holiday, the rate of compensation shall be **seventy-five** dollars (**\$75.00**) for each eight (8) 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 equally divided among the qualified employees.

ARTICLE 18 HOLIDAYS

18.01 Paid Holidays

Employees shall receive one (1) day of paid leave for each of the statutory holidays as follows:

- (a) New Year's Day
- (b) Old Christmas Day (Jan. 6)
- (c) LIA Day
- (d) Good Friday
- (e) Levi Pottle Day
- (f) Commonwealth Day (Colonial Day)
- (g) Indigenous Peoples Day**
- (h) Memorial Day (Canada Day)
- (i) Labour Day
- (j) Thanksgiving Day
- (k) Remembrance Day
- (l) Nunatsiavut Day
- (m) Christmas Day
- (n) Boxing Day
- (o) Truth and Reconciliation Day**

18.02 Compensation for Holidays Falling on Scheduled Days Off

When any of the aforementioned paid holidays fall on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within sixty (60) days and on a mutually agreed date. If such time off cannot be taken within sixty (60) days, the employee will be paid one (1) day's

18.03 Paid Holiday During Leave

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

18.04 Statutory Holidays Observation

All statutory provincial holidays will be held on the days assigned by the **federal** government in any calendar year. Local holidays (such as LIA Day or Levi Pottle Day) will be held on a date assigned by the Employer and the specific date will be communicated to employees by January 31 of each calendar year.

ARTICLE 19 ANNUAL LEAVE

19.01 Length of Vacation

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

<u>Years of Service</u>	<u>Days Annual Leave per Year</u>
Up to 5 years	20 days
From 5 to 10 years	25 days
In excess of 10 year	30 days

The following provisions respecting annual leave shall apply:

- (a) An employee may be permitted to avail of any annual leave earned within his/her probationary period on a pro-rata basis.
- (b) 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.

- (c) When an employee becomes eligible for a greater amount of annual leave he/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days.

19.02 For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than one-half (50%) 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.

19.03 (a) Annual leave shall not be taken except with the prior approval of the CAO or designate. However, subject to the operational requirements of the Rigolet Inuit Community Government, the CAO or designate shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the employee.

- (b) Employees shall be permitted to take annual leave when they are travelling outside of Rigolet and are unable to return to work due to break down; late arrival of their means of transportation or due to adverse weather conditions.

19.04 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 double time (2x) in addition to his/her regular rate of pay.

19.05 An employee may carry forward to another year annual leave not taken by him/her in previous years up to a maximum of ten (10) days.

An employee may carry forward annual leave to another year not taken in previous year up to a maximum of ten (10) days, unless there are examples where the individual employee requested annual leave and was denied by the Employer. Those employees who could not take their annual leave due to annual leave denial by the Employer shall be able to carry forward the amount they were denied during the previous calendar year up to five (5) additional days. The Employee shall provide the denied leave request to be eligible for such carry over.

19.06 (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 and the employee shall provide a medical certificate.

- (b) In the case of an employee who is admitted to 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 hospital and the employee shall provide a medical certificate.

- 19.07 For the purpose of this Article, employees who are re-employed by the Employer after layoff or termination may have service prior to layoff or termination credited to them for annual leave purposes.
- 19.08 When an employee resigns or retires, he/she will only receive annual leave entitlement for the portion of the year worked.

ARTICLE 20 SICK LEAVE

- 20.01 Fifteen (15) days' sick leave per year shall be earned by an employee at the rate of one and one-quarter (1 1/4) day for every month an employee is employed if he/she has received at least ten (10) days' pay for that month.
- 20.02 The unused portion of an employee's sick leave shall accrue for his/her future benefits to a maximum of ninety (90) days.
- 20.03 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave based on actual time used.
- 20.04 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.
- 20.05 (a) The employee shall be responsible for advising the CAO or **designate** as soon as possible if absent due to illness, but not later than the normal reporting time for work.
- (b) If an employee is absent from work because of illness for more than three (3) working days, a medical certificate must be submitted to the CAO or **designate** upon return to work.
- 20.06 When an employee is given paid vacation or special paid leave of absence or when he/she is absent from work and receiving Workers' Compensation, he/she shall receive on his/her return to work sick leave credit for the period of such absence.
- 20.07 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 up to and including the previous 31st day of December.

