

**COLLECTIVE AGREEMENT**

BETWEEN

**HAMLET OF POND INLET**

AND

**PUBLIC SERVICE ALLIANCE OF CANADA**

as represented by its component

**Nunavut Employees Union**

Effective: April 1, 2014

Expires: March 31, 2017

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## **LETTER OF UNDERSTANDING**

The Union and the Employer agree to Consider and discuss the implementation of a pension or RRSP plan in future Collective Agreements.

## **LETTER OF UNDERSTANDING #2**

The following Letter of Understanding forms part of the Collective Agreement

RE: 3<sup>rd</sup> Party Funded Positions

1. The Employer and the Union acknowledge that a number of employees are employed as a result of the Employer entering into contracts with other agencies for the provision of services. This Memorandum determines the 3<sup>rd</sup> party funded positions and special provisions which apply to these 3<sup>rd</sup> party funded positions.
2. The positions to which this Memorandum applies are Municipal Liaison Officer, Visitor Centre Manager, Community Wellness Coordinator, Librarian, Building Maintainer, Airport Maintainer, Planning Officer, Economic Development Officer, and Director of Building Maintenance.
3. The 3<sup>rd</sup> party funded positions listed in paragraph 2 shall receive wages, allowances and benefits according to the level of funding realized from these special 3<sup>rd</sup> party funded contracts, or according to the actual specifications of the contract wages, allowances and benefits, as the case may be. Severance pay as provided for in Article 38.09 shall not apply to 3<sup>rd</sup> party funded positions (for further clarification, this does not restrict the payment of severance pay which may be provided for under a 3<sup>rd</sup> party funding contract).
4. Notwithstanding the provisions of point #3, every employee in a 3<sup>rd</sup> party funded position shall receive wage increases no less than the wages increase negotiated for other employees in Appendix A, and no employee in a 3<sup>rd</sup> party funded position shall experience a reduction in any allowance or benefit as provided for in a 3<sup>rd</sup> party funded contract.
5. The Employer shall provide the Union with the specifics of the wages, allowances and benefits which apply to each employee in a 3<sup>rd</sup> party funded position, together therewith a copy of the relevant 3<sup>rd</sup> party funding contract within thirty (30) days of ratification of the Agreement, and thereafter whenever there is a change in the wages, allowances or benefits, and upon the entering into of a new 3<sup>rd</sup> party funding contract.
6. Any new positions which the Employer wishes to establish under a 3<sup>rd</sup> party funded contract shall be subject to the provision of Article 34-Classifications.
7. No employee in a 3<sup>rd</sup> party funded position shall experience a reduction in their rate of pay as a result of the implementation of this Memorandum.



Effective April 1, 2016  
all rates increase 2.5%

	Pay Range	Step 1 (\$/hr)	Step 2 (\$/hr)	Step 3 (\$/hr)	Step 4 (\$/hr)	Step 5 (\$/hr)
C	1	\$17.98	\$18.20	\$18.46	\$18.69	\$18.99
	2	\$21.66	\$21.98	\$22.25	\$22.58	\$22.89
	3	\$23.08	\$23.42	\$23.71	\$24.07	\$24.38
	4	\$24.51	\$24.85	\$25.19	\$25.54	\$25.90
	5	\$32.22	\$32.65	\$33.09	\$33.51	\$33.98
	6	\$40.87	\$41.46	\$42.04	\$42.66	\$43.26

**APPENDIX 'B' RATES OF PAY**

Effective April 1, 2014

all rates increase 2.5%

	Pay Range	Step 1 (\$/hr)	Step 2 (\$/hr)	Step 3 (\$/hr)	Step 4 (\$/hr)	Step 5 (\$/hr)
A	1	\$17.12	\$17.32	\$17.57	\$17.79	\$18.07
	2	\$20.61	\$20.92	\$21.18	\$21.49	\$21.79
	3	\$21.97	\$22.29	\$22.57	\$22.91	\$23.21
	4	\$23.33	\$23.66	\$23.97	\$24.31	\$24.65
	5	\$30.67	\$31.08	\$31.50	\$31.90	\$32.34
	6	\$38.90	\$39.46	\$40.02	\$40.60	\$41.17

Effective April 1, 2015

all rates increase 2.5%

	Pay Range	Step 1 (\$/hr)	Step 2 (\$/hr)	Step 3 (\$/hr)	Step 4 (\$/hr)	Step 5 (\$/hr)
B	1	\$17.55	\$17.76	\$18.01	\$18.24	\$18.52
	2	\$21.13	\$21.44	\$21.71	\$22.03	\$22.34
	3	\$22.51	\$22.85	\$23.13	\$23.48	\$23.79
	4	\$23.91	\$24.25	\$24.57	\$24.92	\$25.27
	5	\$31.43	\$31.85	\$32.29	\$32.70	\$33.15
	6	\$39.87	\$40.45	\$41.02	\$41.62	\$42.20

**APPENDIX 'A' List Of Classifications**

Position	Classification Level	Hours of Work
Custodial Worker	1	37.5
Garbage Truck Assistant*	2	40
Water Truck Assistant*	2	40
Garbage Truck Driver*	3	40
Municipal Liaison Officer	3	30
Clerk-Receptionist	3	37.5
Executive Secretary to Council	3	37.5
Senior Enforcement Officer	3	37.5
Community Constable	4	37.5
Arena Manager*	4	40
Water Truck Driver*	4	40
Sewage Truck Driver*	4	40
Mechanic Assistant*	4	40
Visitor Centre Manager	4	27.5
Community Hall Manager	4	40
Payroll/Accounts Payable Administrator	4	37.5
Community Wellness Coordinator	4	37.5
Water Sewer/Accounts Receivable Administrator	4	37.5
MMOS Administrator	4	40.0
Librarian	4	30.0
Recreation Coordinator	5	37.5
Building Maintainer*	5	40
Airport Maintainer	5	40
Senior Mechanic*	5	40
Finance Officer	5	37.5
Road Maintainer	5	40
Planning Officer	5	37.5
Economic Development Officer	6	37.5
Director of Building Maintenance*	6	40

\* Maintenance Employee



**both English and Inuktitut shall receive a bilingual bonus of five hundred (\$500.00) per year, prorated and paid biweekly.**

ARTICLE 53 - Re-opener of Agreement and Mutual Discussions

Re-opener of Agreement

53.01 This Agreement may be amended by mutual consent between the Employer and the Union.

Mutual Discussions

53.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties, and are prepared to discuss matters of common interest.

ARTICLE 54 - Duration and Renewal

54.01 The term of this Agreement shall be from April 1, 2014 to March 31, 2017. All provisions of this agreement shall come into effect on April 1, 2014, unless another date is specified.

54.02 Notwithstanding Clause 53.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 17, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the Canada Labour Code have been met.

54.03 Within four (4) months immediately preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the Canadian Labour Code.

54.04 Where notice to bargain collectively has been given under Clause 53.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the Canada Labour Code have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

ARTICLE 51 - Benefits

- 51.01 The Employer shall make available to eligible employee the following Northern Employee Benefit Services (NEBS) benefits:
- (a) Life Insurance
  - (b) Dependant Insurance
  - (c) Accidental Death and Dismemberment Insurance
  - (d) Long Term Disability Insurance
- 51.02 All issues or questions concerning NEBS benefits shall be determined by NESS. The cost of the premiums for these benefits will be paid by the Employer and the employees as determined by NESS.
- 51.03 The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.
- 51.04 The Employer shall advise the pension plan and insurance plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, new eligible employees under these plans, and other required data as determined by these plans without delay.
- 51.05 The Employer shall remit all required contributions and premiums for the plans under this Article within a reasonable period, and shall forward all claims under these plans in a timely manner.
- 51.06 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which are intended for distribution to the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.

RRSP Plan

- 51.07 The Employer shall match employee RRSP contributions to a maximum of \$1,000 per contribution year (March 1 to the last day in February).
- 51.08 Employees will have the option of making RRSP contributions by automatic payroll deduction. If an employee makes RRSP contributions through means other than payroll deduction, s/he must furnish proof to the Employer no later than January 31 that s/he has made an RRSP contribution in order to receive the matching funds.

ARTICLE 52 - Bilingual Bonus

- 52.01 **Employees, who are not assigned duties of translation and interpretation in their job descriptions and who are required, expressly and in writing, by the Employer to use**

The Northern Allowance amounts are as follows:

Effective April 1, 2014:	\$22,000
Effective April, 1, 2015:	\$23,000
Effective April 1, 2016:	\$24,214

- 49.02 No later than April 1<sup>st</sup> of each fiscal year, employees shall be entitled to elect by notice in writing to take up to 50% of the Northern Allowance by way of lump sum payment on the following March 31<sup>st</sup>, and the remaining portion of the allowance shall be divided by 1950 (or 2080 for employees with a 40 hour work week) and shall be paid on all regular hours paid.

The Employer shall supply the notice forms on which such election in writing should be made to all employees by the February 1<sup>st</sup> immediately preceding an April 1<sup>st</sup> notice deadline.

For greater clarity, the hourly rate for any Northern Allowance paid shall be calculated as follows:

$$\frac{(\text{Northern Allowance annual amount} - \text{elected lump sum payment})}{1950 \text{ (or 2080 for employees with a 40 hour work week)}}$$

- 49.03 In the event that an employee terminates his/her employment before March 31<sup>st</sup> then he/she will receive the elected lump sum payment on a pro rated basis, calculated up to the date of termination of employment.
- 49.04 Fifty percent (50%) of an employee's Northern Allowance shall be designated as a travel allowance pursuant to the *Income Tax Act*.

#### ARTICLE 50 - Social Justice Fund

- 50.01 The Employer shall contribute one cent (\$.01) per hour worked and every employee shall contribute one cent (\$.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

- 46.05 Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Agreement while working for the Employer. They shall not be entitled to any benefits or terms and conditions of employment in this Agreement while they are attending trade training courses.
- 46.06 Upon successful completion of the Apprenticeship program, the Employer shall make every reasonable effort to provide that employee with a permanent full-time journeyperson position in the area of his trade. Where an apprentice, after completing his apprenticeship, is hired directly into a job vacancy, all time spent as an apprentice shall count towards continuous employment with the Employer.
- 46.07 Where an apprentice fails after two attempts to successfully complete a trade training course or portion of such course, the apprentice's employment with the Employer may be terminated.

#### ARTICLE 47 - Tools

- 47.01 The Employer will provide a five hundred dollar (\$500) tool allowance each year for the Mechanic. All other employees shall have tools provided by the Employer.

#### ARTICLE 48 - Vehicle Utility Allowance

- 48.01 Employees who are required and authorized in writing to bring an Employer vehicle home between November 1st and April 30th shall be paid a non-taxable allowance of ten (\$10) dollars per night to cover the cost of power for vehicle plug-in.

#### ARTICLE 49 - Northern Allowance

- 49.01 All employees, except casuals, shall be paid a Northern Allowance. This allowance shall be based upon an annual amount and shall be divided by 1950 for employees whose normal hours of work are seven and one-half (7 ½) hours per day and 2080 for employees whose normal hours of work are eight (8) hours per day. The Northern Allowance shall be paid on all regular hours paid.

Part-Time employees shall be paid on a pro-rated basis.

ARTICLE 45 - Trades

Application

45.01 The provisions of this Article shall apply to all maintenance employees identified in Appendix "A".

Protective Equipment

45.02 Where the following articles are required by the Employer or the Workers' Compensation Board:

- (a) dust protection;
- (b) eye protection, except prescription lenses;
- (c) hard hats;
- (d) ear protection;
- (e) gloves; and
- (f) welding aprons and goggles

the Employer shall supply employees with the articles of equipment as required and replace them when presented worn or damaged beyond repair by an employee. The employees shall use all required safety equipment.

ARTICLE 46 - Apprentices

46.01 The Apprenticeship, Trade and Occupations Certification Act and pursuant Regulations shall apply to all apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon hiring.

46.02 Apprenticeships shall be those recognized pursuant to the Apprenticeship, Trade and Occupations Certification Act

46.03 pay increases for apprentices shall not be automatic and shall be based upon levels of certification issued pursuant to the Apprenticeship, Trade and Occupations Certification Act and shall be effective from the date of certification.

46.04 Apprentice rates will be based on a percentage of the appropriate journeyman rates as follows:

Four Year Training Programs

Year 1	55%
Year 2	65%
Year 3	75%
Year 4	85%

Three Year Training Programs

Year 1	60%
Year 2	70%
Year 3	80%
Year 4	

(b) The Employer shall:

- (i) pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees;
- (ii) pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee;

provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee.

42.02 The employee shall not enter into any settlement agreement without the express written authority of the Employer and if he does enter into any such settlement agreement without proper authorization he agrees to waive any rights provided to him under this article;

42.03 Upon the employee notifying the Employer in accordance with clause 0 above, the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and employee agrees to cooperate fully with appointed counsel.

#### ARTICLE 43 - Part Time Employees

43.01 Part time employees shall be entitled to all benefits of this agreement on a prorated basis.

#### ARTICLE 44 - Work Clothing

44.01 The Employer shall provide the By-law Officer with a uniform. The By-law Officer shall return the uniform to the Employer when his employment terminates.

44.02 All maintenance employees identified in Appendix "A" shall be provided with

- (a) one pair of summer coveralls and one pair of winter coveralls once every one year
- (b) one pair of work boots every two years.

44.03 All Garbage, Water and Sewer Truck Drivers, and Garbage and Water Truck Assistants will be provided work gloves every three (3) months or sooner if needed.

44.04 Where the Lands Officer may be required by the Employer or the Workers' Compensation Board to wear a hardhat, gloves or safety boots they will be made available by the Employer.

44.05 The Janitor shall be issued one pair of indoor coveralls.

Workplace Hazardous Materials Information Systems

40.18

- (a) The Employer shall identify in writing, in both English and Inuktitut, new or presently used chemicals, substances or equipment present in the workplace including hazards, precautions and antidotes or procedures to be following exposure.
- (b) (b) The Employer will offer Workplace Hazardous Material Information Systems (WHMIS) training at the Employer's expense to ensure that at least one employee holds a valid certificate. Employees taking WHMIS training shall be granted leave with pay for the duration of the course.

Investigations Concerning Health/ Work Hazards and Injuries

- 40.19 The Labour/ Management Committee shall conduct such investigations as may be necessary to identify, seek remedy and/or to determine the circumstances surrounding work injuries and health hazards arising in the workplace, including third party premises. These duties shall be conducted in the presence of Labour/ Management Committee members.

ARTICLE 41 - Technological Change

- 41.01 Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements.
- 41.02 With this view, and recognizing the extensive lead time required for the selection, provision and installation of new equipment, software or materials, the Employer agrees to provide at least one hundred and twenty (120) days notice to the Union of any major technological change which would result in changes in the employment status or in this Agreement.
- 41.03 Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to meet within ninety (90) days for consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the intended technological change.

ARTICLE 42 - Civil Liability,

- 42.01 If an action or proceeding is brought against any employee or former employee for an alleged tort committed by him in the performance of his duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Employer of any such notification or legal process;

Protective Rights of Pregnant Workers

- 40.11 A pregnant worker who furnishes to the Employer a medical certificate attesting that the working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may request to be assigned to other duties including no such danger for the duration of her pregnancy. The Employer may grant this request and the assignment shall be without loss of pay or benefits.

First Aid

- 40.12 The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
- 40.13 The Employer shall ensure that first aid kits are provided and are readily accessible at all times. Said first aid kits shall be kept well in stock at all times.

First Aid Training

- 40.14 The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

Video Display Terminals

- 40.15 The Employer shall not use in the workplace any video display terminal that is not approved by the Canadian Standards Association.

Labour/ Management Committee

- 40.16 In addition to following all of the safety and health provisions of Article 40.01 to 40.15, the Labour/ Management Committee will ensure the following Articles 40.17 to 40.20 are carried out.

First Aid Attendants and :Locations

- 40.17 A list of all first aid attendants and locations in which they may be found, shall be posted in all establishments as determined by the Labour/ Management Committee.



Provision of Legislation and Employer's Policies

- 40.02 The Employer shall make available to all employees a current copy the Safety Act and Regulations, and any policies pertaining to safety and health.

Right to Refuse Dangerous Work

- 40.03 An employee shall have the right to refuse work in dangerous situations.
- 40.04 An employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are dangerous to his/her health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him/her otherwise, or until the Nunavut Safety Officer has investigated the matter and advised him/ her otherwise.
- 40.05 No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in Article 40.04 above. If another employee is going to use or operate any machine, device, material or thing or perform any part of the work that has been refused, the Employer shall notify the other employee of the refusal.

Transportation of Injured Workers

- 40.06 The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical facility and from there to his/her home when such services are immediately required for an employee as a result of injury or serious ailment occurring in the workplace.

Occupational Health Examinations

- 40.07 Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, agreed to by both Employer and employee, the examination will be conducted at no expense to the employee.
- 40.08 An employee will be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.
- 40.09 All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community.

Protective Clothing and Equipment

- 40.10 The Employer shall ensure that all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions are provided, cleaned and maintained at no cost to the employee.

(c) Responsibilities

- (i) Diagnosis and referral for treatment must be made by a duly qualified medical and/ or addictions practitioner.
- (ii) The decision to accept or reject available counseling and treatment benefits is the responsibility of the employee. The supervisor is responsible for identifying any situation involving unsatisfactory work performance or poor interpersonal work relationships.
- (iii) The employee who has an identified alcohol and substance abuse problem must accept conditions related to the rehabilitation process.
- (iv) The employee must accept the responsibility to take positive personal action, which may involve:
  - (a) referral for assessment;
  - (b) cooperation fully in any prescribed treatment and rehabilitation program; and
  - (c) active rehabilitation, which may take up to one (1) year or possibly longer and may initially involve care at a rehabilitation centre.

(d) Summary

- (i) To ensure that the Employee Assistance Program will be effective, management and staff must recognize and adhere to the following principles:
  - (a) the Employer recognizes that alcohol and substance abuse are medical/ psychological disorders that create social and personal problems;
  - (b) a person who seeks advice or treatment regarding their alcohol and substance abuse problems will not be subject to penalties;
  - (c) matters pertaining to an individual seeking advice or treatment will be strictly confidential.

ARTICLE 40 - Safety and Health

40.01 The Employer shall comply with all applicable federal, territorial, and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

(a) Purpose

- (i) To establish and outline the policy of the Employer in relation to employees whose alcohol and/or substance abuse is interfering with satisfactory work performance. Nothing in this policy replaces or negates the provisions of other policies on alcohol and/or substance abuse during working hours.
- (ii) The rising incidence of alcohol and substance abuse is of growing concern among employers, employees and families. Social drinking, which has no job related problems, is irrelevant to the Employers. However, an employee whose alcohol and/or substance abuse problems interferes with work performance, attendance or interpersonal work relationships may become a major concern to the Employer.

(b) Policy

- (i) The Employer recognizes that alcohol and substance abuse are disorders which are preventable and amenable to treatment. The objective of this policy is to encourage employees to recognize early symptoms and patterns of alcohol and substance abuse and to provide assistance to the process of rehabilitation to the afflicted individual. The benefits and consideration that are extended to employees during an illness may be made available to those persons affected by alcohol and substance abuse for authorized absence to undergo assessment and approved treatment and hospitalization.
- (ii) The decision to undertake treatment is the responsibility of the employee. The decision to seek treatment will not affect job security. In cases where employees refuse to recognize their problem and persist in substandard work performance or poor attendance, disciplinary action may be taken and may result in dismissal.

38.09 An employee who is laid off is entitled to be paid severance pay at the time of layoff. In the case of an employee who is laid off for the first time following the signing of this Agreement, the amount of severance pay shall be two (2) weeks pay for the first completed year of continuous employment, two (2) weeks pay for the second complete year of continuous employment and one (1) weeks pay for each succeeding complete year of continuous employment, to a maximum of ten (10) weeks. Severance pay in the case of second and subsequent layoffs shall be reduced by any amount of severance pay paid as a result of previous layoffs.

38.10 An employee, who is continuously laid off for a period of twelve (12) consecutive months, shall be considered terminated from his employment with the Employer.

Cooling Off Period – Three (3) Working Days

38.11 An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within three (3) working days.

38.12 Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge effective the date that the employee sought to return to work and may be grieved as a discharge.

38.13 This entitlement will only apply once during the term of the collective agreement.

ARTICLE 39 - Labour-Management Committee

39.01 A Labour-Management Committee will be formed.

(a) The duties of the Committee shall be:

(i) to review health and safety concerns of the employees and/ or the Employer;

(ii) to review work procedures, improved methods and other matters of mutual interest suggested by employees or being implemented by the Employer;  
and

(iii) to make recommendations to the Employer.

39.02 The Labour-Management Committee shall be comprised of two(2) representatives each of the Union and the Employer, with each party choosing their own representatives.

39.03 The Labour-Management Committee will meet any time at the request of either party, but in any event will meet at least once every six (6) months.

Employee Assistance Plan.

39.04

- (b) if he resigns voluntarily;
- (c) if he abandons his position;
- (d) if he is on layoff for more than twelve (12) months;
- (e) if, following layoff, he fails to return to work within ten (10) working days of being recalled.

#### ARTICLE 38 - Layoff and Job Security

38.01 Layoffs will be made, when necessary, in reverse order of seniority, within the classification of work to be so reduced.

##### Notice

38.02 The Employer shall notify the Union and employees who have less than one year of continuous service, and who are to be laid off, or who may be potentially laid off, at least ten (10) days prior to the effective date of the lay off. The Employer shall notify the Union and employees who have one year or more of continuous service, and who are to be laid off, or who may be potentially laid off, at least eight (8) weeks prior to the effective date of the lay off.

##### Recall

38.03 The last employee laid off within the classification shall be the first recalled, subject to Clause 38.10.

##### Notice of Recall

38.04 The Employer shall give notice of recall personally or by registered mail. At the same time, the Employer shall notify the Union in writing of the recall.

38.05 Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.

38.06 Where notice of recall is given by registered mail, notice is deemed to be given ten (10) days from the date of mailing.

38.07 The employee:

- (a) shall notify the Employer of his intention to return to work within five (5) working days;
- (b) shall return to work within ten (10) working days of receipt of notice of recall.

38.08 A new employee will not be hired to fill the job of a laid off employee while there are laid off employees in that classification who are eligible for recall.

ARTICLE 36 - Term Employees and Casual Employees

- 36.01 No term position shall have a stated term of more than two (2) years, except for:
- (a) term journeyperson positions, which may last for such period as is necessary for the apprentice working under the journeyperson to finish his apprenticeship; and
  - (b) term positions replacing employees on union leave under Clause 12.12.
- 36.02 Term and casual employees are not entitled to the provisions Article 38 (Layoff) at the end of their term.
- 36.03 If a term works in the same position for two (2) years with no break in service that is longer than thirty (30) days, that employee shall become indeterminate.
- 36.04 A series of term employees shall not be used instead of hiring an indeterminate employee.

Casual Employees

- 36.05 Where the Employer anticipates the period of employment to be in excess of four (4) months, the employee shall be hired on a term basis.
- 36.06 Where a casual employee's term of employment is extended beyond four (4) months, the employee shall become a term employee effective the day after the employee has been employed for four (4) months. The term of the employee shall be for two (2) years from the date that the employee commenced employment as a casual employee.
- 36.07 A series of casual employees shall not be used instead of hiring a term employee.

ARTICLE 37 - Seniority

- 37.01 Seniority is defined as the length of service with the Employer and shall be applied on a bargaining unit wide basis.
- 37.02 A newly hired employee shall be on probation for a period of six (6) months. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement except where his rights are otherwise limited by this Agreement.
- 37.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept current, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every year.
- 37.04 Seniority shall not accumulate during a leave of absence without pay and during layoff.
- 37.05 An employee shall lose his seniority and is terminated in the following circumstances:
- (a) if he is discharged for just cause and is not reinstated;

ARTICLE 35 - Employee Performance Review and Employee Files

Employee Performance Review

- 35.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal.
- 35.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals.

Employee Files

- 35.03 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee if the employee has not been provided with a copy.
- 35.04 Any document or written statement related to disciplinary action, which is to be placed in the employee's file shall be copied to the employee at the time when it is to be put in the file.
- 35.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after twenty-four (24) months has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 35.06 Upon written request of an employee the personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.
- 35.07 The Employer agrees that there will be only one file containing employee discipline for each employee.

Performance Increments

- 35.08 An employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position.
- 35.09 For the purposes of such pay increases, the performance of the employee must be reviewed annually. The performance review, when completed, shall be sent to the employee. Pay increments that are recommended by the Employer shall be effective as of the Employee's anniversary date each year. Employees will only be entitled to one performance increment annually.
- 35.10 If a performance review is not completed within three months of the employee's anniversary date, the employee shall be granted any performance increment that the employee would be entitled to under Clause 35.07. This pay increment shall be automatic and retroactive to employee's anniversary date.

- 32.02 Vacancies shall be filled on the basis of skill, ability and qualifications. Where the Employer determines that two or more applicants for a position have the same skill, ability and qualifications, then seniority shall be the deciding factor.
- 32.03 No employee shall be transferred to another position, either inside or outside of the Bargaining Unit without his consent.
- 32.04 A probationary employee shall be eligible to apply for vacant positions in the same manner as non-probationary employees.
- 32.05 The Employer may consider an employee's previous experience when determining the wage rate for a new employee.
- 32.06 Nothing in this Article requires the Employer to fill any vacancy.

#### ARTICLE 33 - Job Descriptions

- 33.01 When an employee is first hired or when an employee is reassigned to another position in the bargaining unit the Employer shall, before the employee is assigned to that position, provide the employee with a complete and current Job Description of the position to which he is assigned.
- 33.02 Upon written request, an employee shall be given a complete and current Job Description of his position.

#### ARTICLE 34 - Classification

- 34.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall, before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within thirty (30) days from the date on which the Employer submits the new or revised classification to the Union the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 34.02 Where an employee's Job Description has changed and he believes that he is improperly classified, he shall first request a Job Description from his immediate supervisor. The Employer will provide the Job Description and a letter indicating the date the Job Description was provided to the employee. If the employee still believes he is improperly classified, he may file a grievance within the time limits set out in Article 17 (Grievance Procedure).



These rates will be adjusted as the Federal Government rates are changed.

Other Expenses

31.08 Employees shall be reimbursed for any other expense that may be authorized by the Employer.

Limitations

31.09 No item of "other expenses" or transportation will be reimbursed unless it is supported by a receipt.

Procedures

- 31.10 (a) The Employer shall authorize duty travel before the start of a trip.
- (b) When requested by the employee, an advance sufficient to cover reasonable expenses shall be provided to the employee at least one (1) banking day prior to the commencement of a trip.
- (c) Upon completion of a trip the employee shall, within ten (10) working days, submit to the Employer in writing, a list of expenses and attach corresponding receipts (if applicable), along with a personal cheque or a signed payroll deduction form as decided by the employee to cover any amount by which the travel advance exceeded the total of the claim.
- (d) Any amount by which the claim exceeds the advance shall be reimbursed to the employee within (10) working days.
- 31.11 The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest or Designated Paid Holiday or while in attendance at trades' school.

ARTICLE 32 - Vacancies

- 32.01 Where the Employer is going to fill a vacancy, the vacancy shall be posted on the Union notice board, and all other worksites of the Employer, for a period of five (5) days:
- (a) Posting shall:
- (i) indicate the job title and rate of pay,
- (ii) be open to only existing employees for the initial posting period as provided above;
- (b) An employee who wishes to apply for a vacant position shall do so on or before the closing date listed on the posting.
- (c) In the event no applications or suitable candidates are found, the Employer is permitted to post the vacancy elsewhere.

31.03 An employee who is authorized to travel on the Employers business will be reimbursed for reasonable expenses incurred.

Entitlement

31.04 The entitlements set out hereunder are subject to the limitations in this article. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this article, the claimant must explain the circumstances of his claim and justify actual expenses by receipts.

Transportation

31.05 The cost of transportation is authorized as follows:

- (a) economy air travel (employees may be entitled to travel executive class if proof is provided that economy air travel was not available on a required flight);
- (b) rented or hired cars — where pre-authorized by Employer. Employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability.

Accommodation

- 31.06 (a) Commercial Accommodation: employees may be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide government or corporate discounted rates. When making a reservation the employee must request the discounted rate, and where the stay is expected to exceed one week the employee must request any weekly or monthly rates offered if cost-effective. Receipts must be accompany commercial accommodation expenses. Where an employee is attending training or seminars and where accommodation is provided by a third party, the employee will stay at the designated accommodations.
- (b) Non-commercial Accommodation: where employees make private arrangements for overnight accommodation they may claim a rate in accordance with the Government of Nunavut rates.

Meals and Incidental Expenses

31.07 Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc.

A duty travel per diem rate in accordance with the Government of Nunavut rates will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed:

- (a) Breakfast rate in accordance with the Government of Nunavut rates
- (b) Lunch rate in accordance with the Government of Nunavut rates
- (c) Dinner rate in accordance with the Government of Nunavut rates
- (d) Incidentals rate in accordance with the Government of Nunavut rates

Salary Increases

- (a) The Employer agrees to pay any negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- (b) The Employer agrees to pay any retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which the Agreement is signed.

ARTICLE 29 - Reporting and Call Back Pay

- 29.01 If an employee reports to work on his regularly scheduled workday and there is insufficient work available, he is entitled to four (4) hours pay at the straight-time rate.
- 29.02 If an employee is recalled to a place of work for a specific duty he shall be paid the greater of:
  - (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the straight-time rate.

ARTICLE 30 - Shift Work

- 30.01 A shift premium of twenty-five cents (\$0.25) shall be paid in addition to the straight time rate for all regular hours worked between 5:00 p.m. and 7:00 a.m. This shift premium shall not be paid on hours other than regular hours.

ARTICLE 31 - Duty Travel and Expenses

- 31.01 Where an employee is required to travel on behalf of the Employer, he shall be paid:
  - (a) when the travel occurs on a regular work day, as though he were at work for all hours travelled;
  - (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rates for all hours travelled subject to a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours pay at the applicable overtime rate.
- 31.02 For the purpose of this article, hours travelled includes a one (1) hour check-in period at airports as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, but are exclusive of overnight stopovers.

out. Banked time shall be taken at a time that is mutually agreed to in advance by the employee and the Employer. Any banked time remaining at the end of a fiscal year shall be paid out.

#### ARTICLE 28 - Pay

- 28.01 Employees are entitled to be paid for services rendered for the classification to which they are appointed at the pay rates specified in Appendix "A".
- 28.02 Employees shall be paid on a biweekly basis with paydays being every second Thursday.
- 28.03 An employee's salary cheque may be deposited to credit in the bank of his choice. The employee shall pay any transfer fees charged to the Employer for this deposit.
- 28.04 Paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items shall be distributed to employees at their place of work. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 28.05 Employees who have earned overtime compensation, or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned, but in any event shall receive such remuneration on the following pay day.

#### Acting Pay

- (a) When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, he/she shall be paid acting pay calculated from the date on which he commenced to act as if he/she had been appointed to that higher classification level for the period in which he acts.
- (b) When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered a day worked for purposes of acting pay if the employee works in the acting position the day before and after the designated paid holiday.

#### Pay Recovery

- 28.06 Where an employee through no fault of his own has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the overpayment and of the Employers intention to recover the overpayment. Prior to said recovery, the Employer and the employee shall discuss the pay recovery and the Employer shall devise an acceptable recovery schedule. But in any case the recovery shall not be in excess of fifteen percent (15%) of the employee's net earnings per pay period.
- 28.07 If more than two (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

25.06 In addition to the other training opportunities provided in this Article, employees may participate in training courses provided by the Employer.

#### ARTICLE 26 - Hours of Work

26.01 The weekly scheduled hours of work assigned to classifications are included in Appendix "A".

26.02 Weekly hours of work shall be a five (5) consecutive day work week, and a scheduled work day of seven and one-half (7-1/2) or eight (8) hours as is appropriate, exclusive of a lunch period. Scheduled hours shall be posted by the Employer.

26.03 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid morning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid afternoon.

26.04 A specified meal period of one (1) hour shall be scheduled as close to the mid-point of the shift as possible.

26.05 Employees will only be paid for hours that they are at work. Nothing in this Agreement creates a guarantee of hours.

#### ARTICLE 27 - Overtime

27.01 An employee who is required to work overtime shall be paid overtime compensation for all overtime worked subject to a minimum payment of one (1) hour at the appropriate overtime rate.

27.02 Overtime work must be approved in advance by the Employer except when there is an emergency.

27.03 Employees shall record starting and finishing times of overtime worked, on a form determined by the Employer.

27.04 Overtime work shall be compensated at:

(a) time and one and one-half (1 1/2 x) for all hours worked except as provided in (b) below; and

(b) double time (2x) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2x) for all hours worked on the second or subsequent days of rest provided the days of rest are consecutive.

27.05 Employees may choose to accumulate up to eighty (80) hours per year of banked time in lieu of overtime, work on Designated Paid Holidays and call back pay. All overtime, work on Designated Paid Holidays and call back pay in excess of eighty (80) hours must be paid

- (f) Leave granted under this Clause shall be counted for the calculation of “ continuous employment”.
- (g) A certificate from a medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

24.09 Subject to operational requirements, an employee, other than an employee on leave of absence without pay or under suspension, may be granted leave without pay for a period of up to a maximum of five (5) days per fiscal year to do public service work which is in the interest of the Employer or Nunavut. Examples of such leave include performing duties, exercises, and training for firefighting or search and rescue. Such leave shall not be unreasonably denied.

#### ARTICLE 25 - Short Term Leave for Training Purposes

- 25.01 Leave with or without pay to take advanced or supplementary professional or technical training up to one academic year may be granted by the Employer to employees upon written application.
- 25.02 Full or partial financial assistance in respect of salary and benefits, tuition, travelling and other expenses may be granted during such leave
- (a) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to him; or
  - (b) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work; or
  - (c) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
- 25.03 Where an employee provides the Employer with evidence that he has successfully completed a course the Employer may reimburse the employee for tuition fees paid by him if the course is of value to the employee’s work and does not require him to be absent from duty.
- 25.04 Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation for the employee to return after leave to work for the Employer for a period equivalent to the leave.
- 25.05 Where a request for leave under this article has been submitted by an employee, the Employer shall, within sixty (60) calendar days from the date of the employee’s submission, advise the employee whether his request has been approved or denied.

- (e) Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of fifty-two (52) weeks.
- (f) When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave allowance payments shall not exceed a total of fifty-two (52) weeks for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of fifty-two (52) weeks for both employees combined.

#### Other Benefits During Leave

- (g) An employee returning to work from parental leave retains his/her service credits accumulated prior to taking leave.
- (h) If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.

#### 24.08 Compassionate Care Leave

- (a) Both parties recognize the importance of access to compassionate care leave to provide care and support to a gravely ill family member who has a significant risk of death.
- (b) For the purpose of this Article, the definition of “family member” under the provisions of compassionate care leave in the *Canada Labour Code* shall apply.
- (c) An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
  - (i) the day the certificate is issued; or
  - (ii) if the leave was commenced before the certificate was issued, the day the leave was commenced.
- (d) An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- (e) Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.

- (iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (c) Leave granted under this Article shall be counted for the calculation of “continuous employment” and “continuous service”.

Maternity-related Reassignment or Leave

- (d) Where a pregnant or nursing employee produces a statement from her physician that her working conditions may be detrimental to her health, that of her foetus or her nursing child, the Employer shall either change such working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.

Other Benefits During Leave

- (e) An employee returning to work from maternity leave retains her service credits accumulated prior to taking leave.
- (f) If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.
- (g) Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.

24.07 Parental Leave

- (a) After six (6) months of continuous service, where an employee has or will have the actual care or custody of his/her newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee’s care and custody.
- (b) An employee who intends to request parental leave without pay shall provide four (4) weeks notice to the Employer. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- (c) Leave granted under this Article shall be counted for the calculation of “continuous employment” and “continuous service”.
- (d) Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks.



- (a) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct; or
- (b) sickness resulting from the nature of his employment; or
- (c) over-exposure to radioactivity or other hazardous conditions in the course of his employment

if the employee assigns to the Employer any amount due to him from the Worker's Compensation Board for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure.

- 24.03 While the parties are awaiting the decision of the Workers Compensation Board as to the compensability of the injury, the employee shall use his sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits. If the injury is compensable, the Employer shall credit the employee with sick leave credits used.

#### Hunting or Harvesting

- 24.04 Subject to operational requirements, leave without pay shall be granted on very short notice to an employee in order to meet traditional hunting or harvesting opportunities. Such leave shall not be unreasonably denied.

#### Emergency Leave

- 24.05 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in an emergency or unusual circumstances.

#### 24.06 Maternity Leave

- (a) After six (6) months of continuous service, an employee who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave. At the employee's request the Employer shall give her, within one week of her request, a clear understandable information package about maternity leave requirements and benefits.
- (b) The Employer may:
  - (i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
  - (ii) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;

- 23.02 For the purposes of this Article, immediate family is defined as an employee's spouse (including common-law) who resides with the employee, child, adopted child, step child, father, mother, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, niece, nephew, brother-in-law, sister-in-law, aunt, uncle and cousin.
- 23.03 The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days where:
- (a) a member of the immediate family residing outside the employee's community of residence becomes critically ill upon production of a medical certificate;
  - (b) the employee is to be married;
  - (c) where a member of the immediate family becomes ill (excluding childbirth) and the employee is required to care for the sick person. The employee shall provide the Employer with a medical certificate after the second (2nd) day of such leave.
  - (d) Where a member of the immediate family becomes ill (excluding childbirth) and the employee is required to care for the sick person and/or dependents, the employer may, subject to operational requirements, grant special leave without pay for a period of up to five (5) consecutive working days.
- 23.04 Subject to operational requirements, the Employer shall grant special leave earned to all employees for one-half (1/2) day to attend the funeral of a co-worker

#### ARTICLE 24 - Other Types of Leave

##### Court Leave

- 24.01 Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay, laid off or on suspension, who is required:
- (a) to serve on a jury, including a jury selection process; or
  - (b) by subpoena or summons to attend as a witness in any proceedings as authorized by law
  - (c) Notwithstanding any provisions of this article, the Employer may deduct from the regular pay of the employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred for such duty.

##### Injury on Duty Leave

- 24.02 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by the Workers' Compensation Board that he is unable to perform his duties because of:

shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

Medical Travel

- 21.11 If an employee is required to attend a medical centre outside of Pond Inlet the employee will be granted sick leave for the time taken to travel to and from the medical centre and the time spent away from Pond Inlet.

Upon request, an employee who will be on medical travel for a period of three (3) days or longer, will be provided with paycheques for the period of their medical travel one day prior to taking such leave.

Sick Leave on Annual Leave

- 21.12 When an employee is sick, or required to attend medical or dental appointments, while on annual leave, those days could be used as sick days if the employee has sufficient credits and if a certificate signed by a doctor, if available, or other medical personnel, when a doctor is not available, is provided.
- 21.13 An employee is required to apply for Long Term Disability benefits as soon as the employee becomes eligible to apply for such benefits.

ARTICLE 22 - Bereavement Leave

- 22.01 The Employer shall grant leave with pay for a period of up to five (5) consecutive working days in each of the following circumstances: where there is a death of the employee's spouse (including common-law) who maintains their permanent residence with the employee, child, adopted child, step child, father, mother, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, niece, nephew, brother-in-law, sister-in-law, aunt, uncle and cousin.
- 22.02 When there is a funeral in Pond Inlet, employees may, subject to operational requirements and with approval in advance by the Employer, have time off with pay to attend the funeral.

ARTICLE 23 - Special Leave

- 23.01 An employee shall earn special leave credits up to a maximum of six (6) days at the following rates:
- (a) one-half (1/2) day for each calendar month in which he received pay for at least ten (10) days, or;
  - (b) one-quarter (1/4) day for each calendar month in which he received pay for less than ten (10) days.

As credits are used they may continue to be earned up to the maximum.

ARTICLE 21 - Sick Leave

- 21.01 An employee shall earn sick leave credits at the rate of one and a quarter (1 ¼)day for each calendar month for which he receives pay for at least fifteen (15) days, to a maximum of one hundred and twenty (120) days.
- 21.02 Unused sick leave credits will be carried over from one fiscal year to the next.
- 21.03 Sick leave credits will not be advanced.
- 21.04 An employee is not eligible for sick leave with pay for any period during which he is on layoff, leave of absence without pay or under suspension.
- 21.05 Sick leave credits are provided, and shall be used only for the purpose of providing an employee with income when the employee is unable to work because of illness or injury. Abuse of sick leave provisions may result in discipline.

Procedure

- 21.06 An employee is eligible for sick leave with pay when he is unable to perform his duties due to illness or injury provided that:
  - (a) he has sufficient sick leave credits: and
  - (b) where an employee has insufficient or no sick leave credits, the employee may take annual leave or leave without pay.
- 21.07 An employee will provide the Senior Administrative Officer, Foreman or his/her immediate supervisor with notice no later than thirty (30) minutes after the start of their regular working day if they cannot attend work due to illness.
- 21.08 Unless otherwise informed by the Employer an employee must sign a statement stating that because of his illness he was unable to perform his duties if the period of leave requested exceeds three (3) consecutive working days.

Medical Certificate

- 21.09 An Employee is required to produce a certificate from a qualified medical practitioner, or nurse certifying that such employee is unable to carry out his duties due to illness:
  - (a) for sick leave in excess of three (3) working days;
  - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted nine (9) days sick leave wholly on the basis of the statements signed by him.
- 21.10 Where leave of absence without pay is authorized for any reason, or an employee is laid off, and the employee returns to work upon expiration of such leave of absence or lay-off

Recall from Vacation Leave

20.15 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as determined by the Employer that he incurs:

- (a) in proceeding to his place of duty;
- (b) in respect of any non-refundable deposits or prearrangements associated with his vacation;
- (c) in returning to the place from which he was recalled if he immediately resumes his vacation upon completing the assignment for which was recalled;

after submitting in writing such accounts as are required by the Employer.

Leave When Employment Terminates

20.16 Where an employee dies or otherwise terminates his employment:

- (a) the Employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment, or
- (b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by layoff if the employee so requests.

20.17 An employee whose employment is terminated by reason of a declaration that he abandoned his position as defined in Clause 2.01(a) is entitled to receive the payment referred to in Clause 20.16. If after reasonable efforts the Employer is unable to locate the employee within three (3) months of termination, his entitlement shall lapse.

20.18 Where an employee has used more vacation leave than he has earned, the Employer may recover such used but unearned vacation leave from the pay of the employee at the termination of his employment. Any remaining vacation leave owing by the employee is a debt owing to the employer and the employer may take legal action to collect that debt. The pay recovery provisions of Article 28.06 (Pay Recovery) will not apply to this situation..

Travel Time

20.19 A full-time employee who is proceeding on vacation leave shall be granted, once in each fiscal year, in addition to his vacation leave travel time with pay of one (1) day. This travel time cannot be accumulated from year to year.

20.20 Notwithstanding Clause 20.19, an employee shall not be granted travel time during the first six (6) months of his employment with the Employer.

Granting of Vacation Leave

- 20.05 In granting vacation leave with pay to an employee the Employer shall make every reasonable effort to:
- (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (b) not recall an employee to duty after he has proceeded on vacation leave;
  - (c) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee;
  - (d) when two or more employees request the same period of vacation seniority shall govern.
- 20.06 Employees must take at least one-half (1/2) of their vacation leave in the year in which it was earned.
- 20.07 All requests for vacation leave in excess of three consecutive calendar days must be in writing and submitted at least fourteen (14) days in advance. The Employer shall reply to the request for vacation leave submitted by the employee as soon as possible after the request has been received.
- 20.08 All requests for vacation leave of less than three calendar days must be approved in advance by the Employer.
- 20.09 Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave, and such change, reduction or denial.
- 20.10 Vacation leave may be taken as it is earned, but no vacation leave shall be taken during the first six (6) months of employment with the Employer.
- 20.11 Effective April 1, 2004 vacation leave may not be advanced.
- 20.12 Where during any period of vacation leave, an employee is granted leave with pay under Article 23 (Bereavement Leave) the period of leave with pay shall be added to the vacation period if requested by the employee and approved by the Employer, or reinstated for use at a later date.
- 20.13 Upon request employees taking vacation leave in excess of five (5) days will be provided with paycheques for the period of their vacation one day prior to taking such vacation leave.

Carryover Provisions

- 20.14 Subject to clause 20.06, employees are permitted to carry over any number of vacation leave credits earned from one fiscal year to the next.

ARTICLE 19 - Leave — General

- 19.01 When an employee is entitled to receive an allowance and is on leave with pay, the employee shall continue, during the period of leave with pay, to receive the allowance. Employees who are on leave of absence without pay are not entitled to receive any pay, benefits or allowances during the period of leave without pay.
- 19.02 During the month of April in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his sick and vacation leave credits as at the end of the fiscal year.
- 19.03 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing forthwith.

ARTICLE 20 - Vacation Leave

Accumulation of Vacation Leave

- 20.01 For each month of a fiscal year in which an employee receives ten (10) days pay, he shall earn vacation leave at the following rates:
- (a) one and two-thirds ( $1 \frac{2}{3}$ ) days each month until the month in which the anniversary of the second (2<sup>nd</sup>) year of continuous service is completed.
  - (b) two and one-twelfth ( $2 \frac{1}{12}$ ) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that six (6) years of continuous service is completed.
  - (c) two and one-half ( $2 \frac{1}{2}$ ) days each month commencing in the month after completion of six (6) years of continuous service and ending in the month that nine (9) years of continuous service is completed.
  - (d) two and eleven-twelfths ( $2 \frac{11}{12}$ ) days each month commencing in the month after completion of (9) years of continuous service.
- 20.02 The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs (b), (c) and (d) of Clause 20.01.
- 20.03 A vacation bonus of five (5) days additional annual leave credits will be awarded to an employee on the employee's fifteenth (15th), twentieth (20th) and twenty-fifth (25th) year anniversary of continuous service.
- 20.04 A vacation bonus of eight (8) days additional annual leave credits will be awarded to an employee on the employee's thirtieth (30th) year anniversary of continuous service, and on each fifth year anniversary thereafter.

- (g) Civic Holiday, the first Monday in August;
- (h) Labour Day;
- (i) Thanksgiving Day;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day;
- (m) Hamlet Day.
- (n) A paid holiday shall also be granted to all employees on any designated holiday proclaimed by the Government of Canada or the Government of Nunavut.

18.02 Clause 18.01 does not apply to an employee who is absent without cause on the working day immediately preceding and the working day immediately following the Designated Paid Holiday, except with the approval of the Employer.

Holiday Falling on a Day of Rest

- 18.03 When a day designated as a Designated Paid Holiday under Clause 18.01 coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his day of rest or to another day mutually agreed upon between the employee and the Employer.
- 18.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 18.03:
- (a) work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest; and
  - (b) work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.
- 18.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid in addition to the pay that he would have been granted had he not worked on the Designated Paid Holiday, one and one-half (1-1/2) times his hourly rate for all hours worked.
- 18.06 The amounts payable under Clause 18.05 may be taken as banked time in accordance with Clause 27.05.
- 18.07 Where a day that is a Designated Paid Holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 18.08 Unless there are operational requirements, an employee shall not be scheduled to work on both Christmas Day and New Years Day.



- (b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
  - (c) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 17.22 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 17.23 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- 17.24 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgment or an order of that court and may be enforceable as such.
- 17.25 In addition to the powers granted to arbitrators under the Canada Labour Code the Arbitrator may determine that the employee has been discharged for other than just cause and he/she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her discharge, or such lesser sum as in the opinion of the Arbitrator is fair and reasonable; and/or
  - (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement and to all the circumstances of the case.

#### ARTICLE 18 - Designated Paid Holidays

- 18.01 The following days are designated paid holidays for employees covered by this Agreement:
- (a) New Year's Day;
  - (b) Good Friday;
  - (c) Easter Monday;
  - (d) Victoria Day;
  - (e) Canada Day;
  - (f) Nunavut Day;

- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the grievor (and the Union as the case may be) by the Employer; or
- (b) where the Employer has not conveyed a decision to the grievor (and/or the Union as the case may be) within the time prescribed in Article 17.15 within fourteen (14) calendar days after the day the reply was due.

17.17 The time limits stipulated in this article are mandatory. They may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union Representative. Grievances that are not filed or advanced within the time limits stipulated in this Article are deemed abandoned and cannot later be filed or advanced.

#### Termination of Employment

17.18 No employee shall have his/her employment terminated without being given notice in writing together with the reasons thereof no later than the end of the next working day, excluding weekends and holidays. When the Employer terminates the employment of an employee the grievance procedure shall apply except that the grievance may be presented at the Final Level within thirty (30) calendar days after the employee receives his/her notice of termination.

#### Arbitration

17.19 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration.

- 17.20 (a) The parties agree that arbitration referred to in Article 17.19 shall be by a single arbitrator.
  - (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
  - (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 17.21 (a) The Arbitrator has all of the powers granted to arbitrators under the Canada Labour Code, Part I in addition to any powers which are contained in this Agreement.

Procedures

- 17.08 An employee or the Union who wishes to present a grievance at any prescribed level of the grievance procedure shall transmit this grievance in writing to the Employer who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by the Employer.
- 17.09 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level (Senior Administrative Officer)
  - (b) Final Level (Personnel Committee of Hamlet Council)
- 17.10 The Employer shall designate its representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 17.11 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 17.12 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 17.13 An employee may, by written notice to the Employer, withdraw his/her grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, or where the grievor is being represented by the Union, his/her withdrawal has the written endorsement of the Union.

Time Limits

- 17.14 A grievance may be presented at the First Level of the grievance procedure in the manner prescribed in Article 17.08 within thirty (30) calendar days after the date on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. Failure to present a grievance within the time limits due to Employer restrictions, communication breakdown, weather and other factors beyond the control of the grievor shall not invalidate the grievance.
- 17.15 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at the First Level and within thirty (30) calendar days at the Final Level.
- 17.16 An employee or the Union may present a grievance at each succeeding level of the grievance procedure beyond the First Level

16.03 The Employer may discipline or discharge for just cause.

ARTICLE 17 - Grievance and Arbitration

17.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:

- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or of an arbitral award;
- (b) the interpretation, application, administration or alleged violation of a provision of an Act or Regulation, or a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;
- (c) disciplinary action resulting in demotion, suspension, or a financial penalty, including the withholding of an increment;
- (d) discharge;
- (e) performance appraisals or evaluations; or
- (f) letters or notations of discipline placed on an employee's personnel file.

17.02 Grievances shall be settled according to the following procedures for grievance and arbitration.

Representation

17.03 If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance.

17.04 Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employers decision at each level of the grievance procedure at the same time that the Employers decision is conveyed to the employee.

17.05 The Union shall have the right to initiate and present a grievance at any level of the grievance procedure related to the application or interpretation of this Agreement.

17.06 An employee shall have the right to present a grievance on matters related to the application or interpretation of this Agreement provided he/she first obtains the authorization of the Union prior to presenting such a grievance.

17.07 The Union shall have the right to initiate and present a grievance on matters relating to health and safety at any level of the grievance procedure.

ARTICLE 14 - Information

- 14.01 The Employer agrees to provide the Union, as changes occur, with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, address, job classification, rate of pay, social insurance number, date of initial hire, and employment status of all employees in the Bargaining Unit.

Publication of Agreement

- 14.02 The Employer and the Union will share equally all costs associated with the publication and distribution of this Agreement. The Employer will facilitate the publication and distribution of this Agreement.
- 14.03 The Employer shall provide each employee, and new employees on hire, with a copy of this Agreement.

Translation

- 14.04 The Union and the Employer will share equally all costs associated with the translation of this Agreement into Inuktitut. The Employer will provide translation. In the case of any dispute between the versions of this Agreement the English version shall govern.

ARTICLE 15 - Provision of Bulletin Board Space and Other Facilities

- 15.01 The Employer shall provide bulletin board space in its office and main garage clearly identified for exclusive Union use.
- 15.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 15.03 The Employer may make available to the Union and members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 15.04 A representative of the Union shall have the right to give each new employee an orientation of up to thirty (30) minutes and the representative of the Union shall be given leave with pay for such purposes.

ARTICLE 16 - Suspension and Discipline

- 16.01 Where an employee is required to attend a meeting with the Employer where written discipline will be imposed the employee shall be advised in advance of his right to have a representative of the Union in attendance. The reasons for the discipline shall be provided to the employee.
- 16.02 The Employer shall notify the appropriate Union Representative when written discipline occurs.

- 12.13 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 12.14 Upon termination of their leave of absence such employees shall be offered the position they held with the Employer at the commencement of their leave provided the position still exists with the Employer. When such employees wish to invoke this clause they shall provide the Employer with three months notice of their intent to do so.
- 12.15 Notwithstanding Clause 12.14, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.
- 12.16 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.
- 12.17 Subject to operational requirements, and with advance approval of the Employer, the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week and for a maximum period of four (4) weeks to serve as President of the Union on a temporary basis.

#### ARTICLE 13 - Check-off

- 13.01 The Employer shall, as a condition of employment, deduct Membership Fees from the pay of all employees in the Bargaining Unit, which will be deducted from each pay cheque to the extent that earnings are available.
- 13.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 13.03 From the date of signing and for the duration of this Agreement, no other union shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.04 The amounts deducted in accordance with Clause 13.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 13.05 The Employer agrees to make deductions for reasonable purposes on the basis of the production of appropriate documentation.
- 13.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer.
- 13.07 The Employer agrees to identify annually on each employee's T4 slip the total amount of Membership Fees deducted for the applicable year.

Contract Negotiations Meetings

- 12.05 The Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations during working hours on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

- 12.06 The Employer will grant leave with pay for two (2) employees for a maximum of one (1) day each to attend preparatory negotiations meetings provided these meetings cannot be scheduled outside of working hours.

Meetings between the Union and Management

- 12.07 The Employer will grant leave with pay to up to two (2) employees who are meeting with management on behalf of the Union during working hours at the Employer's office.

Time-off for Representatives

- 12.08 Subject to operational requirements, a Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances, and to attend meetings called by the Employer, all of which must take place during working hours and at the Employer's premises. Such permission shall not be unreasonably denied.
- 12.09 The Representative shall report back to his supervisor before resuming his normal duties.

Employee Organization Executive Council Meetings, Congresses and Conventions

- 12.10 Subject to operational requirements, and with advanced approval of the Employer, the Employer will grant reasonable leave without pay to a reasonable number of employees to attend executive council meetings and conventions of the Alliance, the Union, and Canadian Labour Congress and the Northern Territories Federation of Labour

Representatives Training Course

- 12.11 Subject to operational requirements, and with advanced approval of the Employer, the Employer will grant reasonable leave with pay to a reasonable number of employees who have been appointed as Representatives of the Union to undertake training related to the duties of a Representative.

Leave for Union Office

- 12.12 Employees elected to the governing executive of the Union, the Alliance or the Northern Territories Federation of Labour shall, upon application, be granted leave of absence with pay for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.

When an employee is on leave with pay under clauses 12.10 or 12.11, the Employer will invoice the Union and be reimbursed for the employee's pay.

ARTICLE 9 - Outside Employment

- 9.01 No employee may carry on any business or employment outside his regularly scheduled hours of duty without notifying the Employer. Notification must occur prior to the commencement of the business or employment.
- 9.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when:
- (a) a conflict of duties may develop between an employee's regular work and his outside interests; and
  - (b) certain knowledge and information available only to the employees place the individual in a position where he can exploit the knowledge or information for personal gain.

ARTICLE 10 - Appointment of Representatives

- 10.01 The Employer acknowledges the right of the Union to appoint some employees as Representatives. The Union will provide the employer with the names of its Representatives and alternates within a reasonable period.

ARTICLE 11 - Union Access to Employer Premises

- 11.01 Upon reasonable advance notification, the Employer shall permit access to its work premises of an accredited representative of the Union.

ARTICLE 12 - Time Off for Union Business

Arbitration Hearings

- 12.01 The Employer will grant leave with pay to an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing, except while such employee is on suspension without pay.

Employee Who Acts as a Representative

- 12.02 The Employer will grant leave with pay to the Representative of an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.

Employee Called as a Witness

- 12.03 The Employer will grant leave with pay to a witness called by an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.
- 12.04 Where an employee and his Representative are involved in meeting with the Employer during working hours and at the Employees office with respect to the processing of a grievance, they shall be granted time off with pay to attend the meeting.



ARTICLE 6 - Strikes and Lockouts

- 6.01 There shall be no lockouts by the Employer, and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees during the term of this Agreement.
- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production during the life of this Agreement, may be disciplined (up to and including dismissal) by the Employer.
- 6.03 No employee shall be required to cross any picket line or to do any struck work. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross a picket line or a refusal to do any struck work. Notwithstanding the above, employees responsible for municipal service delivery shall ensure such services are maintained as required.
- 6.04 Subject to Article 6.03, no employee shall be disciplined by the Employer for exercising his/her rights contained in this Article.

ARTICLE 7 - Management Rights

- 7.01 The Employer has the right to manage the Hamlet and retains all rights of management, except as specifically set out in this Agreement. Without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures for the operation of the Hamlet;
  - (b) to maintain order, discipline and efficiency and to establish and enforce rules and regulations;
  - (c) to plan, direct organize and control the work of the employees and the operations of the Hamlet;
  - (d) to direct employees, including hiring, transfer, lay-off, recall, promotion, demotion, classification, assignment of duties and determining of job descriptions.

ARTICLE 8 - Employer Directives

- 8.01 The Employer shall provide the Union with a copy of all Employer policies and directives dealing with terms or conditions of employment.

- 3.15 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence. The employees agree to support and cooperate with the Employer in its efforts to prevent workplace violence.
- 3.16 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 3.17 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 3.18 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.
- 3.19 The Employer shall, after consulting with the employees, issue a policy statement concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

#### ARTICLE 4 - Application

- 4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 4.02 Failure to follow any of the provisions of the Agreement by the Employer shall not constitute a waiver of that provision of the Agreement and shall not be relied upon to create an estoppel.

#### ARTICLE 5 - Future Legislation

- 5.01 In the event that any law passed by Parliament of Canada or the Legislative Assembly of Nunavut renders null and void or alters any provision of the Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

#### Conflict of Provisions

- 5.02 Where there is any conflict between the provisions of this Agreement and any direction or policy dealing with the terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail, unless the Employer is compelled by law to issue and enforce such direction or policy.

- (a) That is likely to cause offence or humiliation to any employee;
- (b) That might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or any opportunity for training or promotion;
- (c) That detrimentally affects the work environment or leads to adverse job related consequences for the victim of the harassment and includes, but is not limited to, verbal abuse, unwelcome remarks, jokes and innuendoes about one's body or attire, displaying of pornographic pictures, practical jokes which cause awkwardness or embarrassment, unwelcome invitations or requests, leering, unnecessary physical contact such as touching, patting or pinchings or physical assault.
- (d) "Abuse of authority" means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.

3.08 All employees of the Hamlet are entitled to employment free of sexual harassment.

3.09 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment. The employees agree to support and cooperate with the Employer in its efforts to prevent sexual harassment.

3.10 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.

3.11 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

3.12 The Employer shall, after consulting with the employees, issue a policy statement concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning sexual harassment.

#### Freedom from Workplace Violence

3.13 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.

3.14 All employees of the Hamlet are entitled to employment free of workplace violence.

Number and Gender

- 2.03 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement, the same shall be construed as meaning the singular, plural, masculine, feminine, or neuter where the fact or context requires this and with regard to the provisions of this agreement..

ARTICLE 3 - Recognition and Human Rights

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit as described in Certification Order No. 7950-U issued by the Canada Industrial Relations Board dated November 30, 2000.
- 3.02 The Employer shall advise prospective employees for Bargaining Unit positions that the workplace is unionized.
- 3.03 The Employer, the Union, and the employees agree that there shall be no discrimination , interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, mental or physical disability (except for employment equity purposes), sex, sexual orientation, gender identity, pregnancy , lawful source of income, marital status (including common-law relationships), family status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.
- 3.04 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/ or physically disabled.

Freedom from Harassment

- 3.05 The Employer is committed to promoting a work environment which is free from personal harassment, sexual harassment, workplace violence or abuse of authority. The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.

Definitions

- 3.06 “Personal Harassment” is any unwarranted behaviour in the work environment by any person that is directed at and is offensive to an individual or endangers an individual’s job, undermines the performance of that job, or threatens the economic livelihood of the individual. Such behaviour may take the form of the application of force, threats, verbal abuse, or harassment of a personal nature, which demeans, belittles or causes personal humiliation or embarrassment to recipient(s).

Freedom from Sexual Harassment

- 3.07 “Sexual harassment” means any conduct, comment, gesture or contact of a sexual nature

- (r) The expression “may” is permissive and the expressions “shall” and “will” are imperative;
- (s) “Membership Fees” means the fees established pursuant to the By-Laws of the Union as fees payable by the members of the Bargaining Unit, and shall not include any levies, assessments, initiation fees or other deductions;
- (t) “Overtime” means work performed by an employee in excess or outside of his regularly scheduled hours of work;
- (u) “Probation” means a period of six (6) months from the day upon which an employee is first appointed or a period of three (3) months after an employee has been transferred or promoted;
- (v) “Promotion” means the appointment of an employee to a new position with a rate of pay which exceeds that of his former position;
- (w) “Rates of Pay”:
  - (i) “daily rate of pay” means an employees hourly rate of pay, as set out in Appendix A, multiplied by the employee regular daily hours of work;
  - (ii) “weekly rate of pay” means an employee’s daily rate of pay multiplied by five;
- (x) “annual rate of pay” means an employee’s weekly rate of pay multiplied by 52.176.
- (y) “Representative” means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union;
- (z) “Seniority” means length of service with the Employer;
- (aa) “Transfer” means the appointment of an employee to another position that does not constitute a promotion or demotion;
- (bb) “Union” means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.
- (cc) “Week” for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Interpretation Act, Labour Standards Act or the Canada Labour Code Part I, shall have the same meaning as given to them in the Act or Code.

the position to which he is appointed shall constitute continuous employment,

- (ii) where an employee ceases to be employed for a reason other than dismissal, resignation, abandonment of position or rejection on probation, and is re-employed within a period of six (6) months, his periods of employment for purposes of pension, sick leave, vacation leave entitlement and vacation travel benefits shall be considered as continuous employment;
- (i) “Day of rest” means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
- (j) “Demotion” means the appointment of an employee to a new position with a rate of pay which is less than that of his former position;
- (k) “Employee” means a person employed by the Employer who is a member of the Bargaining Unit and includes;
  - (i) “full time employee” which means a person employed on a continuing basis for an indeterminate period.
  - (ii) “Part-time employee” which means an employee who is employed on a continuing basis for less than a standard work day, work week or work month for an indeterminate period;
- (l) “Employer” means the Hamlet of Pond Inlet;
- (m) “Fiscal year” means the period of time from April 1 of one year to March 31 of the following year;
- (n) “Grievance” means a difference which arises between the Union and the Employer and/ or between an employee and the Employer relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable; disciplinary action resulting in demotion, suspension or financial penalty; dismissal; and letters or notations of discipline placed on an employee’s personnel file;
- (o) “Holiday” means the twenty-four (24) hour period commencing at 12 o’clock midnight at the beginning of a day designated as a paid holiday in this Agreement;
- (p) “Layoff” means the termination of employment including a termination of employment because of lack of work, lack of funding or because of the discontinuance of a function.
- (q) “Leave of absence” means absence from duty with the Employer’s permission;

ARTICLE 1 - Purpose of Agreement

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Agreement share a desire to create and maintain a working environment in which both the employees and the Employer can ensure that the citizens of Pond Inlet will be efficiently and effectively served.

ARTICLE 2 - Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) “Abandonment of position” means an employee has severed his employment with the Employer, except in extenuating circumstances, if he has not, directly or indirectly, contacted his Employer and he is absent without leave from work for a period of five (5) working days;
  - (b) “Agreement” means this Collective Agreement;
  - (c) “Alliance” means the Public Service Alliance of Canada;
  - (d) “Allowance” means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position;
  - (e) “Bargaining Unit” means all employees of the Hamlet of Pond Inlet excluding the Senior Administrative Officer, the Senior Assistant Administrative Officer, the Hamlet Foremen, and casual employees;
  - (f) “Casual employee” means an employee who is employed for work of a temporary nature not to exceed four (4) months;
  - (g) A “Common-law spouse” relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represents that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse;
  - (h) “Continuous employment” and “continuous service” means uninterrupted employment with the Employer; and
  - (i) with reference to reappointment of a laid off employee, his employment in the position held by him at the time he was laid off and his employment in

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Signed in Pond Inlet, Nunavut, this 14 th of March, 2016

Representing:

Hamlet of Pond Inlet

Public Service Alliance of Canada



Gerhard Seifner, Employer Legal  
Counsel



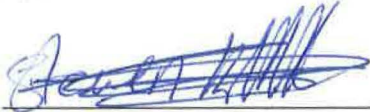
Jack Bourassa, Regional Executive Vice-  
President, PSAC North



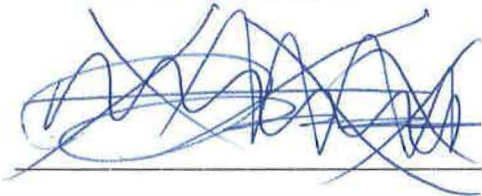
Senior Administrative Officer



Dennis Killiktee, Union team member



Steven Kilukshak, Union team member



Holmann Richard, PSAC Negotiator