

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE HAMLET OF KIMMIRUT**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**Effective From: Date of Ratification**

**To: March 31, 2018**

**Nunavut Employees Union  
P.O. Box 869,  
Iqaluit, NU X0A 0H0**

**Hamlet of Kimmirut  
P.O. Box  
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## ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, and to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being and to increase the productivity of the Employees to the end that the residents of Kimmirut will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

## ARTICLE 2 - DEFINITIONS

- 2.01 For the purposes of this Agreement:
- (a) "Abandonment of position" means an Employee is absent without leave, and, excluding extenuating circumstances an Employee has not contacted the Employer, for four (4) consecutive working days;
  - (b) "Agreement" and "Collective Agreement" mean this Collective Agreement;
  - (c) "Allowance" means compensation payable to an employee in addition to his/her regular remuneration payable for the performance of the duties of his/her position;
  - (d) "Anniversary Date" refers to the actual date of hire ~~for a permanent employee~~, or the date ~~a permanent employee is~~ on which an employee (except a casual employee) transferred to another classification;
  - (e) "Bargaining Unit" means all employees of the Hamlet of Kimmirut, ~~Nunavut~~, excluding the Senior Administrative Officer;
  - (f) "Common-law spouse" means a person that an Employee has, for a continuous period of at least twelve (12) months, publicly represented to be his/her spouse, lives and intends to continue to live with, as if that person were his/her spouse;
  - (g) "Continuous Employment" means uninterrupted employment with the Employer; and
    - (i) with reference to re-employment of a permanent Employee within twelve (12) months after a lay off, his employment in the position held by the employee at the time of lay off and his or her employment in the position in which he or she is re-employed shall constitute continuous employment, except that no seniority shall accrue while on lay off; and

- (ii) where an employee other than a casual ceases to be employed for a reason other than discharge for cause, abandonment of position or rejection on probation, and is re-employed within a period of one year, his periods of employment for the purposes of sick leave and vacation leave shall be considered as continuous employment;
- (h) "Day" is the 24 hour period commencing at 12:01 a.m.;
- (i) "Day of Rest" in relation to an employee means a day other than a General Holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of him/her being on leave;
- (j) "Demotion" means the transfer of an employee to another position for which the maximum pay is less than that of his former position;
- (k) "Dependent" means a person who is an Employee's
  - (i) spouse, and resides with that employee;
  - (ii) child, including step-child and adopted child, who is
    - under 19 years of age and normally residing with and is dependent upon the Employee for support;
    - under 21 years of age and dependent upon the Employee by reason of full-time attendance at an educational institution outside of Kimmirut; or
    - wholly dependent upon the Employee for support by reason of physical or mental disability.
- (l) "Employee" means a member of the Bargaining Unit;
- (m) "Employer" means Hamlet of Kimmirut;
- (n) "Fiscal Year" means the period of time from April 1<sup>st</sup> in one year to March 31<sup>st</sup> in the following year;
- (o) "Full-time Employee" means an employee whose normally scheduled hours of work each week on a continuing basis is either 40 or 37.5 hours per week
- (p) "General Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a General Holiday in this Agreement;
- (q) "Hamlet Council" means the Hamlet Council of Kimmirut;
- (r) "Leave" means absence from duty with or without pay with the Employer's permission;

- (s) "Lieu Time" means the equivalent leave with pay taken in lieu of a cash payment for overtime;
- (t) "Mayor" means the Mayor of Kimmirut;
- (u) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit;
- (v) "Overtime" means work performed by an employee in excess of his regularly scheduled hours of work. For part-time and casual employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position.
- (w) "Permanent Employee" means a person employed on a continuing basis in either a full-time or part-time position. "Part-time Employee" means an employee whose normally scheduled hours of work each week on a continuing basis is less than the standard work week for full-time employees;
- (x) "Probation" means the period of six (6) months from the day upon which an employee is first hired or the period of three (3) months after an employee is transferred or promoted. If an employee does not successfully complete his/her probationary period on transfer or promotion then the employee shall be reinstated to his/her former position or another position comparable to his/her former position.
- (y) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his/her former position;
- (z) "PSAC" means the Public Service Alliance of Canada;
- (aa) "Rates of Pay" means the hourly rates of pay set out in Appendix A;
- (bb) "Representative" means an employee who has been elected or appointed as a shop steward or local executive member or a Union employee who represents the Union at meetings with the Employer and who is authorized to represent the Union;
- (cc) "SAO" means the Senior Administrative Officer of the Employer;
- (dd) "Spouse includes common law spouse;
- (ee) "Term Employee" means an employee hired for a fixed period no longer than one (1) year;
- (ff) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
- (gg) "Union" means the Public Service Alliance of Canada, or its agent, the Nunavut Employees Union or its Local.

- 2.02 Where the masculine gender is used, it shall be considered to include the feminine gender, unless any provision of this Agreement specifies otherwise.
- 2.03 The word "may" shall be regarded as permissive and the words "shall" and "will" as imperative.

**ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all employees in the Bargaining Unit.

**ARTICLE 4 - APPLICATION**

- 4.01 The provisions of this Agreement apply to the Union, the Employees, and the Employer.
- 4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compared to the standard work week.

**ARTICLE 5 - FUTURE  
LEGISLATION/CONFLICT OF  
PROVISIONS**

- 5.01 In the event that any law passed by Parliament or the Legislative Assembly of Nunavut renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the 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. In the event the parties cannot agree, the matter may, with the agreement of both parties, be referred to arbitration.

- 5.02 Where there is a conflict between the provisions of this Agreement and any by-law, policy or other instrument dealing with terms and conditions of employment issued by the Employer the provisions of this Agreement shall prevail.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

- 6.01 Except to the extent provided in this Agreement, this Agreement in no way restricts the Employer in the management and direction of its operations, employees or business activities.
- 6.02 The Employer shall exercise its rights in a manner which is fair, reasonable, in good faith, without discrimination and consistent with the terms of this Agreement.

#### **ARTICLE 7 - STRIKES AND LOCKOUTS**

- 7.01 There shall be no lockout by the Employer and no strike by the employees and/or the Union during the life of this Agreement.
- 7.02 No Employee shall be required by the Employer to perform any non-bargaining unit work.

#### **ARTICLE 8 - HUMAN RIGHTS**

##### **Freedom from Discrimination**

- 8.01 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, ethnic origin, citizenship, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity or expression, marital status, family status, pregnancy, lawful source of income, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.

##### **Freedom from Sexual Harassment**

- 8.02 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (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 on any opportunity for training or promotion.

- 8.03 Every employee is entitled to employment free of sexual harassment.
- 8.04 The Employer is responsible for providing a workplace free from to sexual harassment.
- 8.05 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.
- 8.06 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where necessary for the purposes of investigating the complaint, taking remedial measures in relation thereto, or as required by law.
- 8.07 The Employer shall 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

- 8.08 "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.
- 8.09 Every employee is entitled to employment free of workplace violence.
- 8.10 The Employer is responsible for providing a workplace free from violence.
- 8.11 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.
- 8.12 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.
- 8.13 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where necessary for the purposes of investigating the complaint, taking remedial measures in relation thereto, or as required by law.
- 8.14 The Employer shall 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.

Investigations into Sexual Harassment or Workplace Violence

- 8.15 When an investigation into allegations of sexual harassment or workplace violence is required, the parties shall mutually agree to an impartial person to conduct the investigation.
- 8.16 No employee shall be disciplined under this Article prior to the completion of any investigation.

**ARTICLE 9 - EMPLOYER DIRECTIVES**

- 9.01 The Employer shall provide the Union with a copy of all bylaws, policies or other instruments dealing with terms and conditions of employment for all Employees at least seven (7) days before issuance..

**ARTICLE 10 - PROBATION**

- 10.01 During the initial period of probation, the Employee shall be entitled to all rights and benefits of this Agreement except where his rights are otherwise specifically limited by this Agreement.
- 10.02 If an Employee does not successfully complete his probationary period on transfer, the Employer shall appoint him to his former position or a position comparable to the one from which he was transferred.

**ARTICLE 11 - SENIORITY**

- 11.01 "Seniority" means the total length of service acquired by an employee from his/her date of hire.
- 11.02 Seniority accumulates when an employee is absent from work:
  - (a) resulting from an occupational injury or illness covered by the Workers' Safety & Compensation Commission for a period of not more than twenty-four (24) months;
  - (b) during a continuous absence from work of not more than twenty-four (24) months resulting from an injury or illness not covered by the Workers' Safety & Compensation Commission;
  - (c) during any leave of absence without pay, provided that if the leave is for a period of time greater than thirty (30) working days, the seniority will cease to accrue after thirty (30) working days;

- (d) during leave for Union business, except for Union leave under Article XXX.

11.03 Seniority shall be lost when an employee:

- (a) voluntarily quits his/her employment with the Employer;
- (b) is discharged for just cause;
- (c) has been laid off for a period of twelve (12) months or longer and has not been recalled;
- (d) fails to report to work within fourteen (14) calendar days after receiving notice of recall;
- (e) when the employee abandons his position – does not come to work, and does not contact the Employer for four (4) consecutive working days.

11.04 Within thirty (30) calendar days after the signing of the Agreement and on April 1st every year thereafter, the Employer shall post a seniority list showing the seniority of each employee on all Union bulletin boards and provide a copy of the list to the Union.

#### **ARTICLE 12 - LAYOFF AND RECALL**

12.01 “Lay-off” includes the termination of an employee because of lack of work, lack of funds or the discontinuance of a function.

12.02 Full-time employees shall not be laid off before casual, term or part-time employees.

12.03 In the event of lay-off, employees shall be laid off in reverse order of their seniority within the affected classification. Where the seniority of employees subject to lay-off is equal, lay-off will be according to qualifications.

12.04 The Employer shall give permanent employees who are to be laid-off a minimum of two (2) weeks plus one additional week for each year of employment over two years, to a maximum of eight (8) weeks, notice in writing in advance of the effective date of lay-off, or award pay in lieu of the notice.

12.05 The Employer shall give term employees who are to be laid-off two (2) weeks’ notice in writing in advance of the effective date of lay-off, or award pay in lieu of the notice.

12.06 Laid-off employees shall be recalled in the order of their seniority, where jobs become available, provided they have the skill, ability and required qualifications to perform

such jobs. Where laid-off employees' seniority is equal, recall will proceed according to qualifications.

- 12.07 The Union shall be copied on all notices of lay-off and recall.
- 12.08 The Employer shall give notice of recall personally or by registered mail.
- (a) 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.
  - (b) Where notice of recall is given by registered mail, notice is deemed to be given three days from the date of mailing.
- 12.09 The employee shall keep the Employer advised at all times of his/her current address. The employee shall return to work within fourteen (14) calendar days of receipt of notice of recall.
- 12.10 No new employees shall be hired until those laid off have been given the opportunity of recall.
- 12.11 With reference to a re-hire of an employee after a lay-off, his/her employment in the position held by him/her at the time he/she was laid off and his/her employment in the position to which he/she is hired shall constitute continuous employment provided such re-hire is within a period of twelve (12) months. Seniority does not accrue during any period of layoff.

#### **ARTICLE 13 - LAYOFF SEVERANCE PAY**

- 13.01 An employee who has one (1) year or more of continuous employment and who is laid off shall be paid severance pay at the time of layoff in the amount of two(2) weeks of pay for the first year of service and one (1) week for each year of continuous employment after the first year, to a maximum of twenty five (25) weeks' severance pay..
- 13.02 Severance pay shall be prorated in respect to any period of continuous employment, which is less than a complete year.

#### **ARTICLE 14 - INFORMATION**

- 14.01 The Employer agrees to provide the Union on a quarterly basis with the name, address, job title, rate of pay date of hire and employment status (full-time, part-time or casual) of each Employee in the Bargaining Unit. The Employer shall indicate which

Employees have been hired or transferred and those Employees who have ceased to be employed during the period reported.

- 14.02 The Employer shall provide each employee, and each new employee upon hire, with a copy of this Agreement.

#### Publication and Distribution of Agreement

- 14.03 The Union shall facilitate the production and printing of this Agreement. The Employer and the Union shall share equally the costs of printing this Agreement.
- 14.04 The Employer and the Union shall share in the costs of translation of this Agreement into the local dialect of Inuktitut when the translation is completed by an external translator. The Employer shall provide an Inuktitut copy of this Agreement to any employee who requests a copy. In the case of a dispute between versions of this Agreement, the English version shall govern.

#### **ARTICLE 15 - ACCESS TO EMPLOYER PREMISES**

- 15.01 Upon reasonable notification, the Employer shall permit access to its work premises of an accredited Representative of the Union to carry out union business related to the Bargaining Unit. When visits to restricted areas are involved, the Representative shall obtain the Employer's permission to enter the premises. Permission to enter the Employer's premises shall not be unreasonably denied.

#### **ARTICLE 16 - APPOINTMENT OF REPRESENTATIVES**

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

#### **ARTICLE 17 - TIME OFF FOR UNION BUSINESS/UNION REPRESENTATION**

#### Time Off for Union Activities

- 17.01 The Employer shall grant leave with pay to a reasonable number of employees participating as a party, a witness, or a Representative of the Union in respect to:
- (a) any proceeding before the Canada Industrial Relations Board;
  - (b) investigation of any complaints or grievances, except for an employee who is on suspension without pay;

- (c) any proceeding under Article 39 – Grievance Procedure and Arbitration, except for an employee who is on suspension without pay;
- (d) meetings with the Employer on behalf of the Union. Leave under this clause shall be limited to two (2) employees.

#### Preparatory Contract Negotiations Meetings

17.02 The Employer will grant leave with pay for two (2) employees to attend preparatory contract negotiations meetings to a maximum of two (2) days.

#### Contract Negotiation Meetings

17.03 The Employer will grant leave with pay for two (2) Employees for the purpose of attending contract negotiations and conciliation meetings.

#### Time-Off for Representatives

17.04 A Representative shall obtain the permission of his Supervisor before leaving work to investigate a grievance, to meet with the Employer for the purpose of dealing with grievances or to attend meetings called the Employer; such permission shall not be unreasonably withheld.

17.05 The Representative shall report back to his Supervisor before resuming his normal duties.

17.06 Upon reasonable notice, and subject to operational requirements the Employer may grant leave without pay to one Employee to

- (a) participate as a delegate to constitutional conferences or other similar forums mandated by Territorial Legislation or
- (b) to present briefs to commissions, boards and hearings that are mandated by Territorial Legislation or the Government of Canada,

whose area of interest is of concern to organized labour.

### Union Orientation

- 17.07 The Employer shall allow new employees to meet with the Representative of the Union for thirty (30) minutes without loss of pay for the purpose of union orientation. The Representative of the Union, if an employee, shall be granted leave with pay.
- 17.08 Upon reasonable notice, and subject to operational requirements The Employer shall grant leave without pay to up to two (2) employees at any one time with respect to:
- (a) conventions, conferences, and executive council meetings of the Union and/or the Alliance;
  - (b) union training.
- 17.09 An employee on leave without pay under this clause shall continue to be paid by the Employer and the Employer shall be reimbursed by the Union for such employment costs.

### Bulletin Board Space

- 17.10 The Employer shall provide bulletin board space in the workplace clearly identified for the exclusive use of the Union.

### Meeting Rooms

- 17.11 The Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room, when available, to be used from time to time for the conducting of business relating to the Union.

### Delivery of Mail

- 17.12 The Employer shall deliver any mail originating from the Union addressed to Employees.

### Leave for Paid Elected Officers

- 17.13 An employee elected as a full-time paid officer of the executive of the Nunavut Employees Union, the Public Service Alliance of Canada or the Northern Territories Federation of Labour shall, upon application, be granted leave without pay for the term of office. During the leave such employees shall maintain all benefits accumulated prior



to commencement of the leave but shall not accumulate any additional benefits during the leave, unless the parties agree otherwise.

- 17.14 Such employees shall advise the Employer as soon as possible when an extension of their leave is applicable due to re-election.
- 17.15 Upon termination of their leave such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave.
- 17.16 Notwithstanding *clause above*, the Employer may make an offer of employment to such an employee to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.

**ARTICLE 18 - MEMBERSHIP FEE  
DEDUCTION**

- 18.01 All present employees and all employees hired after the date of this Agreement shall become and remain members in good standing of the Union as a condition of employment.
- 18.02 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 18.03 The Union shall inform the Employer in writing of the amount of Membership Fee deductions to be made for each Employee.
- 18.04 For the purpose of applying clause 18.02, deductions from pay for each employee will occur on a biweekly basis.
- 18.05 No employee organization, other than the Union, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 18.06 The amounts deducted in accordance with clause 18.02 shall be remitted to the Comptroller of the PSAC by cheque, by the end of the month after the month in which

the deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.

- 18.07 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.
- 18.08 The Employer agrees to identify annually on each Employee's T- 4 slip the total amount of Membership Fees deducted for the preceding year.

### **ARTICLE 19 - HOURS OF WORK**

- 19.01 The regularly scheduled hours of work shall consist of a workweek of five (5) consecutive workdays from Monday to Friday, and such workdays shall consist of seven and one-half (7½) consecutive hours between the hours of 8:30 a.m. and 5:00 p.m., exclusive of a one (1) hour lunch period. These regularly scheduled hours of work may be varied as follows:
- (a) Maintenance and Airport: A workweek of five (5) consecutive workdays from Monday to Friday, and such workdays shall consist of eight (8) consecutive hours between the hours of 8:00 a.m. and 5:00 p.m., exclusive of a one (1) hour lunch period;
  - (b) Recreation Department and Bylaw Employees: Regular hours of work shall be on the basis of shifts structured to average 8 hours per day, 5 consecutive days per 7 days, exclusive of a 1 hour meal period, 40 hours per week.

#### **Rest periods**

- 19.02 Employees shall be entitled to a paid rest period of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a paid rest period of fifteen (15) minutes duration commencing on or about mid-afternoon. Employees working a varied shift shall be entitled to a paid rest period of fifteen (15) minutes duration commencing on or about the mid-point of the first-half of their shift and a second paid rest period of fifteen (15) minutes duration commencing on or about the mid-point of the second-half of their shift.

### **ARTICLE 20 - OVERTIME**

- 20.01 In this Article:

- (a) "Overtime" means work performed by an employee in excess of his regularly scheduled hours of work. For part-time and casual employees, overtime means all hours worked in excess of the regular daily hours of work for a full-time employee in the same position.
- (b) 'straight time rate' means the employee's hourly rate of pay;

- (c) “time and one-half” means one and a half times the straight time rate;
  - (d) “double time” means twice the straight time rate.
- 20.02 All overtime must be approved in advance, and in writing where possible, by the Employer, unless the work required is of an emergency nature and management is not available for immediate approval.
- 20.03 Where an Employee is required to work overtime, the Employee shall record, in a form and manner determined by the Employer, the starting and finishing times of the overtime worked.
- 20.04 Subject to operational requirements the Employer shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified Employees, who are normally required to perform that work as part of their regular duties;
  - (b) to give an Employee reasonable advance notice when the Employee is required to work overtime.
- 20.05 An employee who is required to work overtime shall be paid overtime compensation at the applicable rate for all overtime worked.
- 20.06 Overtime work shall be compensated as follows:
- (a) at time and one-half ( $1\frac{1}{2}$  x) for all hours except as provided in Article 20.06(b) below
  - (b) at double time (2 x) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2 x) for all hours worked on the second or subsequent day of rest.
- 20.07 Where an Employee requests leave in lieu of payment for overtime worked, the Employer will grant the Employee equivalent leave of absence with pay at the appropriate overtime rate; to be taken at a time mutually agreeable to the Employer and the Employee, provided that any time in lieu accumulated under any provision of this

Collective Agreement and in excess of fifteen (15) days shall be paid out in cash on the next pay period.

### **ARTICLE 21 - PAY**

- 21.01 Employees are entitled to be paid for services rendered for the position to which they are appointed at the pay rates specified in Appendix "A".
- 21.02 Employees shall be paid on a biweekly basis by Thursday of every second week. For the purposes of this Article a pay period shall consist of the two week period beginning at 12:01 a.m. Saturday and ending at midnight on the second following Friday.
- 21.03 Employees who have earned overtime compensation or any other extra allowance in addition to their regular pay, should receive such remuneration in the pay period in which it was earned or in the following pay period.
- 21.04 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, overtime, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 21.05 Upon receipt of a written request from the employee, the Employer shall deposit an employee's pay directly at a bank of the employee's choice and provide the employee with a statement of his/her earnings on the pay day.

#### **Pay Recovery**

- 21.06 Where an employee, through no fault of his/her own, has been overpaid, the Employer will advise the Employee in writing of the amount overpaid and of its intention to recover the overpayment. Before recovery action is implemented, the Employer will meet with the employee and if the employee so wishes, a Union Representative, to discuss and make every reasonable attempt to mutually agree upon a recovery schedule.
- 21.07 The Employer agrees that no more than ten percent (10%) of the gross pay of an employee, not including regular deductions, shall be recovered from the employee in any pay period, for any monies owed by the employee under this Article, without the employee's consent.
- 21.08 If more than one (1) year has elapsed and the amount of the overpayment is less than four hundred dollars (\$400), there shall be no recovery of the overpayment.

#### **Implementation of Salary Increases**

- 21.09 The Employer agrees to pay the negotiated salary increases to every Employee not later than the second month following the month in which this Agreement is ratified and, in

the case of subsequent salary increases, not later than the month following the month in which they become effective.

21.10 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which this Agreement is ratified.

21.11 Retroactive pay shall be issued on a separate cheque or direct deposit at a bank of the employee's choice and provide the employee with a statement of his or her earnings.

### Payroll Deductions

The Employer agrees to make deductions from an employee's pay where the employee has authorized, in writing, those deductions, and the Employer has agreed to make such deductions. The Employer bears no responsibility for any deductions made under this Clause.

### ARTICLE 22 - ACTING PAY

22.01 When the Employer designates, in writing, an Employee to perform the duties and take the responsibility of a higher classification level on an acting basis, the Employee shall be paid an acting premium of ten percent (10%) of his hourly rate of pay for the duration of time in which he performs the duties of the higher classification.

22.02 Acting appointments must be approved in advance in writing by the SAO.

### ARTICLE 23 - STANDBY PAY

23.01 "Stand by" means an employee who is designated by the Employer to be on standby duty during off duty hours.

23.02 An employee on standby shall be paid one (1) hour's pay for each eight (8) hours, or portion thereof, on standby except for days of rest and general holidays. An employee on standby shall be paid two (2) hour's pay for each eight (8) hours, or portion thereof, on standby on days of rest and general holidays.

### ARTICLE 24 - CALL BACK PAY

24.01 If an employee is:

- (a) directed to report to work outside of his regularly scheduled hours of work; or
- (b) recalled to a place of work for a specific duty;

the employee shall be paid the greater of compensation at the overtime rate for all hours worked or four (4) hour's pay at the employee's straight time rate.

**ARTICLE 25 - REPORTING PAY**

- 25.01 If an employee reports to work for his/her regularly scheduled workday and there is insufficient work available as determined by the Employer, he/she shall be entitled to one (1) day of work. When no work is available he/she shall receive compensation of one (1) day of pay at the straight time rate.
- 25.02 If an employee is directed to report for work on a day of rest or on a General Holiday, and there is insufficient work available as determined by the Employer, he/she shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available, he/she shall receive compensation to four (4) hours pay at the appropriate overtime rate.
- 25.03 If an employee is directed to report for work on a day of rest or a Designated Holiday, the employee shall be paid the greater of compensation at the overtime rate or four (4) hours pay at the employee's overtime rate.

**ARTICLE 26 - EMPLOYEE FILES**

- 26.01 Upon request of an employee, the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer. Upon written authorization from an employee, the employee's Union Representative shall be entitled to view and obtain a photocopy that employee's personnel file in the presence of an authorized representative of the Employer. Photocopies shall be at the cost of the Union.
- 26.02 The record of any disciplinary action taken against an employee, including letters or notations of discipline, shall be removed from the employee's file and destroyed after eighteen (18) months following the disciplinary action, provided no additional disciplinary action of a similar nature was imposed within the eighteen (18) month period.

**ARTICLE 27 - PERFORMANCE REVIEWS**

- 27.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question 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/her performance appraisal and may use the grievance procedure in Article 39 to correct any factual inaccuracies in his/her performance appraisal. Such performance appraisals shall be performed within one (1) month of the employee's anniversary date.
- 27.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals and that every effort be made

to develop the career potentials of each individual through in-service training, retraining, or any other facets of career development which may be available.

- 27.03 Should the performance review provided for in Article 27.01 not be conducted, the employees' performance will be considered to be satisfactory.
- 27.04 Only one file per Employee containing performance evaluation or discipline shall exist.
- 27.05 The Employer shall not introduce as evidence in the case of promotional opportunities or disciplinary action any document from the Employee's file of which the Employee had not previously been provided with a copy.

#### **ARTICLE 28 - GENERAL HOLIDAYS**

28.01 The following days are paid General Holidays for employees covered by this Agreement:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) Hamlet Day;
- (e) Victoria Day (the day fixed by the Governor General for observance of the birthday of the reigning sovereign);
- (f) Canada Day;
- (g) Nunavut Day (July 9<sup>th</sup>);
- (h) The first Monday in August;
- (i) Labour Day;
- (j) Thanksgiving Day;
- (k) Remembrance Day;
- (l) Christmas Day;
- (m) Boxing Day;
- (n) one or more additional days when ordered by the Governor General;
- (o) one or more additional days when proclaimed by the Mayor of the Hamlet of Kimmirut or by the Commissioner of Nunavut.

General Holiday Falling on a Day of Rest

- 28.02 When a General Holiday under clause 28.01 coincides with an employee's day of rest, the General Holiday shall be moved to the employee's first working day following his day of rest.
- 28.03 13.03 When a General Holiday for an employee is moved to another day under the provisions of Article clause 28.01:
- (a) work performed by an employee on the day from which the General 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 General Holiday was moved, shall be considered as work performed on a General Holiday.

General Holiday Rules

- 28.04 An employee who is not required to work on a General Holiday shall not be required to work on another day that would be otherwise be a non-working day in the week in which the General Holiday occurs, unless he/she is paid time and one-half (1½ x) for all hours worked.
- 28.05 Where a General Holiday for an employee falls within a period of leave with pay, the General Holiday shall not count as a day of leave.
- 28.06 At the request of the employee, and where the operational requirements of the Employer permit, an employee shall not be required to work both Christmas Day and New Year's Day.

General Holiday Compensation

- 28.07 When the Employer requires an employee to work on a General Holiday as part of his/her regularly scheduled hours of work or as overtime when he/she is not scheduled to work, he/she shall be paid, in addition to the pay that he/she would have been granted had he/she not worked on the General Holiday, time and one-half (1½ x) as defined in the Article 20 Overtime for the first 7.5 hours or eight (8) hours worked, depending upon the employee classification, and double time thereafter.

**ARTICLE 29 - LEAVE GENERAL**

- 29.01 When an employee is in receipt of an allowance and is granted leave with pay, he/she shall be entitled during the period of leave to receive the allowance. When an Employee



is on leave of absence without pay, the Employee shall not be entitled to receive any pay, allowances or other benefits, except as provided in this Agreement.

- 29.02 When an Employee who has been granted more vacation leave, sick leave or special leave with pay than he has earned, dies, the Employee shall be considered to have earned that amount of leave with pay granted to him.
- 29.03 Except in cases of emergency or as otherwise provided in this Agreement, an employee shall apply for leave at least two (2) weeks in advance of such leave. An employee's request for leave will be responded to by the Employer within a reasonable time period to allow the employee time to prepare for and take the leave on the dates so requested.
- 29.04 When the Employer denies the leave requested by the Employer, the Employer shall, when requested by the employee, provide the reasons in writing within seven (7) days.
- 29.05 During the month of April in each year or at the request of an employee, the Employer shall inform the employee in writing of the balance of his/her sick leave and vacation leave credits as of the end of the previous month.

### **ARTICLE 30 - VACATION LEAVE**

#### 30.01 Accumulation of Vacation Leave

- (a) For each month of a fiscal year in which an employee receives pay for at least ten (10) days, he/she shall earn vacation leave at the following rates:
  - (i) one and one-quarter (1-1/4) days each month (rate equals 15 working days per year) until the month in which the anniversary of the second (2nd) year of continuous service is completed;
  - (ii) one and two-thirds (1-2/3) days each month (rate equals 20 working days per year) commencing in the month after completion of two (2) years of continuous service and ending in the month that ten (10) years of continuous service is completed;
  - (iii) two and one-twelfth (2-1/12) days each month (rate equals 25 working days per year) commencing in the month after completion of ten (10) years of continuous service and ending in the month that twenty (20) years of continuous service is completed;
  - (iv) two and one-half (2½) days each month (rate equals 30 working days per year) commencing in the month after the completion of twenty (20) years of continuous service.
- (b) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlement in paragraphs in 20.01 (a) above, or the employee shall have the choice of receiving in lieu of vacation leave

- (i) six per cent (6%) of salary to be paid bi-weekly until the month in which the anniversary of the second (2nd) year of continuous service is completed;
- (ii) eight per cent (8%) of salary to be paid bi-weekly commencing in the month after completion of two (2) years of continuous service and ending in the month that ten (10) years of continuous service is completed;
- (iii) ten per cent (10%) of salary to be paid bi-weekly commencing in the month after completion of ten (10) years of continuous service and ending in the month that twenty (20) years of continuous service is completed; and
- (iv) twelve per cent (12%) of salary to be paid bi-weekly commencing in the month after completion of twenty (20) years of continuous service.

### Granting of Vacation Leave

30.02 In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:

- (a) grant the employee his/her vacation leave during the fiscal year in which it is earned at a time specified by him/her;
- (b) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his/her vacation entitlements when so requested by the employee;
- (c) to grant the employee his/her vacation leave at a time specified by him/her;
- (d) not recall an employee to duty after he/she has proceeded on vacation leave;
- (e) 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.

30.03 If there is a conflict between the vacation requests of two or more employees then vacation leave shall be granted according to seniority.

### Recall From Vacation Leave

30.04 When during any period of vacation leave an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses that he/she incurs:

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

after submitting such accounts as are normally required by the Employer.

#### Carry-Over Provisions

30.05 Employees are not permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding one year's entitlement will be paid out in the month of March.

30.06 Where in respect of any period of vacation leave an employee:

- (a) is granted bereavement leave with pay under Article 32; or
- (b) is granted discretionary leave with pay under Article 33; or
- (c) is granted sick leave on production of a medical certificate;

the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

#### Leave When Employment Terminates

30.07 Where an employee dies or otherwise terminates his employment 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.

30.08 The Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests.

30.09 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Article 30.07 above.

30.10 Every employee who is proceeding on vacation leave shall be entitled, once in each fiscal year, in addition to his vacation leave, two (2) days leave with pay for the purpose of travel between Kimmirut and his or her destination, including travel on the land or water.

#### Winter Bonus Days

30.11 An employee shall receive one (1) winter bonus day for every five (5) consecutive non-overlapping days of vacation leave which he liquidates between October 1st and March 31st of any fiscal year up to a limit of three (3) winter bonus days in any one (1) fiscal

year. Winter bonus days must be liquidated immediately following the vacation leave days during which they were earned.

### **ARTICLE 31 - SICK LEAVE**

- 31.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which he/she receives pay for at least ten (10) days. Sick leave credits shall be cumulative and unused sick leave credits shall be carried forward into the next calendar year.
- 31.02 Subject to the remainder of this Article, all absences on account of illness on a normal working day, exclusive of General Holidays, shall be charged against an employee's accumulated sick leave credits on an hourly basis.
- 31.03 Unless otherwise informed by the SAO, an employee must sign a statement stating that because of this illness or injury he or she was unable to perform his or her duties.
- 31.04 The Employer may require an employee to produce a certificate from a qualified medical practitioner certifying that the employee is unable to carry out his or her duties due to illness, or to certify that the employee is able to return to work:
- (a) for sick leave of more than 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 sick leave on seven (7) days without a medical certificate.
- 31.05 Employees who are eligible for Long Term Disability shall apply for Long Term Disability benefits as soon as they are eligible to do so. Employees who are eligible for Long Term Disability shall not be entitled to claim sick leave benefits.
- 31.06 An employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension, or on lay-off.
- 31.07 Where leave of absence without pay is authorized for any reason, or an employee is laid off because of lack of work, and the employee returns to work upon expiration of such a leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

### **Travel Time**

- 31.08 An employee who is proceeding to a medical centre outside of Kimmirut under the care of a qualified medical practitioner shall be granted leave with pay which is not to be

charged against his/her sick leave credits for the lesser of two (2) days or the actual time taken to travel, including delays, from Kimmirut to the medical centre and return.

**ARTICLE 32 - BEREAVEMENT LEAVE WITH  
PAY**

- 32.01 An employee shall be granted five (5) working days bereavement leave with pay for grieving and/or to attend the funeral or memorial service of the employee's spouse (including common-law partner), child (including step-child), foster child, parent (including spouse of parent), brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, and any relative living in the household of the employee or with whom the employee resides.
- 32.02 An employee shall be granted three (3) days bereavement leave with pay to attend the funeral or memorial service of the employee's niece, nephew or cousin.
- 32.03 Additional bereavement leave without pay may be taken by mutual agreement between the employee and the Employer.

**ARTICLE 33 - DISCRETIONARY LEAVE  
WITH PAY**

- 33.01 After twelve (12) months of continuous employment, an employee shall be entitled to take four (4) days leave with pay each fiscal year at his/her discretion. Except in cases of emergency, a minimum of one day written notice must be given to the Employer when taking discretionary leave.

**ARTICLE 34 - MATERNITY AND PARENTAL  
LEAVE**

- 34.01 An employee who is 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.
- 34.02 The Employer may:
- (a) 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;
  - (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;

- (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

34.03 Leave granted under this Article shall be counted for the calculation of continuous employment.

#### Maternity-related Reassignment or Leave

34.04 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 without pay for the duration of her pregnancy or period of breastfeeding, as the case may be.

#### Maternity Leave Allowance

34.05 After completion of six (6) months continuous employment, an employee who is on maternity leave without pay and who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to the Employment Insurance Act, shall be paid a maternity leave allowance.

34.06 A recipient under clause 34.05 shall sign an agreement with the Employer providing:

- (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
- (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.

34.07 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of clause 34.06, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.

34.08 No employee shall be laid off, transferred or relocated while on, or within six (6) months of her return, from maternity leave without the consent of the employee, the Employer and the Union.

34.09 In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:

- (a) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks,

payments equivalent to the difference between the Employment Insurance benefits she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;

- (b)
  - (i) for a full-time employee the weekly rate of pay referred to in (a) shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the maternity leave.
  - (ii) for a part-time employee the weekly rate of pay referred to in (a) shall be the prorated weekly rate of pay for her classification and position averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.
- (c) Employees have no vested right to payments under this article except to payments during a period of unemployment specified in the article.
- (d) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under (a), the payments shall be adjusted accordingly.

#### Other Benefits During Leave

- 34.10 An employee returning to work from maternity leave retains her leave credits accumulated prior to taking leave.
- 34.11 If an employee elects to maintain coverage for group benefits, the Employer shall deduct the employee's share of the premiums from her maternity leave allowance. If the maternity leave allowance is not sufficient to cover the employee's share of the premiums then the Employer shall pay the premiums and recover monies paid on behalf of the employee for the employee's share of the premiums when the employee returns to work or terminates her employment.
- 34.12 Illness arising due to pregnancy during employment and prior to this leave may be charged to normal sick leave credits.

#### Parental Leave

- 34.13 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 within 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.
- 34.14 An employee who intends to request parental leave without pay shall provide the Employer with four (4) weeks written notice, except where in the case of adoption the child arrives at the employee's home sooner than expected. 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.

- 34.15 Leave granted under this Article shall be counted for the calculation of continuous employment.
- 34.16 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.
- 34.17 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.

Other Benefits During Parental Leave Without Pay

- 34.18 An employee returning to work from parental leave without pay retains his/her leave credits accumulated prior to taking leave.

**ARTICLE 35 - COMPASSIONATE CARE  
LEAVE**

- 35.01 Both parties recognize the importance of access to leave to provide care and support to a gravely ill family member who has a significant risk of death.
- 35.02 For the purposes of this article, the definition of family member in section 39.1(1) of the Nunavut *Labour Standards Act* shall apply.
- 35.03 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:
  - (a) the day the certificate is issued; or
  - (b) if the leave was commenced before the certificate was issued, the day the leave was commenced.
- 35.04 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.

35.05 Compassionate care leave may be taken in separate periods but each period must be of not less than one week's duration.

35.06 An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.

#### Other Benefits During Leave

35.07 An employee returning to work from compassionate care leave shall retain all benefits and leave credits accumulated prior to taking leave.

35.08 If an employee elects to maintain coverage for group benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee for the employee's share of premiums when the employee returns to work or terminates his/her employment.

#### Request for Leave

35.09 Appropriate leave application forms must be completed and forwarded to the SAO.

35.10 Leave granted under this Article shall be counted for the calculation of continuous employment.

### **ARTICLE 36 - OTHER TYPES OF LEAVE**

#### Court Leave with Pay

36.01 The Employer shall grant leave with pay to an employee for the period of time required:

- (a) to serve on a jury and the jury selection process;
- (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses,

provided the employee remits or assigns to the Employer any remuneration received by him/her as a result of serving on a jury, in the jury selection or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

#### Injury-on-duty Leave with Pay

36.02 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Workers' Safety and Compensation Commission when the

Commission determines that the employee is unable to perform his/her duties because of:

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

if the employee agrees to pay the Employer any amount received by him/her from the Commission for loss of wages in settlement of any claim he/she may have in respect of such injury, sickness or over-exposure.

#### Paid Leave for Office Closing

36.03 Where the Employer closes its workplace or its operations due to weather, safety concerns, by public order, or circumstances beyond the control of the Employer, an affected employee shall be granted leave with pay for the duration of the closure.

#### Paid Leave for Traditional Pursuits

36.04 Leave with pay, to a maximum of three (3) days per fiscal year, shall be granted on very short notice to an employee in order to meet traditional pursuits.

#### Leave With or Without Pay for Other Reasons

36.05 Notwithstanding any provision for leave in this Agreement, the Employer may grant:

- (a) leave with or without pay for purposes other than those specified in this Agreement;
- (b) leave with or without pay in emergency or unusual circumstances.

### **ARTICLE 37 - OUTSIDE EMPLOYMENT**

37.01 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:

- (a) a conflict of duties exists between an employee's regular work and his outside interests; or
- (b) certain knowledge and information available only to Employer personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

**ARTICLE 38 - DISCIPLINE AND DISCHARGE**

Just Cause

38.01 No employee shall be subject to discipline or discharge except for just cause.

Progressive Discipline

38.02 The value of progressive discipline with the aim of being corrective in application is recognized by both parties.

38.03 When an employee is required to attend a meeting where discharge or discipline is to be imposed, the employee is entitled to a minimum of twenty-four (24) hours prior notice of the meeting. The employee shall have the right to Union representation at the meeting and the notice of the meeting will advise the employee of his/her right to have a Representative of the Union in attendance.

38.04 The Employer shall advise the employee in writing of the reasons for such discipline or discharge in sufficient detail that the employee may defend himself/herself against it.

38.05 The Union shall be copied concurrently on all disciplinary letters.

Disciplinary Record

38.06 The Employer agrees not to introduce as evidence in the case of disciplinary action any document from the file of an employee, the existence of which the employee was not made aware by the provision of a copy thereof at the time of its filing.

**ARTICLE 39 - GRIEVANCE AND  
ARBITRATION**

Grievance Procedure

39.01 "Grievance" means a complaint in writing concerning the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, that an Employee, group of Employees or the Union

submit to the Employer, or that the Employer submits to the Union, to be processed through the grievance procedure.

- 39.02 Grievances shall be settled according to the following procedures for grievance and arbitration.
- 39.03 Employees shall have the right to Union representation when presenting a grievance and at all levels of the grievance procedure.
- 39.04 The Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 39.05 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.
- 39.06 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.
- 39.07 An Employee shall attempt to resolve a dispute with the employee's Supervisor prior to filing a grievance. If he/she so desires, an Employee may be assisted and represented by the Union at this stage or when presenting a grievance at any level.
- 39.08 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.
- 39.09 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 (executive committee of Hamlet Council)

- 39.10 The Employer shall designate its representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 39.11 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.
- 39.12 No proceedings under this Article are invalid by reason of any defect of any form or clerical or typographical error.

First Level

- 39.13 A grievance may be presented at the First Level of the grievance procedure to the SAO within twenty one (21) calendar days after the date on which the grievor first becomes aware of the action or circumstances giving rise to the grievance.
- 39.14 The SAO shall reply in writing to a grievance within twenty one (21) calendar days of the date it was presented at the First Level.

Final Level

- 39.15 An employee or the Union may present a grievance to the executive committee of Hamlet Council or its designate at the Final Level:
  - (a) where the decision or settlement is not satisfactory to the grievor, within twenty one (21) 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 limit prescribed above, within twenty one (21) calendar days after the day the reply was due.
- 39.16 The executive committee of Hamlet Council shall reply in writing to a grievance within twenty one (21) calendar days of the date it was presented at the First Level.
- 39.17 The time limits stipulated in this procedure are mandatory and may only be extended by mutual agreement between the Employer and the Union.
- 39.18 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.
- 39.19 Where a difference arises between the Employer and the Union 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 that party's desire to submit the matter to arbitration.

- 39.20 The parties agree that any arbitration arising out of this Agreement shall be by a single arbitrator to be mutually agreed upon by the parties.
- 39.21 The parties will attempt to come to an agreement on the selection of an Arbitrator within sixty (60) 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.
- 39.22 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.
- 39.23 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.
- 39.24 In addition to the powers granted to arbitrators under the *Canada Labour Code*, the Arbitrator may determine that the Employee has been dismissed for other than proper cause and he may,
- (a) direct the Employer to reinstate the employee, or to pay to the Employee a sum equal to his wages lost by reason of the dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
  - (b) make such order as the arbitrator considers fair and reasonable having regard to the terms of this Agreement.
- 39.25 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.
- 39.26 The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 39.27 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.
- 39.28 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 for every such arbitration.
- 39.29 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 fourteen (14) 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.

#### **ARTICLE 40 - TERM EMPLOYEES**

- 40.01 No term position shall have a stated term of more than one (1) year. The Union and the Employer may agree on the extension of a term position beyond one (1) year.
- 40.02 If the Employer requires a term position to extend beyond one (1) year, the position must become a permanent position, which must first be offered to the incumbent of the term position.
- 40.03 Notwithstanding any other provision of this Agreement, the Employer may hire a term employee as a replacement for an employee who is elected as a full-time paid union officer under Article 17.03 for the duration of that leave and any extension thereof.
- 40.04 except in the cases of disciplinary terminations, a term employee shall receive a minimum of four (4) weeks' notice of termination of employment.
- 40.05 Where a term position becomes a permanent position and the incumbent in the term position is appointed to the permanent position, the employee's seniority shall commence as of the initial date of the employee's hiring in the term position.

#### **ARTICLE 41 - CASUAL EMPLOYEES**

- 41.01 "Casual Employee" means a person employed by the Employer for a period not to exceed four (4) months. A casual employee is a member of the Bargaining Unit. If the casual employment exceeds four (4) months, the employee shall be considered a term employee and shall be entitled to all benefits in this Agreement retroactive back to the original date of hire;
- 41.02 Casual employees shall receive all of the benefits of this collective agreement, except:
  - (a) Reporting Pay
  - (b) Leave General
  - (c) Vacation Pay
  - (d) Maternity Leave
  - (e) Parental Leave
  - (f) Other Types of Leave
  - (g) Seniority
  - (h) Lay Off

- (i) Work Clothing
- (j) Duty Travel
- (k) Northern Travel Allowance
- (l) Layoff Severance Pay
- (m) Benefits

- 41.03 Casual employees who, through separate periods of casual employment over a period of three (3) calendar years, have worked more than two thousand, eighty (2,080) hours (2080 employees) shall be paid at Step 2 of the appropriate classification, or the 2802 Employee rate of pay. All other casual employees shall be paid at Step 1 of the appropriate classification or the Casual Employee rate of pay.
- 41.04 2080 employees shall be entitled to be paid vacation pay equal to eight percent (8%) of salary (not including allowances), which shall be added to the employee's bi-weekly pay cheque.
- 41.05 A casual employee shall be paid vacation pay equal to four per cent (4%) of salary (not including allowances), which shall be added to the employee's bi-weekly pay cheque.
- 41.06 2080 employees shall be entitled to priority hiring for any positions with the Employer for which they are qualified and for which they apply. If a 2080 employee is hired into a permanent position, he shall be given credit for all casual hours he has worked over the past two (2) calendar years for the purposes of seniority.
- 41.07 A casual employee, (including 2080 employee) who has not worked for the Employer for a period of more than twelve (12) months shall, if rehired as a casual employee, be paid at the Step 1 of the appropriate classification or the Casual Employee rate of pay set out in Appendix A.

#### **ARTICLE 42 - NORTHERN TRAVEL ALLOWANCE**

- 42.01 All employees shall be paid a Northern Travel Allowance, to assist employees with travel expenses.
- 42.02 Subject to clauses 42.06, 42.07 and 42.08, this allowance shall be based upon an annual amount, and shall be divided by 2080 for employees whose normal hours of work are eight (8) per day; and by 1950 for employees whose normal hours of work are seven and one half (7½) per day.
- 42.03 Effective April 1, 2015 the Northern Travel Allowance shall be based on \$19,122.00, or such other amount as agreed to as provided in paragraph 42.04.
- 42.04 The Northern Travel Allowance shall be equal to the amount of the Northern Allowance for Kimmirut in the Collective Agreement between the Government of Nunavut and the Nunavut Employees Union and shall change on the same dates and to the same amount



when the Northern Allowance for Kimmirut in the Collective Agreement between the Government of Nunavut and the Nunavut Employees Union changes.

- 42.05 This allowance shall be paid on an hourly basis for all regular hours worked. It shall be paid bi-weekly and included with all eligible employees' regular pay.
- 42.06 Each eligible employee who has at least one year of continuous employment as of April 1, 2015, shall be entitled to receive, between July 1, 2015 and March 31 2016, a lump sum payment of \$12,000. For the period of April 1, 2015 to March 31, 2016, the Northern Travel Allowance shall be adjusted by subtracting the amount of \$12,000 from the annual amount of Northern Travel allowance.
- 42.07 Each eligible employee who has at least one year of continuous employment as of April 1, 2015, shall be entitled to receive, between July 1, 2016 and March 31 2017, a lump sum payment of \$9,000. For the period of April 1, 2016 to March 31, 2017, the Northern Travel Allowance shall be adjusted by subtracting the amount of \$9,000 from the annual amount of Northern Travel Allowance.
- 42.08 Each eligible employee who has at least one year of continuous employment as of April 1, 2015, shall be entitled to receive, between July 1, 2017 and March 31 2018, a lump sum payment of \$6,000. For the period of April 1, 2017 to March 31, 2018, the Northern Travel Allowance shall be adjusted by subtracting the amount of \$6,000 from the annual amount of Northern Travel Allowance.
- 42.09 The lump sum payment in clauses 42.06, 42.07 and 42.08 above must be requested in writing by March 15 of each year and shall be paid on a separate cheque and shall be paid on a date requested by the employee between July 1 and March 31 of the respective year.
- 42.10 Eligible employees who receive the lump sum payment in clause 42.06 shall, if they terminate their employment with the Employer for any reason, repay to the Employer a pro-rated amount of the lump sum which the Employee has received, The amount required to be repaid shall be related to the date between the date the Employee terminates his employment and March 31, 2016.
- 42.11 Eligible employees who receive the lump sum payment in clause 42.07 shall, if they terminate their employment with the Employer for any reason, prior to March 31, 2017, repay to the Employer a pro-rated amount of the lump sum which the Employee has received, The amount required to be repaid shall be related to the date between the date the Employee terminates his employment and March 31, 2017.
- 42.12 Eligible employees who receive the lump sum payment in clause 42.08 shall, if they terminate their employment with the Employer for any reason, repay to the Employer a pro-rated amount of the lump sum which the Employee has received, The amount

required to be repaid shall be related to the date between the date the Employee terminates his employment and March 31, 2018.

- 42.13 Amounts owing to the Employer under clauses 42.10, 42.11 and 42.12 shall be deducted from any amounts owing by the Employer to the Employee upon termination of employment. The Employer agrees that in the case of death of an employee, the sum recoverable shall be limited to these amounts.
- 42.14 Effective March 30, 2018, clauses 42.6 through 42.14 of this Article shall be deleted.

#### **ARTICLE 43 - BENEFIT PLANS**

- 43.01 Effective January 1, 2015, all eligible full time, part time and term employees shall be enrolled in the Northern Employee Benefits Services Group Benefit Plan. Employee benefits shall be:
- (a) Basic Group Life Insurance (3x annual salary);
  - (b) Accidental Death, Disease and Dismemberment Insurance (3x annual salary);
  - (c) Dependents insurance; and
  - (d) Long Term Disability (60% non-taxable)
- 43.02 Eligible full time, part time and term employees may choose to participate in the Northern Employee Benefit Services Extended Health Care and Dental Insurance plans.
- 43.03 All issues concerning the insurance plans, including issues of premiums and eligibility for benefits, are determined by the insurance plan providers.
- 43.04 The Employer shall distribute to all employees eligible for coverage under the plans under 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.
- 43.05 Effective January 1, 2015, all eligible full time, part time and term employees shall be enrolled in the Northern Employee Benefits Services Pension Plan, in accordance with the Letter of Understanding which forms part of this agreement.

#### **ARTICLE 44 - DUTY TRAVEL EXPENSES**

- 44.01 An Employee who is authorized to travel on the Employer's business will be reimbursed for travel and accommodation expenses incurred in the amounts specified in the Duty

Travel article of the collective agreement between the Government of Nunavut and the Nunavut Employees Union.

- 44.02 The Employer shall make available the Duty Travel article of the collective agreement between the Government of Nunavut and the Nunavut Employees Union for employees who request it prior to the employee proceeding to travel on behalf of the Employer.

**ARTICLE 45 - NO CONTRACTING OUT**

- 45.01 There shall be no contracting out of any work that results in the layoff, continuance of a layoff or a reduction in hours of any employee.

**ARTICLE 46 - JOB DESCRIPTIONS**

- 46.01 When an Employee is first hired or when an Employee is transferred to another position in the Bargaining Unit, the Employer shall provide the Employee with a current, accurate and written job description for the position to which the employee is hired or transferred.
- 46.02 Upon written request, and employee shall be given a current, accurate and written job description for the employee's position.
- 46.03 When the Employer provides an employee with a job description under this article, a copy of the job description will be provided to the Union.

**New Position**

- 46.04 During the term of this Agreement, if a new position is created by the Employer, the Employer shall before implementing the new position, negotiate with the Union the rates of pay and benefits for the position. If the parties do not reach agreement within sixty (60) days from the date on which the Employer notifies the Union of the creation of the new position, the Employer may implement the new position with the rates of pay and benefits proposed by the Employer, and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of implementation of the new position.

**ARTICLE 47 - VACANCIES, JOB POSTINGS  
AND TRANSFERS**

- 47.01 Every vacancy and every newly created position shall be posted on the Union notice board at the same time as the position is advertised externally. The job posting shall state the job classification, rate of pay, shift and required qualifications of the job. An

employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.

- 47.02 Where the Employer determines that two or more employees are relatively equal with respect to skills, abilities and qualifications, the most senior employee shall be awarded the position.
- 47.03 No employee shall be transferred to another position within the Bargaining Unit without his/her consent.
- 47.04 No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. If an employee is transferred to a position outside the Bargaining Unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority.

**ARTICLE 48 - APPRENTICES**

- 48.01 The *Apprenticeship, Trade and Occupations Certification Act* and regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to the apprentice upon initial hire.
- 48.02 The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprenticeship, Trade and Occupations Certification Act.
- 48.03 Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices branch and shall be effective from the date of certification.
- 48.04 Apprentice rates will be based on a percentage of Step One of the appropriate Journeyman rate, as follows:

<u>4-year training programs</u>		<u>3-year training programs</u>	
year 1	55%	year 1	60%
year 2	65%	year 2	70%
year 3	75%	year 3	80%
year 4	85%		
<u>2-year training programs</u>		<u>1-year training programs</u>	
year 1	65%	year 1	70%
year 2	80%		

- 48.05 Apprentices shall be entitled to the benefits and terms and conditions of employment of this Agreement while they are working for the Employer, but not while the apprentice is attending trade courses.
- 48.06 Where an apprentice fails after two (2) attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of the Apprenticeship

Board to cancel the apprenticeship contract and the apprentice's employment may be terminated.

- 48.07 Upon successful completion of the Apprenticeship Program, the Employer will make every reasonable effort to provide the apprentice with a permanent full-time position in the area of his/her trade. All time spent as an apprentice, provided that there has been no break in continuous employment shall be included in the employee's seniority.

#### **ARTICLE 49 - TRADES**

- 49.01 The provisions of this Article apply to those classifications identified in Appendix "A".
- 49.02 Employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each work day.

#### **Work Clothing**

- 49.03 Articles of work clothing will be provided by the Employer.
- 49.04 Articles of work clothing shall be worn when an employee is on duty. The responsibility of maintaining articles of protective clothing rests with the Employee.
- 49.05 Upon presentation of damaged work clothing articles the Employer will replace lost or damaged articles, but if the loss or damage is determined by the Employer to be willful,

the Employee may be required to pay the replacement cost for the lost or damaged article.

- 49.06 When an Employee's employment is terminated, or when an Employee transfers to another position where work clothing is not required, the Employee shall return all work clothing articles.
- 49.07 Employees required to work outside as a regular part of their employment will be provided with seasonal coveralls and gloves as required.
- 49.08 The quality and suitability of work clothing shall be a topic of discussion before the Occupational Health & Safety Committee
- 49.09 The Employer shall make provisions for the laundering of work clothing at no cost to the employees.

Extreme Weather Conditions

- 49.10 Except in emergency circumstances, an employee shall not be required to work outside in extreme weather conditions.
- 49.11 The definition of extreme weather conditions shall be a topic of discussion before the Occupational Health & Safety Committee.

**ARTICLE 50 - TECHNOLOGICAL CHANGE**

- 50.01 The Employer and the Union recognize the overall advantages of technological change. Both parties will, therefore, encourage and promote technological change and

improvements. The provisions of the *Canada Labour Code* dealing with technological change shall apply.

#### **ARTICLE 51 - HEALTH AND SAFETY**

- 51.01 The Employer shall comply with all applicable federal, territorial and municipal health and safety legislation and regulations.
- 51.02 A copy of the *Safety Act* and Regulations, and any other applicable health and safety legislation and regulations, shall be readily accessible to each employee in the workplace.

#### **Occupational Health & Safety Committee**

- 51.03 The Occupational Health & Safety Committee is established in accordance with the provisions for occupational health and safety committees under the Safety Act and its pursuant applicable regulations.
- 51.04 The purpose of this Committee, in addition to the duties set-out in the legislation, is to participate in developing and monitoring the Employer's health and safety program, and to take health and safety into consideration when formulating policies, practices and procedures. The Committee may make recommendations to the Employer on occupational health and safety practices.
- 51.05 The Committee is a forum where management and employee representatives can meet to exchange information, discuss policies, programs and conditions, and where employee representatives can communicate to the Employer their views on health and safety matters.
- 51.06 The members of the Occupational Health & Safety Committee together shall be required to attend available occupational health and safety courses at least once per year when held in Kimmirut. The Employer shall apply to the Workers' Safety and Compensation Commission to have appropriate health and safety courses offered in Kimmirut at no cost to the employees.

#### **Meetings & Quorum**

- 51.07 The Committee shall consist of two (2) representatives from the employees, appointed by the Union, and two (2) representatives from the Employer. The Committee shall select from its own membership two Chairpersons, one from the representatives from the employees and one from the representatives from the Employer, who shall rotate

duties at every meeting. The Committee will meet at least quarterly, and when necessary as decided by the Committee, during normal working hours.

- 51.08 The quorum of the Committee shall consist of all members of the Committee.
- 51.09 At the direction of the Committee Chairperson members of the Committee are entitled to such time from their regular work as is necessary to attend meetings or to carry out any other functions as members of the committee including reasonable meeting preparation time, and any time spent by the member while carrying out any of his or her functions as a member of the committee shall, for the purposes of calculating pay owing to him or her, be deemed to have been spent at work.

### Minutes

- 51.10 Minutes of every meeting will be prepared and distributed by the Committee prior to the next meeting, at which the minutes will be presented for review and adoption. Adopted minutes shall be forwarded to the Union and posted in the workplace for at least twelve (12) months.

### Powers of Committee

- 51.11 The Committee may request from the Employer any information that the Committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities.

### Right to Refuse Dangerous Work

- 51.12 An employee shall have the right to refuse to work in dangerous situations.
- (a) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his 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 otherwise, or until a safety officer appointed under the Safety Act or his designated representative has investigated the matter and advised him otherwise.
- (b) 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 51.12(a). No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.



First Aid

- 51.13 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.
- 51.14 The Employer will ensure that First Aid facilities at the worksite will be organized and maintained with such equipment and supplies as prescribed by the Safety Act and regulations.
- 51.15 Transportation of Injured Workers
- 51.16 The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical facility, and from there to his/her home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an employee as a result of injury or serious ailment occurring in the workplace.

Accident and/or Injury Reports

- 51.17 Upon request an employee is entitled to copies of his/her accident and/or injury reports on file with the Employer.

Workplace Hazardous Materials Information Systems

- 51.18 The Employer shall facilitate the identification and labelling of new or presently used chemicals, substances or equipment present in the workplace including existing or

potential hazards, precautions and antidotes or procedures to be followed following exposure.

- 51.19 When training is offered, the Employer will allow all employees who are required to hold a Workplace Hazardous Material Information Systems (WHMIS) certificate to attend WHMIS training at the Employer's expense.

#### **ARTICLE 52 - PROTECTIVE CLOTHING**

- 52.01 Items of protective clothing and/or safety equipment which the Workers' Compensation Act requires the Employer to provide to specific employees shall be provided by the Employer to such employees.
- 52.02 Articles of protective clothing shall be worn when an employee is on duty. The responsibility of maintaining articles of protective clothing rests with the Employee.

#### **ARTICLE 53 - CIVIL LIABILITY**

- 53.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties:
- (a) the employee, upon being served with any legal process, or upon receipt of any action or proceeding being commenced against him, shall advise the Employer of any such notification or legal process;
  - (b) the Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or the Employer shall pay or ensure it is paid by another agency 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.
  - (c) The employee shall not enter into any settlement agreement without the express written authority of the Employer and if he does enter into such settlement agreement without proper authorization he agrees to waive any rights provided to him under this Article.
- 53.02 Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

#### **ARTICLE 54 - SOCIAL JUSTICE FUND**

- 54.01 Effective date of ratification, the Employer shall contribute one cent (1¢) per hour for each regular hour worked by employees in the Bargaining Unit to the PSAC Social Justice Fund. 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. The parties agree that monies raised by the Social Justice Fund shall be spent on projects in Nunavut.

**ARTICLE 55 - RE-OPENER OF AGREEMENT  
AND MUTUAL DISCUSSIONS**

Agreement Re-opener

55.01 This Agreement may be amended by mutual consent of the parties.

Mutual Discussions

55.02 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 56 - DURATION OF AGREEMENT**

56.01 The term of this Agreement shall be from date of ratification to March 31, 2018. The provisions of this Agreement take effect on the date of ratification unless another date is expressly stated therein.

56.02 Notwithstanding Article 56.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 39, 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.

56.03 In accordance with Section 49(1) of the *Canada Labour Code*, either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement.

56.04 Where notice to bargain collectively has been given under Article 56.03, 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.

**SCHEDULE A – RATES OF PAY**

**Effective April 1, 2014**

CLASSIFICATION	STEP 1	STEP 2	STEP 3
WATER TRUCK DRIVER	\$ 25.09	\$ 25.84	\$ 26.62
SEWAGE TRUCK DRIVER			
GARBAGE TRUCK DRIVER			
JANITOR			
RECEPTIONIST	\$ 18.17	\$ 18.72	\$ 19.28
CENTRE SUPERVISOR			
WATER AND SEWER HELPER	\$ 19.57	\$ 20.16	\$ 20.76
UNCERTIFIED BUILDING MAINTAINER			
HEAVY EQUIPMENT OPERATOR	\$ 27.99	\$ 28.83	\$ 29.69
MECHANIC			
INTERPRETER	\$ 33.22	\$ 34.22	\$ 35.25
FINANCE OFFICER			
FOREMAN			
MMOS			
ASSISTANT MECHANIC	\$ 25.55	\$ 26.32	\$ 27.11
BYLAW OFFICER			
RECREATION COORDINATOR	\$ 23.43	\$ 24.13	\$ 24.85
BUILDING MAINTENANCE SUPERVISOR	\$ 41.82	\$ 43.07	\$ 44.36
FINANCE CLERK	\$ 28.67	\$ 29.53	\$ 30.42
AIRPORT MAINTAINER	\$ 27.99		
SCHOOL BUS DRIVER	\$ 25.50		
MUNICIPAL LIAISON OFFICER	\$ 25.55		
LANDS CLERK	\$ 19.57		
POST OFFICE EMPLOYEE	\$ 20.67		

COMMUNITY JUSTICE OUTREACH WORKER	\$ 29.34
COMMUNITY ECONOMIC DEVELOPMENT OFFICER	\$ 23.00
CASUAL EMPLOYEE	\$ 16.73
2080 EMPLOYEE	\$ 17.23

Notes:

1. Employees who are currently being paid in excess of the salary grid shall retain their existing rate of pay, and shall receive all the economic increases over the period of this agreement.
2. Casual employees who work in a classification shall be paid at Step 1 of that classification
3. Effective April 1, 2014, any employee who has been employed for more than one (1) year, shall move to Step 2 of the employee's classification. Effective April 1, 2015, subject to satisfactory performance, these employees shall move to step 3 of the employee's classification.
4. Subject to paragraph 3, employees shall move from step to step on their classification, subject to satisfactory performance, on their anniversary date.

EFFECTIVE OCTOBER 1, 2014 CLASSIFICATION	STEP 1	STEP 2	STEP 3
WATER TRUCK DRIVER SEWAGE TRUCK DRIVER GARBAGE TRUCK DRIVER	\$ 25.84	\$ 26.62	\$ 27.42
JANITOR RECEPTIONIST CENTRE SUPERVISOR	\$ 18.72	\$ 19.28	\$ 19.86
WATER AND SEWER HELPER UNCERTIFIED BUILDING MAINTAINER	\$ 20.16	\$ 20.76	\$ 21.38
HEAVY EQUIPMENT OPERATOR	\$ 28.83	\$ 29.69	\$ 30.58
MECHANIC INTERPRETER FINANCE OFFICER FOREMAN	\$ 34.22	\$ 35.25	\$ 36.31
MMOS ASSISTANT MECHANIC BYLAW OFFICER	\$ 26.32	\$ 27.11	\$ 27.92
RECREATION COORDINATOR	\$ 24.13	\$ 24.85	\$ 25.60
BUILDING MAINTENANCE SUPERVISOR	\$ 43.07	\$ 44.36	\$ 45.69
FINANCE CLERK	\$ 29.53	\$ 30.42	\$ 31.33
AIRPORT MAINTAINER	\$ 28.83		
SCHOOL BUS DRIVER	\$ 26.27		
MUNICIPAL LIAISON OFFICER	\$ 26.32		
LANDS CLERK	\$ 20.16		
POST OFFICE EMPLOYEE	\$ 21.29		
COMMUNITY JUSTICE OUTREACH WORKER	\$ 30.22		

COMMUNITY ECONOMIC DEVELOPMENT OFFICER	\$ 23.69
CASUAL EMPLOYEE	\$ 17.23
2080 EMPLOYEE	\$ 17.75

Notes:

1. Employees who are currently being paid in excess of the salary grid shall retain their existing rate of pay, and shall receive all the economic increases over the period of this agreement.
2. Casual employees who work in a classification shall be paid at Step 1 of that classification
3. Effective April 1, 2014, any employee who has been employed for more than one (1) year, shall move to Step 2 of the employee's classification. Effective April 1, 2015, subject to satisfactory performance, these employees shall move to step 3 of the employee's classification.
4. Subject to paragraph 3, employees shall move from step to step on their classification, subject to satisfactory performance, on their anniversary date.

EFFECTIVE APRIL 1, 2016 CLASSIFICATION	STEP 1	STEP 2	STEP 3
WATER TRUCK DRIVER SEWAGE TRUCK DRIVER GARBAGE TRUCK DRIVER	\$ 26.36	\$ 27.15	\$ 27.97
JANITOR RECEPTIONIST CENTRE SUPERVISOR	\$ 19.09	\$ 19.67	\$ 20.26
WATER AND SEWER HELPER UNCERTIFIED BUILDING MAINTAINER	\$ 20.56	\$ 21.18	\$ 21.81
HEAVY EQUIPMENT OPERATOR	\$ 29.41	\$ 30.28	\$ 31.19
MECHANIC INTERPRETER FINANCE OFFICER FOREMAN	\$ 34.90	\$ 35.96	\$ 37.04
MMOS ASSISTANT MECHANIC BYLAW OFFICER	\$ 26.85	\$ 27.65	\$ 28.48
RECREATION COORDINATOR	\$ 24.61	\$ 25.35	\$ 26.11
BUILDING MAINTENANCE SUPERVISOR	\$ 43.93	\$ 45.25	\$ 46.60
FINANCE CLERK	\$ 30.12	\$ 31.03	\$ 31.96
AIRPORT MAINTAINER	\$ 29.41		
SCHOOL BUS DRIVER	\$ 26.80		
MUNICIPAL LIAISON OFFICER	\$ 26.85		
LANDS CLERK	\$ 20.56		
POST OFFICE EMPLOYEE	\$ 21.72		
COMMUNITY JUSTICE OUTREACH WORKER	\$ 30.82		



COMMUNITY ECONOMIC DEVELOPMENT OFFICER	\$ 24.16
CASUAL EMPLOYEE	\$ 17.57
2080 EMPLOYEE	\$ 18.11

Notes:

1. Employees who are currently being paid in excess of the salary grid shall retain their existing rate of pay, and shall receive all the economic increases over the period of this agreement.
2. Casual employees who work in a classification shall be paid at Step 1 of that classification
3. Employees shall move from step to step on their classification, subject to satisfactory performance, on their anniversary date.

EFFECTIVE APRIL 1, 2017

CLASSIFICATION	STEP 1	STEP 2	STEP 3
WATER TRUCK DRIVER	\$ 27.02	\$ 27.83	\$ 28.67
SEWAGE TRUCK DRIVER			
GARBAGE TRUCK DRIVER			
JANITOR			
RECEPTIONIST	\$ 19.57	\$ 20.16	\$ 20.77
CENTRE SUPERVISOR			
WATER AND SEWER HELPER	\$ 21.07	\$ 21.71	\$ 22.36
UNCERTIFIED BUILDING MAINTAINER			
HEAVY EQUIPMENT OPERATOR	\$ 30.15	\$ 31.04	\$ 31.97
MECHANIC			
INTERPRETER	\$ 35.77	\$ 36.86	\$ 37.97
FINANCE OFFICER			
FOREMAN			
MMOS			
ASSISTANT MECHANIC	\$ 27.52	\$ 28.34	\$ 29.19
BYLAW OFFICER			
RECREATION COORDINATOR	\$ 25.23	\$ 25.98	\$ 26.76
BUILDING MAINTENANCE SUPERVISOR	\$ 45.03	\$ 46.38	\$ 47.77
FINANCE CLERK	\$ 30.87	\$ 31.81	\$ 32.76
AIRPORT MAINTAINER	\$ 30.15		
SCHOOL BUS DRIVER	\$ 27.47		
MUNICIPAL LIAISON OFFICER	\$ 27.52		
LANDS CLERK	\$ 21.07		
POST OFFICE EMPLOYEE	\$ 22.26		
COMMUNITY JUSTICE OUTREACH WORKER	\$ 31.59		

COMMUNITY ECONOMIC DEVELOPMENT OFFICER	\$ 24.76
CASUAL EMPLOYEE	\$ 18.01
2080 EMPLOYEE	\$ 18.56

Notes:

1. Employees who are currently being paid in excess of the salary grid shall retain their existing rate of pay, and shall receive all the economic increases over the period of this agreement.
2. Casual employees who work in a classification shall be paid at Step 1 of that classification
3. Employees shall move from step to step on their classification, subject to satisfactory performance, on their anniversary date.

Classifications to which Article 48 applies and which are eligible for work clothing:

Water Truck Driver	Water Truck Helper	Garbage Truck Driver
Sewage Truck Driver	Sewage Truck Driver	Airport Maintainer
Heavy Equipment Operator	Building Maintainer	Building Maintenance Supervisor
Mechanic	Assistant Mechanic	Foreman
Bylaw Officer		

**LETTER OF UNDERSTANDING #1**

Both the Employer and the Union agree that the following forms part of this Collective Agreement:

**Third Party Funded Positions**

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. A circumstance may arise where the funds that the Employer receives under these contracts are less than the Employer's cost of having employees provide these services.

Employees affected by such third party arrangements include: Municipal Liaison Officer, Community Economic Development Officer, Community Justice Outreach Worker, Lands Officer, Post Office employees, Building Maintainer, and Airport Maintainer.

The provisions of Article 46.04 – New Positions shall apply to all third party funded contract positions or other special project employees that, from time to time, the Employer may hire under contribution agreements. In such cases, negotiations with the Union may include benefits as well as pay.

Where the Employer provides financial administration only to third party contribution agreements because they are a registered body, the said employees of these contribution agreements may be exempt from benefits as outlined in this Collective Agreement for the duration of the Collective Agreement.

In the event that the Employer is contemplating the termination of a contract with another agency which will have the effect of the lay off of one or more employees in the Bargaining Unit, the Employer and the Union agree that:

1. The Employer shall provide not less than sixty (60) days' notice in writing to the Union of the contract that may be terminated, along with the consequences to the employees of the Bargaining Unit if that contract is terminated.
2. At the request of either party, the Employer and the Union shall meet within the sixty (60) day notice period to discuss alternatives to the termination of the contract. The Employer will grant leave with pay for one (1) employee, who would be affected by the contemplated termination of the contract, to attend the meeting on behalf of the Union. The Employer will provide the Union with a copy of the contract and its rationale for contemplating the termination of the contract.
3. If an agreement is reached between the Employer and the Union with respect to an alternative to the termination of the contract, that agreement shall become a Memorandum of Agreement, shall be signed by both the Union and the Employer, and shall be incorporated into the Collective Agreement.

4. If the Employer and the Union do not reach an agreement, the Employer may exercise its rights under the Collective Agreement.
5. Notice given to the Union under this Memorandum of Agreement shall not constitute notice of lay off under Article 13.

**LETTER OF UNDERSTANDING #2**

Implementation of Northern Employee Benefit Services Pension Plan

The Union and the Employer have agreed to implement the Northern Employee Benefit Services Pension Plan for all eligible full time and part time Employees

Effective January 1, 2015, the Employer and all eligible Employees shall each contribute 2% to the Pension Plan.

Effective January 1, 2016, the Employer and all eligible Employees shall each contribute 4% to the Pension Plan.

Effective January 1, 2017, the Employer and all eligible Employees shall each contribute 6% to the Pension Plan.

Effective January 1, 2018 the Employer and all eligible Employees shall each increase their contributions to 8% to the Pension Plan.

**LETTER OF UNDERSTANDING #3**

As a result of the negotiation of the first collective agreement, the parties agree on the following transition measures:

1. Within ninety days of the date of ratification of this collective agreement, the Employer will review the hours of all casual employees, to determine whether any of those casual employees have worked 37.5 or 40 hours a week for a period of more than four months. Zany such employees shall be appointed as term employees in accordance with the definition of casual employees.
2. For the period from the date of ratification until March 31, 2015, employees shall continue to receive Settlement Pay and Vacation Travel Assistance under the same terms as they did prior to ratification of the collective Agreement.
3. Provide to all employees employed as of date of ratification a lump sum payment of \$1000, to be prorated for part time and casual employees.
4. This Letter of Understanding shall expire on March 31, 2018.