ARTICLE 21 LEAVE OF ABSENCE

21.01 Negotiation Pay Provision

Representatives of the Union not to exceed two (2) employees shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on or to take part in negotiation meetings between the Union and the Employer provided the negotiations are held in Rigolet. The Employer will allow one-half (%) day during the work day for Shop Steward/Union President to meet preparing for Union negotiations.

21.02 Leave of Absence for Union Business

The Employer shall grant a combined total of seven (7) days per year, without loss of pay or benefits, for the purpose of attending Union functions. All other associated costs must be at the employee and/or Union's expense.

21.03 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 leave of absence without loss of seniority or accrued benefits for a period of one (1) year. Such leave may be renewed each year on request during his/her term of office.

21.04 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, brother, sister, child, grandmother, grandfather, mother-in-law, father-in-law, **step mother/father, step child**, grandchild or near relative living in the same household, four (4) days.
 - (ii) In the case of the death of an employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt and/or uncle of an employee and/or spouse, two (2) days.
- (b) If the death of a relative referred to in (a) (i) above and to which four (4) days has been allocated occurs outside Rigolet, the employee shall be granted leave with pay for one (1) additional day for the purpose of attending the funeral.

- (c) In cases where extraordinary circumstances prevail, the CAO or **designate** may grant two (2) additional days other than those referred to in (a) (i) and (ii) above.
- (d) One-half (%) day's leave shall be granted and employee without loss of salary or benefits to attend a funeral in the Community as a pallbearer. Two (2) hours shall be granted to an employee without loss of salary or benefits to attend a funeral in the Community.

21.05

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.
- (b) The Employer will protect the position and accrued benefits of the employee while on maternity leave.
- (c) The employee who has been on maternity leave may return to duty after she has produced a certificate of fitness from her physician and at the same time has given four (4) weeks' notice of 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 for seniority, annual leave, sick leave and severance pay except for periods of time when the employee would normally be laid off.
- (f) Notwithstanding Article 19:05, 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.

21.06

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 four (4) weeks' notice of his/her intention to return is given.
- (d) Periods of adoption leave up to seventy-eight (78) weeks shall count for seniority, annual leave, sick leave and severance, except for periods of time when the employee would be normally on layoff.
- (e) Notwithstanding Article 19:05, 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.

21.07 Paid Jury or Court Witness

The Employer shall grant leave of absence without loss of pay and seniority to an employee who serves as juror or witness in any Court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other incidental expenses. The employee must present proof of service and the amount of pay received.

21.08 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 no 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.

21.09 General Leave

With the approval of the Employer, an employee may be granted leave of absence up to a maximum of one (1) year without pay and without loss of seniority in exceptional circumstances, provided that the employee has no current or accumulated annual leave available to him.

21.10 Paid Special Leave

Subject to the approval of the Employer, employees whose period of employment is longer than six (6) continuous months may be granted special leave with pay not exceeding a total of six (6) days for:

- (a) attend to family or home emergencies;
- (b) hunting and fishing in the local area;
- (c) care for a sick family member living in the same home;
- (d) to accompany a dependent family member living in the same household on a medical appointment;
- (e) to attend meetings with school authorities.

An additional five (5) days may be granted to employees for the purpose of caring for a family member or accompanying a family member to a medical or dental appointment. This additional leave will be subtracted from the employee's sick leave bank.

Paid Special Leave is not accumulative from one year to the next. Employees with less than six (6) months shall be on a pro-rata basis.

21.11 Unpaid Special Leave

An employee who has been employed for a period of not less than five (5) years shall, subject to operational requirements and with the consent of the CAO or designate, be granted special leave for a period of one (1) year. Employees while on unpaid leave will retain seniority and benefits prior to such leave, but shall not accrue any benefits during this period other than service.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22.01 Availability of Salary Cheques

It is agreed that 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 CAO **or designate**, an employee required to fill temporarily a position for 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. Such temporary transfers shall be offered to the most senior employee who is qualified and able to perform the duties of the position.
- (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 two (2) 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.

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 reimbursement at the rate of sixty (60) cents per kilometer. Employees have the right to refuse to utilize their own vehicles for the Employer's business.

ARTICLE 23 STRIKES AND LOCKOUTS

- 23.01 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 24 TERMINATION OF EMPLOYMENT

- 24.01 Except in the case of dismissal for just cause, twenty (20) working days' notice in writing shall be given to permanent or probationary 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.

