



COLLECTIVE AGREEMENT

BETWEEN

MAKKOVIK INUIT COMMUNITY GOVERNMENT

AND

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

April 1, 2009 - March 31, 2012

THIS AGREEMENT made this _____ day of _____, Anno Domini, Two Thousand and Nine;

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.
- (c) "Day of rest" means a calendar day on which the employee is not ordinarily required to perform the duties of his/her position other than:
 - (i) a designated holiday;
 - (ii) a calendar day on which the employee is on leave of absence.

- (d) "Day" means a working day unless otherwise noted.
- (e) "Demotion" means an action, 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 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. Whenever the masculine is used in this Agreement, it shall refer equally to the feminine.
- (g) "Employer" means the Makkovik Inuit Community Government as represented by the Town Manager or his 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 post 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 regular mail.
- (m) "Overtime" means work performed by an employee in excess of his/her scheduled work day 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 his/her probationary period and is employed on a full time basis without reference to any specified date of termination of service.

- (p) "Probationary employee" means a person who is employed on a permanent, temporary, seasonal or part time basis and who has not completed four (4) months of cumulative service or its equivalent in working hours or days within the bargaining unit.
- (q) "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 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 re-assignment in various positions because of the nature of their work.
- (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) "Standby" means any period of time during which an employee is required to be available for recall to work.
- (w) "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.
- (x) "Temporary assignment" means the assignment of an employee to a higher paid classification and outside his/her regular classification on an interim basis.
- (y) "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
- (z) "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.
- (aa) "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.
- (bb) "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 Labour Board or appropriate Federal Body including all other positions below that of the position of Town Manager, 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 applicable Labour Relations Board for adjudication.

4:03 Work of the Bargaining Unit

Persons who's jobs are not included in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, emergencies, or when regular employees are not available. It is understood that past practice will continue as it relates to persons who work on temporary job creation programs sponsored by the Provincial or Federal Government, provided that it is the same jobs and furthermore this arrangement will not reduce the hours of work, pay, 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 No Discrimination - Employer Shall not Discriminate

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

“Discrimination means the subordination of groups or individuals resulting from distinction, preference, restriction or exclusion that is based on improper grounds and may involve unequal treatment or may result from the differential impact of a natural policy or practice.”

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 work place. The Shop Steward shall have permission of his immediate supervisor before leaving his 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 behavior are appropriately disciplined, as necessary. The Employer and the Union agree that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint. For the purpose of this Article, harassment shall be defined as:

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

or Union status.

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 practical.

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 employee's full name and classification and social insurance number; and
- (c) changes from previous list, e.g., additions, deletions, employee status, layoff, resigned, promoted outside the bargaining unit, etc.

6:02 The Employer agrees that when issuing T-4 slips the amount of membership dues paid by an employee to the Union during the current year

will be recorded on his/her T-4 statement.

6:03 The Union shall give notice to the Employer of the authorized deductions to be made.

ARTICLE 7 CORRESPONDENCE

7:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the 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. The Shop Steward shall have permission of his immediate supervisor before leaving his 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 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 Employer's 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 Steward's 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:

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

Step 2:

Failing settlement being reached at Step 1, either party may within fifteen (15) days of receipt of the Town Manager'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 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 or its representatives may initiate a grievance and it 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 he/she 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 Notification of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement. The request shall include a list of three suggested names to act as sole Arbitrator in the dispute. Subject to 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 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

- (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 he/she deems just and equitable.
- (b) Notwithstanding Article 9:04(a), an Arbitrator shall have the power to set aside a decision of the Employer and 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 he/she shall do within twenty (20) 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 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 witnesses 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 he/she is required to be in attendance during the grievance procedure related to the grievance in question.

9:09 Conflict of Interest

No person 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 quarter 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 Employer's representative and the Vice Chairperson will be selected by the Union.

