



## **COLLECTIVE AGREEMENT**

**Between**

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

**And**

**NAIN INUIT COMMUNITY GOVERNMENT**

**January 1, 2025 – December 31, 2028**

**THIS AGREEMENT** made this 24<sup>th</sup> day of October, Anno Domini, Two Thousand and Twenty-four;

BETWEEN:

**Nain 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:

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**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 Nain 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 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) "Classification" means the identification of a position by reference to a class title and pay range number.

- (d) "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.
- (e) "Day" means a working day unless otherwise stipulated in this Agreement.
- (f) "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.
- (g) "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. Whenever the masculine is used in this Agreement, it shall refer equally to the feminine.
- (h) "Employer" means the Nain Inuit Community Government.
- (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 or because of the abolition of a post but retains all rights in accordance with Article 15.
- (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.
- (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 workday 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.
- (i) "Casual Employee" an employee who is required on an as needed basis to perform the duties which they are qualified to be recalled for and is laid off after such period of work.
- (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 full-time basis but who has worked less than the prescribed probationary period.
- (r) "Probationary period" means a period of three (3) calendar months from the date of employment.
- (s) "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.
- (t) "Reclassification" means any change in the current classification of an existing position.
- (u) "Schedule" means in writing and posted in an accessible place to all employees.
- (v) "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.
- (w) "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.

- (x) "Standby" means any period of time during which an employee is required to be available for recall to work.
- (y) "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 his/her 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;
  - (ii) Where a position becomes vacant, or a new position is created before a regular employee has been named;
  - (ii) For the purpose of performing short term work of another classification, of the type not covered by (i) or (ii) above.
- (z) "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.
- (aa) "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.
- (bb) "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.
- (cc) "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 Labour Relations Board 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 will be referred by either party to the Labour Relations Board for adjudication.

4:03 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 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 his/her representative which may conflict with the terms of this Agreement.

4:05 Discrimination & Personal Harassment

- (a) 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, and discharge, assignment of work or for any other reason.
- (b) It is agreed between the Employer and the Association that all employees are entitled to pursue their duties in a work environment free from harassment. Individuals who engage in harassment may be subject to discipline.

- (c) Once it has become obvious that there has been an offense, complaints under this Article will be dealt with by the Employer and the Association with all possible confidentiality. In settling the complaint every reasonable effort will be made to discipline the harasser and not the victim.
- (d) For the purpose of this Article, harassment of a sexual nature 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. Harassment of a sexual nature is unsolicited, one-sided and/or coercive. Both males and females may be a victim of it.

Harassment/discrimination based on race, religious creed, sex, marital status, physical or mental disability, political opinion, color or ethnic, national or social origin is any behavior that is directed at or is offensive to an employee or endangers an employee's job, undermines performance or threatens the economic livelihood of the employee.

The Employer and the Association agree to their best efforts to discourage harassment in the workplace. Grievances filed under this Clause will be received at the grievance stage immediately prior to the arbitration stage.

Grievances dealing with sexual harassment will be dealt with by the Employer and the Association with all possible confidentiality.

- (e) The Employer acknowledges and agrees to intervene against the personal harassment of employees. Personal harassment is defined by a misuse of power, authority or position to undermine the work, security and/or economic livelihood of the employee. Such abuse may encompass, but is not limited to the use of:
  - (i) Humiliation of an employee in a manner and for the purpose of publicly discrediting the employees work and/or ability;
  - (ii) Implied threat or retribution, job loss, demotion or exclusion from promotion.
- (f) In cases of harassment that have not been settled, both parties agree to cooperate fully with an investigation held by the Human Rights Commission regarding a complaint by an employee and to this end the Employer and the Association agree to expedite all complaints with all possible confidentiality.

- (g) Discipline for just cause will not be considered a form of harassment.

4:06 Shop Steward

In the interest of maintaining a harmonious relationship between the Nain 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 Nain 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 Employers 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 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 him/her as soon as possible.

5:04        Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the 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 bi-weekly to the Union accompanied by a list of employees showing:

- (a) The contributions of each;
- (b) The employees 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 Town Manager 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 him/her.

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 Employers representatives.