- 24.02 Except in the case of dismissal for just cause, ten (10) working days' notice in writing will be given to temporary, part-time and seasonal 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.
- 24.03 Permanent and probationary employees shall give the CAO or designate twenty (20) working days' written notice and seasonal, temporary and part-time employees shall give ten (10) working days' written notice of intention to terminate employment.
- 24.04 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.
- 24.05 The period of notice may be reduced or eliminated by mutual agreement. Such agreement must be provided in writing.
- 24.06 Upon termination of service, an employee shall receive pay and whatever benefits or annual leave that are accrued under the conditions of this or succeeding Agreements.

ARTICLE 25 EMPLOYEE BENEFITS

25.01 Workers' Compensation

All employees shall be covered by the **Workplace Health, Safety and Compensation Act**. Periods of time on Workers' Compensation shall count for seniority, annual leave, sick leave and severance, except for periods of time when the employee would normally be laid off.

25.02 Pension Plan

The present pension plan will remain in place for all employees who want to participate in the plan on a 50/50 cost share basis. The amount of deduction shall be five percent (5%) of salary for the Employer and the employee.

ARTICLE 26 TECHNOLOGICAL CHANGE

26.01 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 Rigolet Inuit Community Government will notify the Union of the proposed change.

26.02 Consultation

Meetings will be arranged between the Rigolet Inuit Community Government and the Union within ninety (90) days of the Rigolet 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.

26.03 Training Benefits

In the event that the Rigolet 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 Rigolet Inuit Community Government or other programs. Training shall be provided by qualified Instructors at a recognized educational Institution.

26.04 Where an affected employee elects not to avail of training as provided for under Clause 26:03, the Rigolet Inuit Community Government agrees that where possible, the effect on the employee of changes contemplated by Clause 26:01 will be minimized by transfer or re-assignment within the employ of the Rigolet Inuit Community Government unless such employee has refused without giving reasons acceptable to the Rigolet Inuit Community Government to avail of training in accordance with Clause 26:03.

26.05 No New Employees

No new employee(s) will be hired by the Employer 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 26:03.

- 26.06 Notwithstanding any of the above, it is agreed that where an employee elects not to avail of training opportunities under Clause 27:03 or where it is not possible to transfer or reassign the employee within the employ of the Employer because of the non-existence of available positions, the employee will be terminated, and notice will be served in accordance with Article 24 -Termination of Employment.

ARTICLE 27 EFFECT OF LEGISLATION

27.01 Continuation of Acquired Rights

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

ARTICLE 28 CONTRACTING OUT

- 28.01 The Employer shall not contract out bargaining unit work.
- 28.02 The Employer reserves the right of its past practice of contracting out its equipment as a community service. The Employer agrees that this practice will not reduce the normal earnings or benefits of the employees.

ARTICLE 29 PROTECTIVE CLOTHING

- 29.01 **The Employer shall issue the following clothing on an as needed basis (except where specified) to all permanent Municipal Service employees who are required to work outside. Seasonal employees who are required to work outside shall be issued the following every second year.**

The Employer shall make available safety equipment to all employees as necessary.

Clothing Allowance

Gloves (up to 3 pairs annually)

Coveralls (2 annually) OR Shirts (2 annually) & Pants (2 annually)

Safety Equipment

Hard hat

Protective glasses or goggles

Noxious fumes face mask (Water and Sewer Operator and Fire Chief / Maintenance)

Hearing protectors

Safety aprons or coveralls for handling chlorine (Water and Sewer Operator and Fire Chief/Maintenance)

One (1) pair of rainwear (for outdoor workers approved by the CAO or designate)

Disposable coveralls for sewer cleaning (Water and Sewer Operator and Fire Chief / Maintenance)

One (1) pair of work boots CSA Approved (Water and Sewer Operator, Operator and Fire Chief/Maintenance, and Heavy Equipment Operator)

One (1) pair of rubber boots (Water and Sewer Operator and Fire Chief/ Maintenance and Heavy Equipment Operator)

29.02 All employees shall receive a clothing allowance of two hundred dollars (\$200.00) on the last pay period of June each year.