10:05 Minutes of Meeting

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

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 ABSENCE FROM WORK DUE TO WEATHER CONDITIONS

11:01 Adverse Weather Conditions

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

- (a) All employees are due to report to work as scheduled.
- (b) When an employee, through no fault of his/her own, is unable to report to work because of adverse weather decided by the Employer or because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall he/she be required to make up, in any way, for time lost due to not reporting for work.
- (c) Notwithstanding Clause 11:01 (a) above, the Employer reserves the right to close down or reduce staffing levels in any Department(s) in which event employees so affected will not be required to report for duty and shall be paid in accordance with the terms of Clause 11:01 (b) above.
- (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&1/2) for all hours worked.

11:02 Travel Leave Days

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

ARTICLE 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(q). 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 and arbitration procedure as outlined in Article 8 - Grievance Procedure and Article 9 - Arbitration.
- (b) Within five (5) days of an oral notification of suspension or dismissal, an employee shall be given written confirmation of the suspension or dismissal, including reasons for such action.
- (c) An employee who is required to attend a

meeting with the Employer representatives dealing with warnings, adverse reports, suspension or discharge shall be advised that he/she has a right to be accompanied by a Union representative.

- (d) If, upon investigation, the Employer determines that disciplinary action is necessary, such action shall be taken based upon the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.

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 his/her former position without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an Arbitrator, if the matter is referred to an Arbitrator.

12:04 Adverse Reports and Warnings

The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within five (5) working days of the Employer's becoming aware of the event of the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time. An adverse report 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, warnings 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 his/her personnel file and such employees shall be accompanied by a representative of the Union if he/she so desires.

- (b) A copy of any document placed on an employee's personnel file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.
- (c) Any document which has been or may be used for disciplinary reasons shall be removed from an employees 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 Clauses 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 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 Clause 3:01 (y), 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 year.

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 and rights 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 his/her seniority in the event that:

- (a) he/she is discharged for just cause and is not re-instated by an Arbitrator or under the Grievance Procedure;
- (b) he/she resigns in writing, in accordance with Clause 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 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 Town Manager informed in writing of his/her current address. An employee who is recalled for casual work or employment at a time when he/she has employment which will continue for a greater duration than the recall period shall not lose his/her recall rights for refusal or failure to return to work with the Employer for the duration of the recall period. Upon receipt of notice of recall, the employee shall, within two (2) working days,

notify the Town Manager whether or not he/she will return to work;

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

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 Employer's premises for a period of not less than seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Local President.

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

14:06 Notification of Successful Applicant

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

14:07 Handicapped Worker Provision

An employee who has become incapacitated by injury or illness will be employed in other work which he/she can do providing a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to bump a less senior employee.

14:08 Disabled Employee's Preference

An employee who has been incapacitated by his/her work by injury or compensable occupation disablement and is unable to perform his/her regular duties will be employed in other work which he/she can do providing a suitable position is available and the applicable rate for the new position will apply. Such employee shall not displace an employee with more seniority. An employee displaced as a result of this Clause shall have the right to bump a less senior employee.

14:09 Older Worker Provision

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

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 on layoff 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 or 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 of recall or an opportunity to return to their own positions as the case may be,

provided that those being recalled or returned to their own positions are qualified to perform the work required.

15:04 Notice of Layoff

Except where legislation is more favourable 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 his/her own, the employee has not had an opportunity to work the days of notice as provided in Article 25, 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 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 shall be from 8:00 a.m. to 4:30 p.m. from October 1 to March 31 from Monday to Friday.
- (b) There shall be a one hour unpaid meal break
- (c) Past practice with respect to the flex time hours for required attendance at Council meetings for the Town Clerk, Fire Chief, Recreation Director and Works Superintendent will continue.
- *(d) The Building Custodian shall be scheduled to work a minimum of fifteen (15) hours per week.
- (e) The Animal Control Officer shall be scheduled to work not less than twenty-one (21) hours per week and notwithstanding Clause 17:05 a minimum of two (2) hours pay for each callback thereafter.

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

The hours of work for all full time employees shall be reduced by one half (½) hour per day without loss of pay and benefits. This reduction shall occur at the end of each scheduled shift and be effective from the first Monday of October to the end of the last Friday in March. In the event that employees are required to work overtime during Fall and Winter Hours, the first one half (½) hour of each day shall be worked at straight time overtime.

ARTICLE 17 OVERTIME

17:01 Overtime Rate

Overtime shall be paid at the rate of one and one half (1 1/2) times the hourly rate for all time worked in excess of the scheduled work day 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 work per day or forty (40) hours work per week as the case may be. All overtime must be approved by the Town Manager.

17:02 Leave in Lieu of Overtime (Flexitime)

Instead of a 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 Town Manager or his/her designated representative. Nothing in this Article prevents the employee from receiving payment for such time upon request. Time off in lieu of overtime may be accumulated to a maximum of five (5) days.

17:03 Meal Periods

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

17:04 Sharing of Overtime

Overtime and call back 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 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

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 his/her regular pay, time and one-half (1 1/2) 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

Subject to Clause 17:05 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 forty-five (\$45.00) dollars for each twenty four (24) hour shift of

standby.

- *(b) When standby is required on a statutory holiday, the rate of compensation shall be fifty-five dollars (\$55.00) for each twenty four (24) hour shift of standby.
- (c) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.
- (d) Standby duty shall be divided on an equal opportunity basis among the qualified employees.
- (e) The past practice with respect to compensation to the Maintenance Supervisor for Standby shall continue.
- (f) Compensation for standby duty shall increase by an equivalent percentage salary increase applicable at the date of each salary increase.
- (g) 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.

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) Nunatsiavut Day
- (d) Good Friday
- (e) Easter Monday
- (f) Victoria Day
- (g) Canada Day
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Remembrance (Armistice) Day
- (k) Christmas Eve
- (l) Christmas Day
- (m) Boxing Day
- (n) Labrador Inuit Day

Three (3) floating holidays shall be granted to be scheduled by mutual consent. The employee must give at least one (1) week's 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 holiday 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>Years of Service</u>	<u>Number of Days Per Year</u>
Up to 3 years	20 days

From 3 to 8 years	25 days
From 8 to 15 years	30 days
In excess of 15 years	35 days

The following provisions respecting annual leave shall apply:

- (a) No annual leave may be taken by an employee until he/she has not less than one hundred and twenty (120) days of service after probationary period prior to taking leave.
- (b) When an employee has had not less than one hundred and eighty (180) days of service, he/she 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 Makkovik 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. Both parties recognize that the possibility of approving annual leave is far greater if requests are submitted to the Town Manager prior to May 31 each year. Notwithstanding this mutual understanding between the parties, the Town Manager will approve annual leave on short notice (at least two 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 break down; 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 he/she shall receive pay at the rate of time and one-half (1 ½) in addition to his/her regular rate of pay.

19:05 Carry Forward

- * (a) An employee may carry forward to the next year any unused portion of annual up to a maximum of fifteen (15) days.
- (b) Seasonal and temporary employees with less than one year of service shall receive four (4%) percent 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 year of service shall receive five (5%) percent 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 (1%) vacation pay.

19:06 Change of Annual Leave

- (a) An employee who becomes ill while on annual leave may change the status of his/her leave to sick leave effective the date of notification to the Employer.
- (b) In the case of an employee who is admitted to 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.
- (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, he/she 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&1/4) days for every month an employee is employed.
- (b) The unused portion of an employee's sick leave shall accrue for his/he future benefit to a maximum of one hundred twenty (120) days.
- (c) Upon the completion of his/her probationary period, an employee may anticipate sick leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.
- (d) For the purpose of this Article, an employee who is paid full salary or wages in respect of not less than one-half (1/2) of the days in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.

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 his/her probationary period.

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 subject to proof of illness by a medical certificate after five (5) days.

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

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 Entitlement to Accrued Sick Leave

- (a) The employee is responsible to see that his/her 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 Town Manager upon return to work.

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 Extension of Sick Leave

- (a) When an employee reaches the maximum of the sick leave which may be awarded him/her in accordance with Clause 20:01 he/she shall at his/her option, if still unfit to return to duty, proceed on annual leave if he/she is eligible to receive such leave, or if not, on special sick leave without pay.
- (b) Employees on special sick leave without pay shall continue to accrue seniority, 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) person days per year, without pay and five (5) person 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 his/her term of office.

21:04 Paid Bereavement Leave

- (a) An employee shall be entitled to bereavement leave with pay as follows:
 - (i) In the case of the death of an employee's spouse, mother, father, 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.
 - (ii) In the case of the death of an employee's aunt, or uncle, brother-in-law, sister-in-law, daughter-in-law, son-in-law, two (2) 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, then such employees shall be eligible for two (2) additional bereavement days for the purpose of attending the funeral.
- (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) and (b) above.
- (d) One-half (½) day's leave shall be granted without loss of salary or benefits to attend a funeral as a pallbearer or mourner.

21:05

Maternity/Paternity Leave

- (a) An employee shall be eligible for fifty-two (52) 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/paternity leave.
- (c) An employee who has been on maternity/paternity leave may return to duty after she has produced a certificate of fitness from her physician, if applicable, and at the same time has given two (2) weeks' notice of his/her intention to so return.
- (d) An employee may be awarded sick leave for illness that is the result of or may be associated with pregnancy.
- (e) Periods of leave up to fifty-two (52) weeks shall count as service for the accrual of seniority, annual leave, sick leave and severance pay with exceptions for any periods that the employee would have normally been laid off.
- (f) Notwithstanding Clause 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 fifty-two (52) 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 his/her intention to return is given.
- (c) Periods of adoption leave up to fifty-two (52) weeks shall count for the accrual of seniority, annual leave, sick leave and severance pay with exceptions for periods that such employees would normally be laid off.

- (d) Notwithstanding Clause 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 summonsed as a witness.

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 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, 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:

- participate in traditional hunting/fishing in the local area;
- to temporarily care for a sick family member living in the same household;
- to accompany a dependent family member living in the same household on a medical or dental appointment;
- to attend meetings with school authorities;

- 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 for in Clause 20:03 and will be taken at the employees 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 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.

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 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.
- (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 pay day preceding the office day on which he wishes to

receive his/her advance payment, shall receive, prior to commencement of his/her annual vacation, any regular pay cheque(s) which may fall due during his/her vacation.

22:04 Transportation

When, in the course of his/her duty, an employee is required by the Employer to travel on the Employer's business, transportation shall be provided by the Employer or the Employer may require the use of the employee's own vehicle with reimbursement at the rate of forty cents (40¢) per kilometer. Employees have the right to refuse to utilize their own vehicles for the Employer's business.

ARTICLE 23 PERSONAL LOSS

23:01 Subject to Clauses 23:02 and 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 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) 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 be required to 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 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.

25:02 Employer Required to Provide Notice

- (a) 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.
- (b) 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.

25:03 Employees Required to Provide Notice

Permanent and probationary employees and part-time employees shall give the Town Manager twenty (20) working days' written notice, seasonal employees ten (10) working days' written notice and temporary employees five (5) 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.

25:07 * Upon termination or retirement except for cause, an employee shall be paid for fifteen percent (15%) of all sick leave that the employee has left in his/her sick leave bank

ARTICLE 26 EMPLOYEE BENEFITS

26:01 Injury on Duty Leave

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

26:02 Pension Plan

Effective August, 1999 the Employer established a Pension Plan through Newfoundland and Labrador Municipal Benefits Inc. The Employer's contribution is 5% and the Employee's contributions are 5%.

26:03 Safety

- (a) The Employer and the Union agree to co-operate in the

establishment and operation of an Occupational Health and Safety Committee, as required by the Occupational Health and Safety Act.

- (b) All matters dealing with safety shall be discussed by the Occupational Health and Safety Committee.
- (c) Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.

26:04

Northern Allowance

- * (a) (i) Subject to Clause 26:04 (c) and effective April 1, 2006, Northern Allowance will be paid, during each pay period, to each employee accumulating at the following rates:

Single	\$3,000 per year
Dependent	\$5,975 per year

- (ii) For the purpose of Clause 26:04 (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. In cases where the employee has no spouse but has dependent children such employees shall be entitled to the dependent rate.
- * (b) Effective April 1, 2009, employees shall each receive a travel allowance of four hundred (\$400) dollars per year to be paid during the first pay period of the new fiscal year (April 1st) for all employees. Employee's spouse and dependents shall also receive travel allowance of two-hundred (\$200) dollars per year. Employees who work less than a full year shall be pro-rated for the actual time worked and will be paid during the last pay period of their employment or the first pay period in April, whichever occurs first.
- (c) If two (2) employees of the Town are married to each other, each will receive the single rate.
- (d) Payment will be pro-rated on a basis of hours worked, using 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.

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 re-assign 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.

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 permanent 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 and shield
- (d) Noxious fumes face masks
- (e) Safety aprons or coveralls for handling chlorine
- (f) One (1) pair of safety mitts for Animal Control Officer
- (g) Welding Gloves
- (h) One (1) Safety Vest
- (i) Disposable coveralls shall be issued for sewage cleaning

30:02 * Clothing Allowance

Full Time Permanent Outside Maintenance Staff

- Annual Allowance of \$375.00
- Maintenance Super to receive coveralls as required as per past practice

Fire Chief

- Annual allowance of \$275.00
- Coveralls as required as per past practice

Recreation Director and Recreation Assistant

- Annual allowance of \$275.00
- Coveralls as required as per past practice
-

Office Staff, Animal Control Officer and Building Custodian

- Annual allowance of \$100.00

Seasonal outside maintenance staff shall receive an annual allowance of \$225.00.

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 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) Forty-eight dollars (\$48.00) per day:

Breakfast - Eleven dollars (\$11.00)

Lunch - Seventeen dollars (\$17.00)

Dinner - Twenty dollars (\$20.00)

(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 Telephone Calls

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

32:04 * An employee required to travel on the Employer's business shall be deemed to be working for the Employer to a maximum of eight (8) hours per day and will be paid at the applicable rate of pay.

32:05 Receipts for all expenditures with the exception of meals shall be submitted to the Town Clerk and unexpended travel advances shall be refunded to Council.

32:06 Accommodations

Employees who choose to arrange private accommodations while on travel status shall receive an allowance of fifty (\$50.00) dollars per night.

32:07 Babysitters

An allowance of forty (\$40.00) dollars 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 AND NORTHERN ALLOWANCE

33:01 A fifty (\$.50) cents per hour increase shall be applied to all salary scales contained in Appendix "A", effective as follows:

- April 1, 2009 - 50 cents
- April 1, 2010 - 50 cents
- April 1, 2011 - 50 cents

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 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.

ARTICLE 35 SEVERANCE PAY

35:01 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.

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 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 * Agreement in Force

This Agreement shall be effective from April 1, 2009, and shall remain in full force and effect until March 31, 2012 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.

LETTER OF UNDERSTANDING

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

**APPENDIX "A"
SALARIES AND NORTHERN ALLOWANCES**

POSITION	SALARY	April 1, 2009	April 1, 2010	April 1, 2011	
Recreation Director	16.60	17.10	17.60	18.10	
Fire Chief	16.60	17.10	17.60	18.10	
Town Clerk	16.60	17.10	17.10	18.10	
Maintenance Worker	18.28	18.78	19.28	19.78	
Works Supervisor	21.06	21.56	22.06	22.56	
Recreation Assistant	13.19	13.69	14.19	14.69	
Seasonal Labour	12.63	13.13	13.63	14.13	
Municipal Worker	12.63	13.13	13.63	14.13	
Heavy Equipment Operator	15.59	16.09	16.59	17.09	
Building Custodian	10.82	11.32	11.82	12.32	
Animal Control Officer	10.82	11.32	11.82	12.32	
Office Assistant	15.59	16.09	16.59	17.09	
Recreation & Youth Co-ordinator	15.59	16.09	16.59	17.09	

NORTHERN ALLOWANCE

April 1, 2009 - \$2.88 per hour.

NOTES:

1. Salary scale for each classification above \$10.00 per hour shall be reduced by \$1.00 per hour during the probationary period.
2. Daniel LeBlanc shall be reclassified from the position of Seasonal Labourer to the position of Municipal Worker effective April 1, 2006.
3. The Position of Town Clerk will remain in the bargaining unit. Within six (6) months of the signing of the Agreement, the Employer will review the position with a view to filling it on a part-time basis.

SIGNED this _____ day of _____, 2009.

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

ON BEHALF OF THE MAKKOVIK INUIT COMMUNITY GOVERNMENT

WITNESS

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

WITNESS