8:06        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 Stewards Supervisor and that permission will not be unreasonably 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 five (5) 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 Town Manager and an earnest effort shall be made by all parties to settle the grievance at Step 2. The Town Manager 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 Town Managers 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 the 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 Arbitrators 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 (½) 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.

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 LABOUR MANAGEMENT COMMITTEE**10:01 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.

10:02      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 relationship which are not properly the subject matter of a grievance or negotiations.

10:03      Meetings of Committee

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

10:04      Chairperson of the Meeting

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

10:05      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.

10:06      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 11 ABSENCES 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 Provincial Government Offices are closed because of adverse weather.
- (d) Where the Employer closes down or reduces staffing levels in a Department(s) pursuant to Clause 11:01 (c), any employee in that Department who is required to work during adverse weather or state of emergency shall be paid at the rate of time and one-half (1 ½) for all hours worked.
- (e) For the purpose of this Article, the Employer is defined as the Town Manager or his/her designated representative.

**ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE**12:01 (a) Probationary Period

The probationary period shall be three (3) calendar months 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 employee.

(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 be heard 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 of the incident. 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 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 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 or may follow if such employee fails to bring his/her 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 his/her work within five (5) working days of the Employers 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. 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.

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 Nain Inuit Community Government Office. An employee shall, at any reasonable time, be allowed to inspect his/her personnel 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 hearing under Article 8, Grievance Procedure. Step I of the Grievance Procedure shall be omitted in cases of suspension or discharge.

**ARTICLE 13 SENIORITY**

- 13:01
- (a) Subject to Articles 13:01 (b) and 13:04, seniority is defined as the total length of service, excluding overtime, with the Employer in a position 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 (y), temporary assignments outside of the bargaining unit may occur without regard to seniority.

13:02 Seniority List

- \* (a) 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.
- \* (b) New employees hired after January 1<sup>st</sup>, 2021, will accumulate seniority on an hour for hour basis while on the casual recall list. Upon achieving permanent/temporary status the Employer shall revise their seniority to original date of hire as identified in 13.02.

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) 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 Article 25:03 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.
- (e) It is the employee's responsibility to inform the Employer of their employment status. If an employee takes another job and wishes to remain on the recall list, that request must be made in writing and of their work availability.
- (f) The employee refuses recall three (3) times without just cause.
- (g) He/she is 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

When a vacancy occurs or a new position is created either inside or outside the bargaining unit, the Employer shall post a notice of the position in accessible places on the Employers 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.

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 Employees 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.

**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 favourable 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 Department Staff shall be thirty-five (35) hours per week, or seven (7) hours per day (8:30 a.m. - 4:30 p.m.)
  - (b) The normal hours of work for the Recreation Department Staff shall be thirty-five (35) hours per week on a flexible daily schedule to be approved by the Town Manager.
  - (c) The normal hours of work for the Municipal Services Department Staff shall be eight (8) hours per day or forty (40) hours per week (8:00 a.m. - 5:00 p.m.). The Janitors and Dog Catcher shall work a flexible daily schedule with the approval of the Superintendent of Works.
  - (d) All of the hours of work as stated above will be exclusive of meal breaks.

(e) Summer Hours

The hours of work for all full-time employees 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 start of the first Monday in June to the end of the second Friday in September.

16:02 Rest Periods

- (a) 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.
- (b) 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.

16:04 \* Timecards

- (a) All employees shall be responsible for completing their own weekly timecard.
- (b) Timecards shall be submitted weekly by each employee to the Town Manager by 11:00 AM on Wednesday.

**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 Town Manager 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 ½).

- (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 Town Manager or his/her designated representative. The employee's decision to receive time off must be conveyed to the Town Manager or his/her designated representative within seventy-two (72) hours of the conclusion of the overtime and once the employee has chosen to receive time in lieu in payment of overtime, he/she cannot receive cash payment for that overtime.
- (c) Time off in lieu of overtime may be accumulated to a maximum of fifteen (15) working days.

17:03 Meal Periods

An employee recalled to work during his/her meal period shall be paid time and one-half (1 ½) for all time worked during the meal period to a maximum of two (2) hours of pay.

17:04 Sharing of Overtime

Overtime and callback shall be divided equally among employees qualified to perform the available work.

17:05 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.

17:06 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 ½) for each hour worked and double (2) time on Christmas Day and Good Friday.

17:07 No Layoff to Compensate for Overtime

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

17:08 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 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.

17:09 Overtime on an Employee's Day Off

An employee who works on his/her day off shall be paid time and one-half (1 ½) for all hours worked.

17:10 Standby

- \* (a) An employee required to perform standby duty shall be paid sixty-five (\$65.00) for each eight (8) hour shift of standby.
- \* (b) When standby is required on a statutory holiday, the rate of compensation shall be eighty dollars (\$80.00) 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.

17:11 Shift Differential

This Clause does not apply to employees who are regularly scheduled to work from 8:00 a.m. to 5:00 p.m. on a regular basis.

\* (a) Hourly Differential

An hourly differential of two dollars (\$2.00) per hour shall be paid for each hour the employee works between the hours' of 1600 hours on one (1) day and 0800 hours the following day.

\* (b) Saturday and Sunday Differential

A Saturday and Sunday differential of two dollars (\$2.00) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday.

**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) Ilaget Uvlungat (Church Holiday - Feb. 19))
- (d) Maundy Thursday
- (e) Good Friday
- (f) Easter Monday (Permanent Civic Holiday)
- (g) Commonwealth Day
- (h) Memorial Day (Canada Day)
- (i) Labour Day
- \* (j) Truth and Reconciliation Day
- (k) Thanksgiving Day
- (l) Remembrance (Armistice) Day
- (m) Nunatsiavuit Day
- (n) Christmas Eve
- (o) Christmas Day
- (p) Boxing Day
- (q) Special Religious Days

If an employee chooses not to take Maundy Thursday, he/she shall be entitled to one (1) day leave without loss of salary or benefits to attend one of the following special religious days:

Young Men's Day  
 Widows Day  
 Married Peoples Day  
 Young Girls Day  
 Ascension Day

And any other day proclaimed as a holiday by the Provincial and Federal Governments.

18:02 Compensation for Holidays Falling on Scheduled Days Off

When any of the aforementioned paid holidays fall on the employees' 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 regular pay in lieu of time off.

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.

**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>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 year	35 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 ( $\frac{1}{2}$ ) 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.
- 19:03 (a) Annual leave shall not be taken except with the prior approval of the Town Manager. However, subject to the operational requirements of the Nain 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) Employees shall be permitted to take annual leave when they are travelling outside of Nain and are unable to return to work due to breakdown, 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 time and one-half ( $1\frac{1}{2}$ ) 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 in accordance with the following formula:
- |                       |   |                                      |
|-----------------------|---|--------------------------------------|
| Twenty (20) days      | - | carry forward fifteen (15) days;     |
| Twenty-five (25) days | - | carry forward twenty (20) days;      |
| Thirty (30) days      | - | carry forward twenty-five (25) days; |
| Thirty-five (35) days | - | carry forward thirty (30) days.      |
- 19:06 (a) An employee who becomes ill while on annual leave may change the status of his/her leave to sick leave upon provision of a medical certificate to the Employer.
- (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.
- 19:07 For the purpose of this Article, employees who are re-employed within twenty-four (24) months by the Employer after layoff may have service prior to layoff credited to them for annual leave purposes, with the exception of employees on approved special leave.
- 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 Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1 ½) 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 one hundred and seventy-five (175) days.
- 20:03 Where no one other than the employee can provide for the needs during the illness of an immediate member of his/her family (as defined in bereavement leave), an employee may apply to his/her supervisor to use a maximum of five (5) accumulated sick leave days per illness for this purpose. Upon the use of five (5) accumulated days in the calendar year, a medical certificate must be provided supporting proof of illness pertaining to the immediate family member.
- 20:04 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than one-half (½) a day shall not be deducted. Absence for one-half (½) a day or more and less than a full day shall be deducted as one-half (½) a day.
- 20:05 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.
- 20:06
- (a) The employee shall be responsible for advising his/her Supervisor or Town manager directly as soon as possible, but not later than 10:00 am on the first day and each subsequent day of any absence including illness. This requirement may be waived in exceptional circumstances.
  - (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 Town Manager upon return to work.
  - (c) Subject to Article 20:06 (b), an employee is eligible for seven (7) days in the aggregate in any one year without the requirement to provide a medical certificate.

20:07 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.

20:08 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.

20:09 \* Sick Leave Pay Out

Upon resignation or retirement, an employee shall be paid for sixty percent (60%) of the sick leave days left in his/her sick leave bank

## **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 Nain.

21:02 \* Leave of Absence for Union Business

The Employer shall grant the Shop Steward or a designate a maximum of ten (10) days per year, without loss of pay or benefits, for the purpose of attending Union functions.

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 shall 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 of five (5) days with pay in the case of the death of an employee's spouse, mother, father, brother, sister, child, step-mother, step-father, step-child, grandmother, grandfather, mother-in-law, father-in-law, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt and/or uncle, niece, nephew and cousin of an employee or near relative living in the same household.
- (b) If the death of a relative referred to in (a) above and to which five (5) days has been allocated occurs outside Nain, the employee shall be granted leave with pay not exceeding seven (7) days for the purpose of attending the funeral if the funeral is held outside Nain. Such days not to be in addition to those allocated in (a) above.
- (c) In cases where extraordinary circumstances prevail, the Town Manager may grant two (2) additional days other than those referred to in (a) (i) and (ii) above.
- (d) One-half (1/2) days leave shall be granted without loss of salary or benefits to attend a funeral as a pallbearer. Anyone who wishes to attend the funeral shall be provided with one (1) to (2) hours off work without loss of salary or benefits.

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 two (2) weeks' notice of her intention to so return.
- (d) An employee may be awarded sick leave for an 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.

- (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 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 seniority purposes, annual leave, sick leave and severance pay.
- (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, seniority or accumulated benefits to an employee who serves as juror or witness in any Court. The employee will present proof of service that he/she attended as a juror or witness. Any remuneration the employee receives from the Courts will be over and above his/her pay and benefits from the Employer.

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, all permanent and temporary and seasonal employees whose employment period is longer than six (6) continuous months may be granted special leave with pay not exceeding:

- (a) One (1) day a year to attend each of:
- Employee's marriage;
  - Marriage of employee's child;
  - Birth or adoption of employee's child;
  - Moving one's household.
- (b) Up to a total of four (4) working days each a year to:
- participate in traditional hunting/fishing in the local area;
  - attend to serious fire or flood in employee's home.
- (c) Up to a total of five (5) working days a year to:
- attend meetings with school authorities; or
  - attend to needs related to family or home emergencies; or
  - temporarily care for a sick family member living in the same household; or
  - accompany a dependent family member living in the same household on a medical or dental appointment.
  - Paid Special Leave is not accumulative from one year to the next.

21:11 Union Business

Upon written request by the Union to the Town Manager and with the approval in writing of the Town Manager, leave with pay shall be awarded to an employee for the purpose of attending the Biennial Convention of the Union. Such leave shall not exceed five (5) working days.

21:12 Unpaid Special Leave

An employee who has been employed for a period of not less than five (5) years shall, upon request, be granted special leave up to a period of one (1) year. Employees while on unpaid special leave will retain seniority and benefits earned prior to such leave but shall not be subject to any benefits during this period.

21:13 \* Family Violence Leave

(a) An employee shall be granted leave with pay, not exceeding three (3) days in the aggregate in a calendar year, where the employee or person to whom the employee is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or witnessed family violence by:

- (i) a person who is or has been a family member;
- (ii) a person who is or has been in an intimate relationship or who is living or has lived with the employee;
- (iii) a person who is the parent of a child with the employee; or
- (iv) a person who is or has been a caregiver to the employee.

(b) Confidentially; All personal information concerning domestic violence will be kept confidential in compliance with relevant legislation. An employee who wishes to take a leave of absence under this Clause may be required to provide the Employer with reasonable verification of the necessity of the leave.

**ARTICLE 22 PAYMENTS OF WAGES AND ALLOWANCES**22:01 Availability of Salary Cheques

It is agreed that the Employer shall continue to pay salaries every week. 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 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

No employee shall be eligible to receive a payment in advance for vacation. All employees will be required to have a bank account as all employees will be paid by 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 reimbursement at the rate of forty cents (40¢) per mile. Employees have the right to refuse to utilize their own vehicles for the Employer's business.

**ARTICLE 23 PERSONAL LOSS**

23:01 Subject to Clause 23:02 and Clause 23:03, 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 may compensate the employee for any loss suffered subject to maximum of six hundred dollars (\$600.00) upon completion of an investigation satisfactory to the Employer.

23:02 All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) days of the incident to the Town Manager or his/her designated representative.



23:03 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 24 STRIKES AND LOCKOUTS**

24:01 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 25 TERMINATION OF EMPLOYMENT**

25:01 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.

25:02 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.

25:03 Permanent and probationary employees shall give the Town Manager 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.

25:04 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.

25:05 The period of notice may be reduced or eliminated by mutual agreement.

25:06 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.

## **ARTICLE 26 EMPLOYEE BENEFITS**

### 26:01 Workers' Compensation Pay Supplement

All employees shall be covered by the Workers' Compensation Act. An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Commission and his/her regular salary up to one (1) year from the date of accident. Such difference will not be paid by the Employer if the occupational accident occurred as a result of the employee's misuse of or failure to follow prescribed work procedures. Pending a settlement of the insurable claim, the employee shall continue to receive full pay and benefits of this Agreement subject to necessary adjustments. Payments under this Clause shall not be deducted from an employee's accumulated sick leave credits.

### 26:02 Pension Plan

Effective April 1994 the Employer established a Pension Plan through Newfoundland and Labrador Municipal Benefits Inc. The Employer's contribution is 6% and the Employee's contributions are 4%.

## **ARTICLE 27 TECHNOLOGICAL CHANGE**

### 27:01 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 Nain Inuit Community Government will notify the Union of the proposed change.

27:02      Consultation

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

27:03      Training Benefits

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

27:04      Where an affected employee elects not to avail of training as provided for under Clause 27:03, the Nain Inuit Community Government agrees that where possible, the effect on the employee of changes contemplated by Clause 27:01 will be minimized by transfer or re-assignment within the employ of the Nain Inuit Community Government unless such employee has refused without giving reasons acceptable to the Nain Inuit Community Government to avail of training in accordance with Clause 27:03.

27:05      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 27:03.

27:06      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 25 - Termination of Employment.

**ARTICLE 28 EFFECT OF LEGISLATION**28:01 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 29 CONTRACTING OUT**

29:01 The Employer shall not contract out bargaining unit work.

29:02 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 30 PROTECTIVE CLOTHING**

30:01 The Employer shall issue the following clothing only on an as needed basis and no more than once per year, to all permanent Municipal Services Department Staff who are required to work outside. Part-time or temporary employees will qualify for protective and safety clothing issued only after being employed by the Employer for more than six (6) consecutive months.

- (a) Hard hat
- (b) Protective glasses or goggles
- (c) Welding goggles & Shields
- (d) Noxious fumes face mask
- (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) Six (6) pairs of work gloves
- (k) Two (2) pairs of coveralls
- (l) One (1) pair of summer safety boots
- (m) One (1) pair of winter safety boots
- (n) One (1) pair of rain clothes

- (o) One (1) pair of rubber boots
- (p) Three (3) extra pairs of rain suits for sewage cleaning

These three (3) extra rains suits will be stored in a safe place until use is required.

30:02 Permanent Municipal Services Department, Administration Department and Recreation Department Staff required to work outside or in cold indoor conditions during winter shall be issued every two (2) years or on an as needed basis up to a maximum of one thousand dollars (\$1,000.00):

- (a) One (1) winter parka
- (b) One (1) pair of winter boots
- (c) One (1) pair of snow pants or one (1) pair of insulated coveralls
- (d) One (1) pair of winter mitts
- (e) One (1) head band or winter cap

30:03 The style and quality of all protective and safety clothing issued by the Employer shall be standard for all employees, as selected by the Labour Management Committee.

Items of protective and 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 in any manner.

Should there be a disagreement the Labor Management Committee shall determine the need for protective and safety clothing replacement. Protective clothing must not be worn outside of work hours except while the employee is travelling to and from work.

All protective and safety clothing shall remain the property of the Nain Inuit Community Government and must be worn by the employees in the performance of their duties during work hours.

Upon termination, protective and safety clothing issued to the employee in the last year shall be returned to the Employer on the last day of work.

**ARTICLE 31 AMENDMENT BY MUTUAL CONSENT**

31:01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of the Agreement, may be amended in writing by mutual consent and such amendment(s) shall form part of this Agreement.

**ARTICLE 32 TRAVEL ON EMPLOYERS BUSINESS**

32:01 For each full day on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities shall be as follows:

- \* (a) Seventy-five dollars (\$75.00) per day:
  - (i) Breakfast – Fifteen dollars (\$15.00)
  - (ii) Lunch – Twenty-five dollars (\$25.00)
  - (iii) Dinner – Thirty-five dollars (\$35.00)
- (b) In areas where the cost of meals is likely to exceed these rates, based on the opinion of the Town Manager, vouchered expenses may be submitted.

32:02 For travel on the Employer's business for less than one (1) day, the appropriate meal allowance shall apply.

32:03 \* An employee required to travel on the Employer's business shall be deemed to be working for the Employer.

32:04 \* Receipts for all expenditures with the exception of meals shall be submitted to the Treasurer and unexpended travel advances shall be refunded to Nain Inuit Community Government.

**ARTICLE 33 SALARIES AND NORTHERN ALLOWANCE**

33:01 \* All employees' salaries are to be increased as follows:

- (a) Jan 1, 2025 – 7%
- (b) Jan 1, 2026 – 3%
- (c) Jan 1, 2027 – 2%
- (d) Jan 1, 2028 – 2%

33:02 (a) (i) Subject to Article 33:02 (d) and effective April 1, 2012, Northern Allowance will be paid to each employee at the following rates:

Single	\$3,420
Dependent	\$6,815

It is understood that all employees as of October 8, 2001, are receiving the dependent rate.

- (ii) For the purpose of Article 33:02 (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.
- (b) (i) Employees and their dependents shall each receive a travel allowance equal to the Provincial Government rate. Currently, that rate is nine hundred and seventy-five dollars (\$975.00) per year for an employee and seven hundred and seventy-five dollars (\$775.00) for each dependent. To be paid upon receipt of the Town's second quarterly payment but, in any event, no later than May 1<sup>st</sup> of each year. 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.
- (ii) For the purpose of Article 33:02 (b)(i) a dependent shall be 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. Children who are 18 years of age or younger on each April 1<sup>st</sup> shall be considered to be dependents. Employees must submit proof of age for each natural or legally adopted child.
- (iii) To receive payment for travel benefits for each dependent child, as defined in Article 33:02 (b) (ii), employees must provide documentation satisfactory to the Employer, to support such claims.
- (c) If two (2) employees of the Town are married or living common law to each other, each will receive the single rate.

Payment will be pro-rated on the 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.

#### **ARTICLE 34** **JOB CLASSIFICATIONS**

##### 34:01 Job Classifications

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.

##### 34:02 Job Descriptions

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.

##### 34:03 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 35** **SEVERANCE PAY**

35:01 An employee who has four (4) or more years of continuous service in the employ of the Nain Inuit Community Government is entitled to be paid on termination, severance pay at the rate of one (1) week's pay for each year of service to a maximum of ten (10) weeks.



35:02 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.

### **ARTICLE 36 HEALTH AND INSURANCE**

36:01 During the life of this Collective Agreement, Nain Inuit Community Government agrees to provide a Group Life Medical Insurance Plan. The cost of the Group Life Medical Insurance Plan shall be shared on a fifty percent (50%) payment by the Employer and fifty percent (50%) payment by the employee.

### **ARTICLE 37 DURATION**

37:01 \* This Agreement shall be effective from January 1, 2025, and shall remain in full force and effect until December 31, 2028, or until a new Collective Agreement is signed by the parties, whichever is later.

#### **37:02 Notices 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.

#### **37:03 Notices 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.

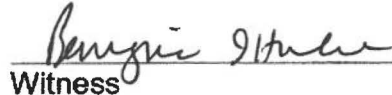
**MEMORANDUM OF UNDERSTANDING**

**Lines of Authority - Communication**

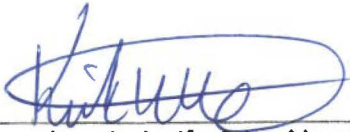
Employees shall receive work assignments, direction and supervision from either the Town Manager or Superintendent of Works. Members of the Nain Inuit Community Government shall direct work requests to the Town Manager and not the employee(s).



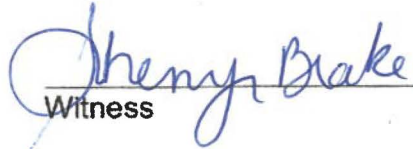
Signed on behalf of the Employer



Witness



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



Witness

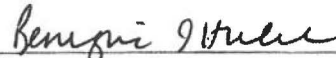
**MEMORANDUM OF UNDERSTANDING**

**Janitor's Request for Improved Equipment**

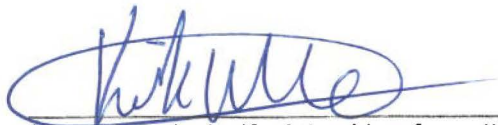
The Employer's Negotiating Team agrees to bring to Nain Inuit Community Government the Janitor's request for improved equipment which would enable the Janitor to work more effectively.



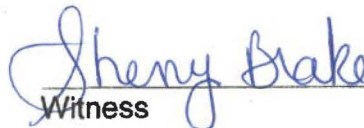
Signed on behalf of the Employer



Witness



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



Witness

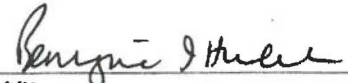
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**LETTER OF UNDERSTANDING**

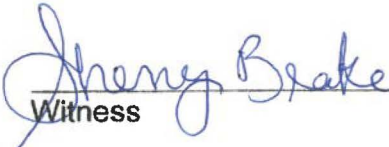
**Article 33.02 – Labrador Allowance**

Both parties recognize ongoing and future negotiations for Labrador Benefits agreement. Any ratified changes will be implemented immediately under Article 33.02 (a), (b), (c), and (d) for current and future collective agreements.

  
Signed on behalf of the Employer

  
Witness

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

  
Witness

\*

**SCHEDULE A**

<b>Job Title</b>	<b>Jan 1, 2025</b>	<b>Jan 1, 2026</b>	<b>Jan 1, 2027</b>	<b>Jan 1, 2028</b>	<b>Northern Allowance Single/Dependant</b>	
<b>Town Clerk</b> Annually Hourly - 35 hours	\$66,284.40 \$36.42	\$68,268.20 \$37.51	\$69,633.20 \$38.26	\$71,034.60 \$39.03	\$3,420 \$1.88	\$6,815 \$3.74
<b>Treasurer</b> Annually Hourly - 35 hours	\$66,284.40 \$36.42	\$68,268.20 \$37.51	\$69,633.20 \$38.26	\$71,034.60 \$39.03	\$3,420 \$1.88	\$6,815 \$3.74
<b>Superintendent of Works</b> (Annually) Hourly - 40 hours	\$75,753.60 \$36.42	\$78,020.80 \$37.51	\$79,580.80 \$38.26	\$81,182.40 \$39.03	\$3,420 \$1.64	\$6,815 \$3.28
<b>Recreation Director</b> Annually Hourly - 35 hours	\$66,266.20 \$36.41	\$68,250.00 \$37.50	\$69,615.00 \$38.25	\$71,016.40 \$39.02	\$3,420 \$1.88	\$6,815 \$3.74
<b>Municipal Service Worker</b> (Annually) Hourly - 40 hours	\$75,108.80 \$36.11	\$77,355.20 \$37.19	\$78,894.40 \$37.93	\$80,475.20 \$38.69	\$3,420 \$1.64	\$6,815 \$3.28
<b>Equipment Repairperson</b> (Annually) Hourly - 40 hours	\$71,323.20 \$34.29	\$73,465.60 \$35.32	\$74,942.40 \$36.03	\$76,440.00 \$36.75	\$3,420 \$1.64	\$6,815 \$3.28
<b>Truck Driver</b> Annually Hourly - 40 hours	\$71,115.20 \$34.19	\$73,257.60 \$35.22	\$74,713.60 \$35.92	\$76,211.20 \$36.64	\$3,420 \$1.64	\$6,815 \$3.28
<b>Janitor</b> Annually Hourly - 40 hours	\$67,641.60 \$32.52	\$69,680.00 \$33.50	\$71,073.60 \$34.17	\$72,488.00 \$34.85	\$3,420 \$1.64	\$6,815 \$3.28
<b>Dog Catcher</b> Annually Hourly - 40 hours	\$67,641.60 \$32.52	\$69,680.00 \$33.50	\$71,073.60 \$34.17	\$72,488.00 \$34.85	\$3,420 \$1.64	\$6,815 \$3.28
<b>Labourer (Permanent)</b> Annually Hourly - 40 hours	\$63,440.00 \$30.50	\$65,353.60 \$31.42	\$66,664.00 \$32.05	\$67,995.20 \$32.69	\$3,420 \$1.64	\$6,815 \$3.28
<b>Labourer (Temporary)</b> Annually Hourly - 40 hours	\$62,316.80 \$29.96	\$64,188.80 \$30.86	\$65,478.40 \$31.48	\$66,788.80 \$32.11	\$3,420 \$1.64	\$6,815 \$3.28
<b>Recreation Assistant</b> Annually Hourly - 35 hours	\$55,510.00 \$30.50	\$57,184.40 \$31.42	\$58,331.00 \$32.05	\$59,495.80 \$32.69	\$3,420 \$1.88	\$6,815 \$3.74
<b>Heavy Equipment Operator</b> (Annually) Hourly - 40 hours	\$71,115.20 \$34.19	\$73,257.60 \$35.22	\$74,713.60 \$35.92	\$76,211.20 \$36.64	\$3,420 \$1.64	\$6,815 \$3.28
<b>Office Administrator</b> Annually Hourly - 35 hours	\$61,352.20 \$33.71	\$63,190.40 \$34.72	\$64,446.20 \$35.41	\$65,738.40 \$36.12	\$3,420 \$1.88	\$6,815 \$3.74
<b>Accounts Clerk</b> Annually Hourly - 35 hours	\$61,352.20 \$33.71	\$63,190.40 \$34.72	\$64,446.20 \$35.41	\$65,738.40 \$36.12	\$3,420 \$1.88	\$6,815 \$3.74
<b>Receptionist - On-Call</b> Annually Hourly - 35 hours	\$53,562.60 \$29.43	\$55,164.20 \$30.31	\$56,274.40 \$30.92	\$57,402.80 \$31.54	\$3,420 \$1.88	\$6,815 \$3.74
<b>Sand Quarry Technician</b> (seasonal) - 40 hours	\$62,316.80 \$29.96	\$64,188.80 \$30.86	\$65,478.40 \$31.48	\$66,788.80 \$32.11	\$3,420 \$1.64	\$6,815 \$3.28
<b>Municipal Service Attendant</b> - 40 hours	\$73,444.80 \$35.31	\$75,649.60 \$36.37	\$77,168.00 \$37.10	\$78,707.20 \$37.84	\$3,420 \$1.64	\$6,815 \$3.28
<b>Minor Hockey Technical Director</b> (seasonal) - 35 hours	\$55,510.00 \$30.50	\$57,184.40 \$31.42	\$58,331.00 \$32.05	\$59,495.80 \$32.69	\$3,420 \$1.88	\$6,815 \$3.74

Note: Salary scale for each classification shall be reduced by \$1.00 per hour during probationary period.

\* Translator:

Full Page, Handwritten	=	\$50.00
Full Page, Typewritten	=	\$60.00
Proof Reading	=	\$30.00
Half Page	=	\$35.00

\* Interpreter:

Hourly	=	\$50.00
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- \* For those employees who temporarily are assigned to act as Interpreter for the Employer, they will be compensated for thirty (30) minute increments as per posted rate yet retaining their appropriate hourly wage.

SIGNED this 11<sup>th</sup> day of December, 2024.

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

**SIGNED ON BEHALF OF NAIN INUIT COMMUNITY GOVERNMENT:**

Benny Ithas Karen Dicker  
Witness

Maya Fox

Julius Ithas

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

Jerry Earle J. Brate  
Jerry Earle – NAPE President Witness

Paul Miller

Thomas Harris

Reginald Mingo