ARTICLE 30 AMENDMENT BY MUTUAL CONSENT

30.01 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 31 TRAVEL ON EMPLOYER'S BUSINESS

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

(a) Sixty dollars (\$60.00) per day:

Breakfast- Fifteen dollars (\$15.00)

Lunch - Twenty dollars (\$20.00)

Dinner- Twenty-five dollars (\$25.00)

- (b) In areas where the cost of meals is likely to exceed these rates, based on the opinion of the CAO **or designate**, vouchered expenses may be submitted.
- 31.02 For travel on the Employer's business for less than one (1) day, the appropriate meal allowance shall apply.
- 31.03 Employees who are travelling outside of the town of Rigolet on Employer related business shall:

 - (a) **have access to the Town cell phone, and if not available,**
 - (b) **be entitled to ten (10) dollars per day.**
- 31.04 An employee required to travel on the Employer's business shall be deemed to be working for the Employer.
- 31.05 Receipts for all expenditures shall be submitted to the Town Clerk, with the exception of meals. Receipts will be required for taxi fares over fifteen dollars (\$15.00), where taxis are available and utilized. If there is not taxi service available there should be no submission or reimbursement. Any unexpended travel advances shall be refunded to the Rigolet Inuit Community Government.
- 31.06 An employee required to travel on Employer's business shall be deemed to be working for the Employer to a maximum of eight (8) or seven (7) hours per day depending on their regular hours of work and will be paid at the applicable rate of pay.
- 31.07 Employees shall be given at least two (2) hours to prepare for or on return for travel on Employer's business.
- 31.08 Employees who choose to arrange private accommodations while on travel status shall receive an allowance of sixty dollars (\$60.00) per night.

ARTICLE 32 SALARIES AND NORTHERN ALLOWANCE

- 32.01 Salary increases shall be applied to all salary scales contained in Schedule "A", effective as follows:

 - (a) **August 1 2021 \$0.75 per hour**

(b) August 1 2022 \$0.75 per hour

(c) August 1 2023 \$0.75 per hour

32.03

(a) All employees shall receive the provincial rates for Labrador Allowances and travel for employees and dependents, effective August 1, 2015:

(i) Northern Allowance: Single - \$3,420.00 per year
Dependent - \$6,815 per year

(ii) Travel Allowance:

(A) Employee - \$650.00 (August 1, 2018) and \$975 (August 1, 2019) per year

(B) Spouse & Dependent - \$500.00 (August 1, 2018) and \$775 (August 1, 2019) per year

(b) If two (2) employees of the Town are married to each other, each will receive the single rate.

(c) Payment will be pro-rated on a basis of hours worked, using 1820 hours for employees who work a thirty-five (35) hour week and 2080 hours for employees who work a forty (40) hour week. Employees will be paid during the last pay period of their employment or the first pay period in January of each year, whichever comes first.

(d) A dependent shall be defined as the employee's spouse who is legally married or who has been cohabiting in a recognized common law relationship for at least one (1) year, including spouses of the same or opposite gender. Children who are eighteen (18) years of age or younger on each December 31 and living in the same household shall be considered to be dependents. Employees must submit proof of age for each natural or legally adopted child.

ARTICLE 33 JOB CLASSIFICATION

33.01

Job Classification

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 Arbitration Board in accordance with the provisions of Article 9 of this Agreement.

33.02 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions.

33.03 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he/she is unfairly or incorrectly classified or when a position not covered in this Agreement is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or the rate of pay of the job in question, such dispute may be considered as a grievance and may be submitted under the Grievance Procedure. The new rate shall become retroactive from the time the position was first filled by the employee.

ARTICLE 34 SEVERANCE PAY

34.01 **Except if terminated for just cause, an employee with greater than twelve consecutive months of continuous employment shall be entitled to whichever is greater:**

- (a) **two days wages per year of employment, and**
- (b) **five days wages at the regular rate for employees of 12 months or more.**

34.02 For the purpose of this Article, periods of authorized leave shall be regarded as continuous **employment** when determining the total amount of **employment** of an employee.

ARTICLE 35 HEALTH AND INSURANCE

35.01 The present Health and insurance Plan will remain in place for all employees who want to participate in the plan on a 50/50 cost share basis.

ARTICLE 36 DURATION

36.01 This Agreement shall be effective from August 1, 2021 and shall remain in full force and effect until July 31, 2024 and thereafter from year to year until a new Collective Agreement is put in place.

