



COLLECTIVE AGREEMENT

Between

**MAKKOVIK INUIT COMMUNITY
GOVERNMENT**

And

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

April 1, 2025 – March 31, 2029

THIS AGREEMENT made this 3rd day of April, Anno Domini, Two Thousand and Twenty-Five;

BETWEEN:

MAKKOVIK 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 Labrador and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part;

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

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ARTICLE 1 **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 Makkovik 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) "Classification" means the identification of a position by reference to a class title and pay range number.
 - * (c) "Day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of their position other than:
 - (i) a designated holiday;
 - (ii) a calendar day on which the employee is on leave of absence.
 - (d) "Day" means a working day unless otherwise noted.

- * (e) "Demotion" means an action, other than reclassification, resulting from the correction of a classification error, which causes the movement of an employee from their existing classification to a lower rated classification.
- * (f) "Employee" or "employees" where used, is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit.
- * (g) "Employer" means the Makkovik Inuit Community Government as represented by the Chief Administrative Officer or their designate.
- (h) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a calendar day designated as a holiday.
- (i) "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.
- (j) "Leave of absence" means absence from duty with the permission of the Employer.
- (k) "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.
- * (l) "Notice" means notice in writing which is hand delivered or sent by registered mail.
- * (m) "Overtime" means work performed by an employee in excess of their scheduled workday or work week.
- (n) "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.
- * (o) "Permanent employee" means a person who has completed their probationary period and is employed on a full-time basis without reference to any specified date of termination of service. A letter of appointment shall be given to the employee within two (2) weeks from the date of completion of the aforementioned probationary period.

- * (p) "Probationary employee" means a person who is employed on a permanent, temporary, seasonal or part-time basis and who has not completed six hundred and forty (640) hours of cumulative service within the bargaining unit.
- * (q) "Promotion" means an action, other than reclassification, resulting from the correction of a classification error which causes the movement of an employee from their existing classification to a higher rated classification.
- (r) "Reclassification" means any change in the current classification of an existing position.
- (s) "Schedule" means in writing and posted in an accessible place to all employees.
- * (t) "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. Upon completion of their probationary period, a letter of appointment shall be given to the employee within two (2) weeks from the date of completion of the aforementioned probationary period.
- (u) "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.
- * (v) "Severance" is the money which is paid to an employee at the termination of employment in accordance with the provisions outlined in the Collective Agreement in effect for employees.
- * (w) "Standby" means any period of time during which an employee is required to be available for recall to work. For the purpose of this Agreement, the standby period shall start at 5:00 p.m. on each Friday and continue until 7:59 a.m. on each Monday.
- * (x) "Temporary assignment" means the assignment of an employee to a higher paid classification and outside their regular classification on an interim basis.

- * (y) "Temporary employee" means a person who is employed on a full-time basis for a specific period or for the purpose of performing specific work and who may be laid off at the end of such period or following the completion of such work. Where possible, such employees will be given the date of layoff in writing and if any extension is necessary, the new layoff date will also be in writing. For temporary employees, ten (10) days' notice of layoff is required.
- * (z) "Termination" means the final severance of employment of an employee because the employee:
 - (i) resigns in writing 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 two (2) consecutive years.
- * (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 (1st) day of January in one year to the thirty-first (31st) day of December in the same year.
- * (cc) "Vacancy" means an opening for more than six (6) weeks in a permanent, seasonal, part-time or temporary position and in respect of which there is no employee eligible for recall.

ARTICLE 4 **RECOGNITION**

4:01 * Inclusions into the Bargaining Unit

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/or by the Canada Industrial Relations Board including all other positions below that of the position of Chief Administrative Officer, Executive Clerk and any other class or position as mutually agreed between the parties.

4:02 * Any unresolved dispute on future inclusions or exclusions in the bargaining unit will be referred by either party to the Canada Industrial Relations Board for adjudication.

4:03 * Work of the Bargaining Unit

Persons who are not included in 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 permanent/seasonal 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 rights 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

- * (a) In the interest of maintaining a harmonious relationship between the Makkovik 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. The Shop Steward shall have the permission of their immediate supervisor before leaving their work area to conduct Union business.
- (b) Employees shall have the right to have a Shop Steward present on all matters relating to Employer/employee relations.

4:07 Bulletin Boards

The Employer 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. Representatives of the Union will give prior notice to the Employer before accessing employees.
- (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 No Harassment

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

- * (i) Harassment of a sexual nature which is unsolicited, one-sided and/or coercive behaviour which is comprised of sexual comments, gestures or physical contact that the individual knows, or ought to reasonably know, to be unwelcome, objectionable or offensive. The behaviour may be on a one-time basis or a series of incidents, however minor, any person may be a victim of sexual harassment.

- (ii) Harassment of a personal nature is any behaviour that endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee, which is based on race, religion, religious creed, sex, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin or Union status.

4:10 * 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 to 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 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 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 their 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 or their designate or in the event there is no Chief Administrative Officer or designate shall pass to and from the AngajukKak and the full time representative of the Union with a copy to the Shop Steward.

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 their grievance in accordance with the Grievance Procedure. The Shop Steward shall have the permission of their immediate supervisor before leaving their work area to conduct Union business.

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

It is agreed that the Shop Steward will not absent themselves from their work location for the purpose of handling grievances without first obtaining permission of the Shop Steward's Supervisor and that permission shall 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:

An employee who alleges that they have a grievance shall within five (5) working days after becoming aware of the occurrence of this grievance, submit their grievance, to the Shop Steward

Step 2:

If the Steward considers the grievance to be justified, the employee concerned, together with their Shop Steward, may, within five (5) working days following receipt of the grievance, submit their grievance in writing to the Chief Administrative Officer or designate and all parties shall attempt to settle the grievance at this stage. The Chief Administrative Officer shall, within five (5) working days of receipt of the grievance give their decision in writing to the grievor and Shop Steward

Step 3:

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

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

At all steps of the Grievance Procedure, the replies to the grievance shall be in writing.

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.

8:15 * Union Representative

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

8:16 Grievance Settlements

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

ARTICLE 9 ARBITRATION

9:01 * When either party requests that a grievance be submitted to arbitration, the request shall be made by registered or certified mail addressed to the other party of the Agreement. The request shall include a list of three (3) suggested names to act as sole Arbitrator in the dispute. Subject to Article 9:02, the party to whom notice is given shall, within ten (10) days of receipt of such notice, agree upon one of the Arbitrators and notify the other party of the name of the Arbitrator.

9:02 Failure to Agree

If the parties fail to agree on an acceptable Arbitrator, the appropriate person or body designated by the applicable Federal or Provincial legislation shall appoint an Arbitrator upon the request of either party.

9:03 * Arbitration

The Arbitrator shall determine their own procedure but shall give full opportunity to all parties to present evidence and make representations. In their attempts at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. They 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

- * (a) 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 they deem just and equitable.
- (b) Notwithstanding Article 9:04(a), an Arbitrator shall have the power to set aside a decision of the Employer to modify or eliminate 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 they shall do within twenty (20) days.

9:06 Expense of Arbitrator

Each party shall pay one-half ($\frac{1}{2}$) of the fees and expenses of the Arbitrator.

9:07 Amending of Time Limits

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

9:08 Witnesses

- (a) At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee concerned as a witness and any other witness. Employees appearing as a witness shall be considered on paid leave with no loss of wages or benefits as long as the Arbitration Hearing is held in Makkovik. Should the Arbitration Hearing take place outside of Makkovik, leave with no loss of wages and benefits shall be granted for up to two (2) employees.
- * (b) An aggrieved employee who is not on suspension and who has not been dismissed, shall be considered to be on paid leave with no loss in wages or benefits for the time period they are required to be in attendance during the Grievance Procedure related to the grievance in question.

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 their 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) A Health and Safety/Labour Management Committee shall be established consisting of two (2) co-chairs (one from the Employer and one from the Union); the Employer's representative will convene and chair the initial meeting and, thereafter, whichever side is responsible for chairing the meeting convenes the meeting – schedule and forwards a proposed agenda for input seven (7) calendar days prior to the meeting. The meetings will take place during regular working hours and the minutes will be done by a clerical staff person or a mutually agreed person.
- * (b) 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.

10:04 Function of Committee

The Committee shall concern itself with the following general matters:

- * (a) the Employer and the Union agree to co-operate in the establishment and operation of an Occupational Health and Safety Committee, as required by the Occupational Health and Safety Act to promote 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;
- * (d) protective devices and other equipment deemed necessary to protect employees properly from injury.

10:05 Meetings of Committee

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

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 shall be distributed to the membership as soon as possible after each meeting.

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 work as scheduled.

- * (b) When an employee, through no fault of their 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 they 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 the department(s) in which 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.
- (d) An employee who is required to work during a state of emergency shall be paid at the rate of time and one-half (1 ½) for all hours worked.

11:02 Travel Leave Days

Employees are eligible for up to three (3) days paid leave per calendar year as travel days, provided such leave is taken for unforeseen circumstances, particularly weather, while employees are away from the community. Travel leave days cannot be carried forward from one year to the next.

ARTICLE 12 PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

- 12:01 * The probationary period shall be that period of time as stated in the definition of "Probationary Employee" in Article 3:01(p). The termination of a probationary employee for reasons of unsuitability shall not be subject to the Grievance or Arbitration procedure.

12:02 Discipline

- (a) All dismissals, suspensions and other disciplinary actions may be subject to the formal Grievance Procedure and Arbitration Procedure as outlined in Article 8 - Grievance Procedure and Article 9 - Arbitration Procedure.
- * (b) Within five (5) working days of a verbal notification of suspension or dismissal, an employee shall be given written confirmation of the suspension or dismissal, including reasons for such action.

- * (c) An employee who is required to attend a meeting with the Employer representatives dealing with warnings, adverse reports, suspension or discharge shall be advised that they have a right to be accompanied by a Union representative.
- * (d) If, upon investigation, the Employer determines that disciplinary action is necessary, such action shall be taken based upon the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction but feels the employee should be removed from their place of employment, it shall be with pay.

12:03 * Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately 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 immediately following such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an Arbitrator, if the matter is referred to an Arbitrator.

12:04 * Adverse Reports and Warnings

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

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 Makkovik Inuit Community Government Office. An employee shall, at any reasonable time, be allowed to inspect their personnel file and such employees shall be accompanied by a representative of the Union if they so desire.

- (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.
- (c) Any document which has been or may be used for disciplinary reasons shall be removed from an employee's personnel file and destroyed after the expiration of eighteen (18) months, provided there has not been a recurrence of a similar incident during that period.

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 1 of the Grievance Procedure shall be omitted in cases of suspension or discharge.

ARTICLE 13 SENIORITY

13:01 Accrual and Application

- (a) Subject to Clause 13:01(b) and 13:04, seniority is defined as the total length of service, excluding overtime, with the Employer in a position or positions included in the bargaining unit. Service prior to the inclusion of a position into the bargaining unit shall also be recognized for seniority. Seniority shall operate on a bargaining unit wide bases.
- (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 their consent.
- * (d) Notwithstanding Clause 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 sent to the Union and posted in January of each calendar year, in an area accessible to all bargaining unit employees.

13:03 * Probation for Newly Hired Employees

Employees hired after the signing of this Agreement shall be on a probationary period in accordance with Clause 12:01 of this Agreement. During their probationary period, such employees shall be entitled to all benefits, rights, and responsibilities of this Agreement. Subject to Clause 13:04 and 20:02, probationary employees shall accrue seniority from their date of hire with the Employer.

13:04 Loss of Seniority

An employee shall lose their seniority in the event that:

- * (a) they are discharged for just cause and are not reinstated by an Arbitrator or under the Grievance Procedure;
- * (b) they resign in writing, in accordance with Clause 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 Chief Administrative Officer or without sufficient cause;
- * (d) they fail to return to work within five (5) 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 Chief Administrative Officer informed in writing of their current address. An employee who is recalled for casual work or employment at a time when they have employment which will continue for a greater duration than the recall period shall not lose their 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 Chief Administrative Officer whether or not they will return to work;

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

13:05 * Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority while outside the unit.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14:01 * Job Postings

When a vacancy occurs or a new position is created inside or outside 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.

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 all qualified 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, as assessed by the Employer, meet the required standards for the new position as advertised in the job posting. The assessment of the Employer is subject to the Grievance and Arbitration process.

14:05 * Trial Period

The successful applicant shall assume their 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, they shall be returned to their former position, wage or salary rate, if not redundant, and if redundant, then to a comparable position, wage or salary rate of their 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 their 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 the Shop Steward.

14:07 * Accommodation Process

All employees shall be entitled to avail of the workplace accommodation process as per the Workers Compensation Legislation, Occupational Health and Safety Act of NL, the Human Rights Act, and any other relevant legislation.

The Employer shall accommodate all employees to the point of undue hardship as per Human Rights legislation.

14:08 * Temporary Assignment

An employee may be temporarily assigned outside the bargaining unit, with their consent, to fulfill the roles and responsibilities of the Chief Administrative Officer 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 Chief Administrative Officer 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. Employees who obtain other positions by virtue of Clause 15:01 of this Article shall be returned to their original positions, as work becomes available, in accordance with their respective seniority.

15:03 No New Employees

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

15:04 * Notice of Layoff

Except where legislation is more favorable to an employee, the Employer shall provide employees who are to be laid off a notice of layoff which provides for the same number of working days' notice of layoff as contained in Article 25 – Termination of Employment. If, through no fault of their own, the employee has not had an opportunity to work the days of notice as provided in Article 25, they shall be paid wages or salary exclusive of overtime that they would have earned during the notice period.

ARTICLE 16 HOURS OF WORK AND WORK SCHEDULE

16:01 Hours of Work

- * (a) The normal regular hours of work for all employees shall be eight (8) hours per day or forty (40) hours per week. The hours of work for inside employees shall be from 8:30 a.m. to 4:30 p.m. Monday to Friday unless otherwise mutually agreed.
- (b) There shall be a one-hour unpaid meal break.
- * (c) Past practice with respect to the flex time hours for required attendance to Council meetings for the Director of Recreation & Community Events and Supervisor of Operation and Public Works will continue.

16:02 Rest Periods

- (a) Employees shall receive a fifteen (15) minute rest break in the first half of a shift and a fifteen (15) minute rest break in the second half of a shift.
- (b) A part-time employee who works at least four (4) hours per shift shall be entitled to one (1) rest period of fifteen (15) consecutive minutes during that shift.
- (c) Employees shall be entitled to ten (10) minutes at the end of each shift to wash up and/or to prepare for the next day's work.

16:03 Days Off

Days off shall be allocated at the rate of two (2) consecutive days off. The current practice of scheduling work crews to cover weekends will continue.

16:04 No Split Shifts

There shall be no split shifts, i.e., there shall be no break in shifts other than the breaks as specified in Clauses 16:01(b) and 16:02.

16:05 Fall and Winter Hours

Employees will be paid if required to work beyond normal quitting time at straight time for the first one-half (½) hour.

ARTICLE 17 OVERTIME

17:01 * Normal Overtime Rate

Overtime shall be paid at the rate of one and one-half (1 ½) times the hourly rate for all time worked in excess of the scheduled workday or work week as specified in Clause 16:01(a). Part-time employees shall not be eligible for overtime until they complete eight (8) hours of work per day, or forty (40) hours work per week as the case may be. All overtime must be approved by the Chief Administrative Officer or designate.

17:02 Leave in Lieu of Overtime (Flextime)

- * (a) Instead of cash payment for 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 Chief Administrative Officer or their designated representative. Nothing in this Article prevents the employee from receiving payment for such time upon request. Time off in lieu of overtime may be accumulated to a maximum of five (5) days.
- * (b) Flex time cannot be taken in the last two (2) weeks of work for seasonal employees unless otherwise agreed between the employee and the Chief Administrative Officer or designate.

17:03 * Meal Period

An employee recalled to work during their 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 pay.

17:04 Sharing of Overtime

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

17:05 Callback

An employee who is called back to work outside their 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

Subject to Clause 17:05 an employee who is required to work on a paid holiday as listed in Clause 18:01 shall be paid, in addition to their 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 their 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 they had worked during their regular hours during such absence.

17:09 * Overtime on an Employee's Day Off

Subject to Clause 17:05 an employee who works on their 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 three hundred dollars (\$300.00) for each shift of standby as per Article 3:01(w).
- * (b) When standby is required on a statutory holiday, the rate of compensation shall be one hundred and twenty dollars (\$120.00) for each 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) Standby duty shall be divided on an equal opportunity basis among the qualified employees.

- * (e) Compensation for standby duty shall increase by an equivalent percentage salary increase applicable at the date of each salary increase.
- * (f) An employee called back to work while on standby duty shall receive standby pay, in addition to any salary accruing, for the full duration of scheduled standby duty.

17:11 * Recall

Any seasonal employee who is recalled while on layoff status, must be paid for any hours worked and cannot accumulate flex time as per Article 17:02, if not recalled for the new employment season.

ARTICLE 18 HOLIDAYS

18:01 Paid Holidays

Employees who are not on layoff or leave of absence 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) Labrador Inuit Day
- (d) Maundy Thursday
- (e) Good Friday
- (f) Easter Monday
- (g) Victoria Day
- (h) National Indigenous Day
- (i) Canada Day
- (j) Labour Day
- (k) National Day of Truth and Reconciliation
- (l) Thanksgiving Day
- (m) Remembrance (Armistice) Day
- (n) Nunatsiavut Day
- (o) Christmas Eve
- (p) Christmas Day
- (q) Boxing Day

Three (3) floating holidays shall be granted to be scheduled by mutual consent. The employee must give at least one (1) weeks' notice.

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 regular pay in lieu of time off.

18:03 Paid Holidays During Leave

- (a) If an employee is on sick leave on a designated paid holiday, the employee shall remain on sick leave and shall take the paid holiday at another mutually agreed time.
- (b) If an employee is on annual leave on a designated paid holiday, the employee shall be charged for the paid holidays and there shall be no reduction from the employee's annual 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>Year of Service</u>	<u>Number of Days Per Year</u>
Up to 3 years	20 days
From 3 to 8 years	25 days
From 8 to 15 years	30 days
In excess of 15 years	35 days

The following provisions respecting annual leave shall apply:

- * (a) No annual leave may be taken by an employee until they have completed their probationary period.
- * (b) When an employee has had not less than one hundred and eighty (180) days of service, they may anticipate annual leave to the end of the period of their 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, they may be allowed in the year in which the change occurs, a portion of the additional leave for which they have become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed 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 their 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 Chief Administrative Officer or designate. However, subject to the operational requirements of the Makkovik Inuit Community Government, the Chief Administrative Officer or designate shall make every reasonable effort to grant the employee their annual leave at a time requested by the employee. Both parties recognize that the possibility of approving annual leave is far greater if requests are submitted to the Chief Administrative Officer prior to May 31 each year. Notwithstanding this mutual understanding between the parties, the Chief Administrative Officer or designate will approve annual leave on short notice (at least two (2) weeks) where such approval does not interfere with the efficient operation of the Town. Nothing in this Article prevents the Employer from granting leave on a shorter notice.
- (b) Employees shall be permitted to take annual leave when they are travelling outside of Makkovik 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 * Payment for Work

Employees shall have the right to refuse to work during periods of annual leave. In the event an employee agrees to work during periods of annual leave, and subject to Clause 17:05 they shall receive pay at the rate of time and one-half ($1\frac{1}{2}$) in addition to their regular rate of pay.
- 19:05 Carry Forward

* (a) An employee may carry forward to the next year any unused portion of annual leave up to a maximum of fifteen (15) days.

- (b) Seasonal and temporary employees with less than one (1) year of service shall receive four percent (4%) vacation pay in lieu of annual leave to be paid weekly. Part-time employees may have the option of accumulating vacation entitlement and receiving it later as pay or paid leave.
- (c) Seasonal employees with greater than one (1) year of service shall receive five percent (5%) vacation pay in lieu of annual leave to be paid weekly.
- (d) Notwithstanding Article 19:05(b) and (c), temporary and seasonal employees with more than five (5) seasons with the Employer shall receive an additional one percent (1%) vacation pay.

19:06 Change of Annual Leave

- * (a) An employee who becomes ill while on annual leave may change the status of their leave to sick leave effective the date of notification to the Employer.
 - (i) In the event an employee becomes ill while on annual leave, it is the responsibility of the employee to notify the Employer the first day of sickness as per Article 20:06.
- * (b) In the case of an employee who is admitted to hospital while on annual leave, they may change the status of their leave to sick leave with effect from the date they were admitted to hospital.
- (c) An employee who has entered upon annual leave may change annual leave to bereavement leave provided that such leave would qualify under Clause 21:04.

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, subject to 13:04(e).

19:08 * When an employee resigns or retires, they will only receive annual leave entitlement for the portion of the year worked.

ARTICLE 20 SICK LEAVE

20:01 Accrual of Sick Leave

- (a) Fifteen (15) days sick leave per year shall be earned by an employee at the rate of one and one-quarter ($1 \frac{1}{4}$) days for every month an employee is employed.
- * (b) The unused portion of an employee's sick leave shall accrue for their future benefit to a maximum of one hundred and twenty (120) days.
- * (c) Upon completion of their probationary period, an employee may anticipate sick leave to the end of the period of their authorized employment or to the end of the year concerned, whichever is the shorter period.
- * (d) 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 their service shall, in each case, be deemed to have had a month of service.

20:02 * Sick Leave Applicable to Probationary Employees

Upon successful completion of the probationary period, an employee may be permitted to avail of sick leave accrued within their probationary period.

- 20:03 * Where no one other than the employee can provide the needs during the illness of an immediate member of their family (as defined in bereavement leave), an employee may apply to their Supervisor to use a maximum of five (5) accumulated sick leave days per illness for this purpose subject to proof of illness by a medical certificate after five (5) days.

20:04 A deduction shall be made from the accumulated sick leave for all normal working days (exclusive of holidays) absent for sick leave. Such deductions shall be on a time-for-time basis.

- 20:05 * When an employee is laid off, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

20:06 Entitlement to Accrued Sick Leave

- * (a) The employee is responsible to see that their immediate Supervisor is advised on the first day of any absence including illness. This advice must be received as soon as possible but not later than 8:00 a.m. on the first day subject to exceptional circumstances where communication is not possible.
- * (b) If an employee is absent from work because of illness for more than three (3) consecutive working days, a medical certificate must be submitted to the Chief Administrative Officer or designate upon return to work.

20:07 * When an employee is given paid vacation or special paid leave of absence or when they are absent from work and receiving Workers' Compensation, they shall receive on their 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 their credit and the number of days of sick leave taken by them up to and including the previous 31st day of December.

20:09 Extension of Sick Leave

- * (a) When an employee reaches the maximum of the sick leave which may be awarded to them in accordance with Clause 20:01 they shall at their option, if still unfit to return to duty, proceed on annual leave if they are eligible to receive such leave, or if not, on special leave without pay.
- (b) Employees on special sick leave without pay shall continue to accrue seniority, except for periods that they would normally have been on layoff, for a maximum of two (2) years.

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 Makkovik.

21:02 Leave of Absence for Union Business

The Employer shall grant a maximum of ten (10) days per year, without pay and five (5) days a year with pay, for the purpose of attending Union functions and/or Union business. The above referenced days shall not accumulate from one year to the next.

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 any body 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 their 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, legal guardian, brother, sister, child, grandmother, grandfather, mother-in-law, father-in-law, grandchild or near relative living in the same household, three (3) consecutive working days. Stepmother, father, child, qualifies for the days identified above.
 - * (ii) In the case of the death of an employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law daughter-in-law, son-in-law, two (2) consecutive working days.
- (b) If the funeral of an employee's spouse or relative, referred in (a)(i) and (ii) above, is held outside of Makkovik, the such employees shall be eligible for three (3) additional bereavement days for the purpose of attending the funeral.
- * (c) In cases where extraordinary circumstances prevail, the Chief Administrative Officer or designate may grant two (2) additional days other than those referred to in (a)(i) and (ii) above.
- (d) One-half ($\frac{1}{2}$) day's leave shall be granted without loss of salary or benefits to attend a funeral as a pallbearer or mourner in the Community. One (1) day's leave shall be granted without loss of salary or benefits to attend a funeral as a pallbearer or mourner outside 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 (6th) month of pregnancy.
- (b) The Employer will protect the position and accrued benefits of the employee while on maternity/paternity leave.
- * (c) An employee who has been on maternity/paternity leave may return to duty after they have produced a certificate of fitness from their physician, if applicable, and at the same time has given two (2) weeks' notice of their 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 service for the accrual of 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 employee who has been on approved adoption leave may return to duty at any time during adoption leave provided two (2) weeks' notice of their intention to return is given.
- * (c) Periods of adoption leave up to seventy-eight (78) weeks shall count for accrual of seniority, annual leave, sick leave and severance pay with exceptions for periods that such employees would normally be laid off.

- (d) 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 who is summoned as a witness.

21:08 Education Leave

- * (a) An employee who is upgrading their 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 their 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 without pay and without loss of seniority in exceptional circumstances, provided that the employee has no current or accumulated annual leave available to them.

21:10 Paid Special Leave

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

- (i) participate in traditional hunting/fishing in the local area;
- (ii) to temporarily care for a sick family member living in the same household;
- (iii) to accompany a dependent family member living in the same household on a medical or dental appointment;
- (iv) to attend meeting with school authorities; or
- (v) attend to needs related to home or family emergencies.

Paid special leave is not accumulative from one year to the next and this leave shall be in addition to that provided in Clause 20:03 and will be taken at the employee's option.

21:11 Unpaid Special Leave

An employee who has been employed for a period of not less than five (5) years may, upon request, be granted special leave without pay up to a period of one (1) year. Employees, while on unpaid special leave will retain all accrued benefits earned prior to such leave but shall not accrue any benefits other than seniority during the period. Employees who would normally be laid off shall not accrue seniority during that period. Employees shall not be subject to any benefits other than seniority during this period.

21:12 * Family Violence Leave

- (a) An employee shall be granted leave with pay, not exceeding five (5) 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) Confidentiality: 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 PAYMENT OF WAGES AND ALLOWANCES

22:01 * Availability of Salary Cheques

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 payday, each employee shall be provided with an itemized statement of their wages, overtime and other payroll deductions.

22:02 Payment on Temporary Transfer, Higher Rated Job

- * (a) Upon direction from the Chief Administrative Officer 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.
- (b) An employee required to temporarily 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, except for those employees who receive vacation pay percentage, 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 payday preceding the office day on which they wish to receive their advance payment, shall receive, prior to commencement of their annual vacation, any regular pay cheque(s) which may fall due during their vacation.

22:04 Transportation

- * (a) When, in the course of their 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.
- * (b) Snowmobile Allowance

An employee who shall be required to use their personal snowmobile for Employer business, shall be reimbursed at the rate of twenty dollars (\$20.00) per week. Employees have the right to refuse to utilize their own vehicles for the Employer's business. Prior approval must be given by the Chief Administrative Officer or designate.

ARTICLE 23 PERSONAL LOSS

23:01 Subject to Clause 23:02 and Clause 23:03, where an employee, in the performance of their duty, suffers any personal loss and where such loss was not due to the employee's negligence, the Employer shall compensate the employee for any loss suffered subject to maximum of two hundred and fifty dollars (\$250.00).

- 23:02 * All incidents of loss suffered by an employee shall be reported in writing by the employee within five (5) working days of the incident to the Chief Administrative Officer or their designated representative.
- 23:03 * This provision shall only apply in respect of personal effects which the employee would reasonably have in their possession during the normal performance of their 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 * Employer Required to Provide Notice
- * (a) Except in the case of dismissal for just cause, twenty (20) working days' notice in writing shall be given to permanent and part-time employees whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
 - * (b) Except in the case of dismissal for just cause, ten (10) working days' notice in writing will be given to temporary 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.
 - * (c) Except in the case of dismissal for just cause, ten (10) working days' notice in writing will be given to seasonal 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 * Employees Required to Provide Notice
- Permanent, probationary and part-time employees shall give the Chief Administrative Officer or designate twenty (20) working days' written notice and seasonal employees ten (10) working days' written notice and temporary employees five (5) working days' written notice of intention to terminate employment.

- 25:03 * 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.
- 25:04 * The period of notice may be reduced or eliminated by mutual agreement.
- 25:05 * Upon termination of service, an employee shall receive pay for all their earned current and accrued leave not taken by them prior to the date of termination of their services plus pay for their accumulated annual leave up to a maximum of fifteen (15) days not taken by them prior to the date of termination of their services, provided, however, that any indebtedness to the Employer may be deducted from such pay. If an employee terminates their employment without giving proper notice, they shall not be eligible to receive payment for their accumulated annual leave up to the maximum of fifteen (15) working days.
- 25:06 * (a) For employees with a start date prior to April 1st, 2021, upon termination or retirement except for cause, they shall be paid fifteen percent (15%) of all sick leave that they have left in their sick leave bank.
- * (b) As of April 1st, 2021, no new employee will be eligible per Article 25:06(a).

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 their 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 their 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 August 1999, the Employer established a Pension Plan through TRIO Inc. The Employer's contribution is five percent (5%) and the employee's contributions are five percent (5%).

26:03 Northern Allowance

- * (a) All employees shall receive the Provincial rates for Northern Allowances as defined within the Labrador Benefits Agreement and travel allowances shall follow the Nunatsiavut Government Policy for employees and dependents.
- * (b) For the purpose of Clause 26:03(a), 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. In cases where the employee has no spouse but has dependent children such employees shall be entitled to the dependent rate.
- (c) If two (2) employees of the Town are married to each other, each will receive the single rate.
- (d) Payment will be prorated on a basis of hours worked, using two thousand and eighty (2080) hours as the divisor.

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 Makkovik Inuit Community Government will notify the Union of the proposed change.

27:02 Consultation

Meetings will be arranged between the Makkovik Inuit Community Government and the Union within ninety (90) days of the Makkovik 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 Makkovik 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 Makkovik Inuit Community Government or other programs. Training shall be provided by qualified instructors at a recognized educational institution. Training is mandatory for employees, to the job in which they applied and hired for or accepted.

27:04 Where an affected employee elects not to avail of training as provided for under Clause 27:03, the Makkovik 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 Makkovik Inuit Community Government unless such employee has refused without giving reasons acceptable to the Council to avail of training in accordance with Clause 27:03.

27:05 No New Employees

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

27:07 * Employees Accessible by Email

The Employer shall be responsible for providing each employee with a work email address and ensure training is available as per provisions within Article 27. It will be the responsibility of the employee to be accessible by email and to review correspondence received electronically daily for staff updates, callbacks, work assignments, and other items pertaining to 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 in a manner that would affect employment levels, normal earnings or benefits of the employees.

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 * Protective Clothing

The Employer shall issue the following clothing only on an as needed basis and no more than once per year, to all employees who are required to work outside and/or who, because of the nature of their work, would require such clothing. Part-time, seasonal or temporary employees will qualify for protective clothing issue only after being employed by the Employer for more than three (3) consecutive months. Nothing in this Article shall reduce or eliminate any requirement under the Occupational Health and Safety Act or Regulations for the Employer to provide safety equipment and clothing.

- (a) Hard hats
- (b) Protective glasses or goggles
- (c) Welding goggles & shield
- (d) Noxious fumes face mask
- (e) Safety aprons or coveralls for handling chlorine
- (f) Welding gloves
- (g) One (1) safety vest
- (h) Disposable coveralls shall be issued for sewage cleaning

30:02 * Clothing Allowance

Full-time permanent Director of Recreation & Community Events, Recreation & Youth Co-Ordinator, Custodian and Seasonal Outside Maintenance Staff shall receive an annual clothing allowance of five hundred dollars (\$500.00). All employees shall receive the clothing allowance on the first pay period in January of each year.

The Director of Recreation & Community Events and Recreation & Youth Co-Ordinator shall receive coveralls as required, as per past practice.

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 EMPLOYER'S BUSINESS

32:01 Meal Rates

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

- * (a) Seventy-five dollars (\$75.00) per day:

Breakfast- Fifteen dollars (\$15.00)
Lunch - Twenty-five dollars (\$25.00)
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 Chief Administrative Officer or designate, vouchered expenses may be submitted.

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

32:03 Telephone Calls

An allowance for five dollars (\$5.00) shall be paid for personal long-distance calls for every second night on travel status.

- 32:04 An employee required to travel on Employer's business shall be deemed to be working for the Employer to a maximum of eight (8) hours per day and will be paid at the applicable rate of pay.
- 32:05 Receipts for all expenditures with the exception of meals shall be submitted to the Town Manager and unexpended travel advances shall be refunded to the Council.
- 32:06 Accommodations
- Employees who choose to arrange private accommodations while on travel status shall receive an allowance of fifty dollars (\$50.00) per night.
- 32:07 Babysitters
- An allowance of forty dollars (\$40.00) per day shall be paid to employees on overnight travel status provided the employee's spouse is unable to care for the children because of prior commitments acceptable to the Town Manager. Such allowances shall be paid directly to the babysitter provided a claim is submitted to the Town Manager.
- 32:08 Employees who travel on Employer's business will be given adequate time to prepare for travel.

ARTICLE 33 SALARIES

- 33:01 * Increases shall be applied to all salary scales contained in Appendix "A", effective as follows:
- April 1, 2025 – (9.4%-29.1%) Retention adjustment
 - April 1, 2026 – 3%
 - April 1, 2027 – 2%
 - April 1, 2028 – 2%

ARTICLE 34 JOB CLASSIFICATION

34:01 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.

34:02 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.

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 they are 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 (a) An employee who has five (5) or more years of continuous service in the employ of the Makkovik 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 twenty (20) weeks.

* (b) For an employee who has a start date after April 1st, 2025, and has four (4) or more years of continuous service in the employ of the Makkovik 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, Council agrees to provide a Group Life Medical and Dental Insurance Plan. The cost of the Group Life Medical Insurance Plan shall be one hundred percent (100%) payment by the Employer for full-time employees.

ARTICLE 37 DURATION

- 37:01 * Agreement in Force

This Agreement shall be effective from April 1, 2025, and shall remain in full force and effect until March 31, 2029, or until a new Collective Agreement is signed by the parties, whichever is later.

- 37:02 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.

- 37:03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within thirty (30) calendar days following receipt of notice under Clause 37:02, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

ARTICLE 38 FISCAL PERIOD

- 38:01 * The fiscal year for Makkovik Inuit Community Government will be from January 1 to December 31 annually. Travel allowances will be disbursed during the first pay period after January 1 Adjustments during the transition period, being the 2025 calendar year, will be made by the employer. No employee will be adversely affected by this change.

*

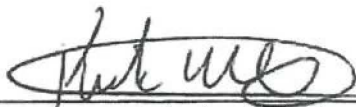
LETTER OF UNDERSTANDING**Canada Labour Code**

As federal government employees are supported by the Canada Labour Code and the current Agreement will not violate the provisions of this code. All federal government services to assist with negotiations will be provided if deemed necessary by both parties.



Signed on behalf of the Employer

14 April 2025
Date



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

April 14th, 2025
Date

MEMORANDUM OF UNDERSTANDING**Pandemic/Health Emergency Illness**

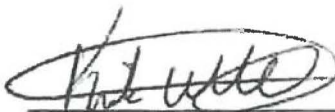
During a pandemic or public health emergency, employees who are asymptomatic but recommended or directed to self-isolate or quarantine will be placed on special leave with pay for all missed work hours to a maximum of seventy-five (75) hours. Permanent part-time employees will be paid for all scheduled shifts to a maximum of seventy-five (75) hours.

If employees are not exhibiting symptoms and can work from home, the Employer may require employees to do so during the period of self-isolation. Otherwise, employees will remain on special leave with pay. Should the individual exhibit acute illness or symptoms relating to the pandemic or health emergency, special leave with pay will revert to sick leave, annual leave, or time off in lieu where sick leave has been exhausted.

Employees will not be required to provide medical documentation for one period of fourteen (14) days.


Signed on behalf of the Employer

14 April 2025
Date


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

April 14th, 2025
Date

*

APPENDIX "A"**Salaries**

<u>POSITION</u>	<u>April 1, 2025</u>	<u>April 1, 2026</u>	<u>April 1, 2027</u>	<u>April 1, 2028</u>
Director of Recreation & Community Events	\$30.44	\$31.35	\$31.98	\$32.62
Water & Sewer Maintenance Worker	\$31.56	\$32.51	\$33.16	\$33.82
Supervisor of Operations & Public Works	\$34.50	\$35.53	\$36.24	\$36.96
Municipal Worker	\$28.62	\$29.48	\$30.07	\$30.67
Heavy Equipment Operator	\$30.09	\$30.99	\$31.61	\$32.24
Custodian	\$23.26	\$23.96	\$24.44	\$24.93
Office Assistant	\$28.18	\$29.03	\$29.61	\$30.20
Recreation & Youth Co-Ordinator	\$29.14	\$30.01	\$30.61	\$31.22
Arena/Maintenance Worker	\$28.62	\$29.48	\$30.07	\$30.67

Salary Implementation

April 1, 2025 – 9.4%-29.1% (Retention Adjustment)

April 1, 2026 – 3%

April 1, 2027 – 2%

April 1, 2028 – 2%

SIGNED this 14 day of April, 2025.

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 MAKKOVIK INUIT COMMUNITY GOVERNMENT:

Ray Anuk
[Signature]

[Signature]
Witness

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

[Signature]
Jerry Earle - NAPE President
[Signature]

[Signature]
Witness

Jennifer Voisey
Ole Ford