36.02 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.

36.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within thirty (30) calendar days following receipt of notice under Clause 36:02, 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.

MEMORANDUM OF UNDERSTANDING

Lines of Authority- Communication

Under normal circumstances, employees shall receive work assignments, direction and supervision from the CAO **or designate**. In the absence of the CAO **or designate**, the AngajukKak will assume this role. Members of the Rigolet Inuit Community Government shall direct work requests and other correspondence to the CAO **or designate** and not directly to the employee(s).

Signed on behalf of the Newfoundland and Labrador Association of Public and Private Employees

MEMORANDUM OF UNDERSTANDING

Flexible Work Schedule- Tourism

The position of Tourism Manager requires the employee to plan, coordinate and run various tourism initiatives, community celebrations and special events. The CAO **or designate** will work with the Tourism Manager to develop a flexible schedule around events or tourism initiatives to allow this to work for everyone's benefit.

Signed on behalf of the Newfoundland and Labrador Association of Public and Private Employees

MEMORANDUM OF UNDERSTANDING

Professional Development, Training, Travel

All professional development, training or employee travel must be approved **in advance** by the Town's Chief Administrative Officer. If travel or training is requested and scheduled by the Employer, employees will be paid for any time during the normal workday (including the normal work day on scheduled day of rest - Saturday and Sunday) at the appropriate rates of pay. For travel that is discretionary or optional, if approved by the **CAO or designate**, the employee will be paid for all normal workdays Monday to Friday while attending meetings, training or conferences, but the Employer **will not** be responsible for any additional hours during normal work days or any overtime on scheduled days of rest (Saturday or Sunday) whether an employee is working or travelling with PO or training that is discretionary. Travel will be designated as "Employer requested" or discretionary" at the time travel is approved by the **CAO or designate** and the final decision to attend (or not) may be made by the employee based on the Employer's designation.

MEMORANDUM OF UNDERSTANDING

Responsibilities of Fire Chief

Under normal circumstances, the Fire Chief's responsibilities as an employee of the Rigolet Inuit Community Government apply only to the working hours prescribed in the Collective Agreement. Once normal working hours are completed for the day, the Fire Chief (like all other Volunteer Fire Fighters in the Community) reverts to being a Fire Chief of a Volunteer Fire Department/Brigade. The Fire Chief is not expected to be "on call" or available 24/7 any more or less than any other Volunteer Fire Fighters, but is responsible for the overall coordination of the Fire Department. The Fire Chief (or their designate) is in radio communication to receive emergency calls and is responsible for coordinating communications with other volunteer fire fighters on a rotational basis in their absence (or as required).

Signed on behalf of the Employer

Signed on behalf of the Newfoundland and
Labrador Association of Public and Private
Employees

SCHEDULE "A" - Salaries

Classification	Current	Aug 1, 2021	Aug 1, 2022	Aug 1, 2023
Town Clerk	\$22.02	\$22.77	\$23.52	\$24.27
Community Development Officer	\$21.47	\$22.22	\$22.97	\$23.72
Recreation Director	\$20.10	\$20.85	\$21.60	\$22.35
Recreation Assistant	\$17.60	\$18.35	\$19.10	\$19.85
Events Coordinator	\$17.60	\$18.35	\$19.10	\$19.85
Tourism Manager	\$16.93	\$17.68	\$18.43	\$19.18
Heavy Equipment Operator	\$22.23	\$22.98	\$23.73	\$24.48
Water and Sewer Operator	\$22.34	\$23.09	\$23.84	\$24.59
Fire Chief/Maintenance	\$22.34	\$23.09	\$23.84	\$24.59
Gas Attendant	\$20.10	\$20.85	\$21.60	\$22.35

NOTE: The above salaries do not include Northern Allowance.

Northern Allowance

1. 40 hours per week / 2080 hours per year:
Single Rate: \$1.64
Dependent Rate: \$3.28
2. 35 hours per week / 1820 hours per year:
Single Rate: \$1.88
Dependent Rate: \$3.74

Or as stipulated as per the northern allowance updated agreement that may be signed prior to the expiration of this contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 09 day of November, 2021

, 2021.

SIGNED ON BEHALF OF THE Rigolet Inuit Community Government:



SIGNED ON BEHALF OF THE Newfoundland and Labrador Association of Public and Private Employees:

