

COLLECTIVE BARGAINING

BETWEEN:

MUNICIPALITY OF QIKIQTARJUAQ

("Employer")

AND:

PUBLIC SERVICE ALLIANCE OF CANADA

("Alliance")

APRIL 1, 2017 –MARCH 31, 2020

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ARTICLE 1: PURPOSE OF AGREEMENT

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

ARTICLE 2: TERM OF THE COLLECTIVE AGREEMENT

- 2.01 The term of this Agreement shall be from April 1, 2017 to March 31, 2020.
- 2.02 Notwithstanding Article 2.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 40 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.
- 2.03 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 in accordance with Section 49 of the *Canada Labour Code*.
- 2.04 Where notice to bargain collectively has been given under Article 2.03, 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 of condition, or such a right or privilege.

ARTICLE 3: DEFINITIONS

- 3.01 (a) "Abandonment of Position" means an Employee is absent without leave and has not contacted the Employer for four (4) consecutive shifts, except where the Employee is stranded outside Qikiqtarjuaq because of weather conditions and is unable to contact the Employer before or during the absence directly or indirectly;

- (b) "Agreement" means this Collective Agreement;
- (c) "Alliance" means the Public Service Alliance of Canada;
- (d) "Allowance" means compensation payable to an Employee in addition to his regular remuneration payable for the performance of the duties of his position;
- (e) "Bargaining Unit" means all Employees of the Municipality of Qikiqtarjuaq excluding the Senior Administrative Officer, Director of Finance and the Foreman;
- (f) "Basic Rate of Pay" shall mean the incremental step in the salaries appendix applicable to an Employee in accordance with the terms of this Collective Agreement;
- (g) "Casual Employee" means a person who:
 - (i) is hired for work of a temporary nature not exceeding six (6) months full-time equivalency in duration unless agreed otherwise by the parties;
 - (ii) is not regularly scheduled but works on a call basis; and/or scheduled to relieve in the case of absences for illness, injury, leaves of absence and/or vacation of other Employees;

Except as provided above, a Casual Employee will not be used to reduce the hours of work of, or replace, an Employee.

A Casual Employee who is hired into a Permanent position with a break in service of less than three (3) continuous months shall have his or her hours as a Casual Employee counted for the purposes of seniority.

Except where stated to the contrary within the applicable Article, the following provisions of the Collective Agreement will not apply to the Casual Employee:

- Northern Allowance
- Pension
- Benefits
- Lay Off and Recall
- Sick Leave
- Special Leave
- Leave – General
- Designated Paid Holidays
- Annual Vacation
- Other Types of Leave
- Short-term Leave for Training Purposes
- Seniority

Ultimate Removal
Relocation Expenses on Initial Appointment

- (h) "Committee" means the Labour/Management Committee;
- (i) A "Common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an Employee has lived with a person, publicly represents that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse;
- (j) "Continuous Employment" and "Continuous Service" shall mean the period of employment commencing on the latest date of employment that is not interrupted by termination or dismissal;
- (k) "Council" means Council of Municipal Corporation of Hamlet of Qikiqtarjuaq;
- (l) "Day of rest" in relation to an Employee means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
- (m) "Dependant" means a person residing with the Employee who is:
 - (i) that Employee's spouse, including common-law spouse;
 - (ii) child, including step-child and adopted child, who
 - (1) is under nineteen (19) years of age and dependent upon him for support,
or
 - (2) being under twenty-one (21) years of age and dependent upon him/her by reason of full-time attendance at an Education Institution; or
 - (3) being nineteen (19) years of age or more and dependent upon him by reason of mental or physical infirmity;
 - (iii) a relative of the Employee residing in the Employee's household who is wholly dependent upon the Employee for support by reason of mental or physical infirmity.
- (n) "Demotion" means the appointment of an Employee to a new position with a rate of pay which is less than that of his former position.
- (o) "Employee" shall mean a member of the Bargaining Unit.
 - (i) "Permanent Part-time Employee" shall mean a person employed on a continuing basis for less than the standard work day, week or month;

- (ii) “Permanent Full-time Employee” shall mean an employee who has successfully completed the Probationary Period, and
 - (a) for outside workers is working 40 hours or more per week;
 - (b) for office workers is working 37.5 hours or more per week;
- (iii) “Term Employee” shall mean an Employee hired for a term with a defined commencement and termination date.

Except where stated to the contrary with the applicable Article, the following provisions of the Collective Agreement will not apply to Term Employees:

Pension
 Benefits
 Designated Paid Holidays
 Annual Vacation
 Ultimate Removal
 Relocation Expenses on Initial Appointment
 Short-term Leave for Training Purposes
 Seniority

- (p) “Employer” means the Municipality of Qikiqtarjuaq;
- (q) “Fiscal year” means the period of time from April 1 of one year to March 31 of the following year.
- (r) “Grievance” means a complaint in writing that an Employee, group of Employees, or the Union submits to the Employer, or a complaint in writing that the Employer submits to the Union to be processed through the grievance procedure;
- (s) “Holiday” means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement;
- (t) “Leave of absence” means absence from duty with the Employer’s permission;
- (u) “Lieutime” means the equivalent leave with pay taken in lieu of cash payment;
- (v) The expression “may” is permissive and the expressions “shall” and “will” are imperative.
- (w) “Membership fees” means the fees established pursuant to the By-Laws of the Union as fees payable by the members of the Bargaining Unit.
- (x) “Overtime” means work performed by an Employee in excess of his regularly scheduled hours of work, with the prior approval of the Employer;

- (y) “Probation” means a period of six (6) months from the day upon which an Employee is first appointed to the Hamlet. The Probation may be extended by an additional period of time not exceeding three (3) months. If the Employee does not successfully complete his probation period, his employment may be terminated in a manner consistent with Article 17;
- (z) “Promotion” means the appointment of an Employee to a new position with a rate of pay which exceeds that of his former position.
- (aa) “Rates of Pay”:
 - (i) “weekly rate of pay” means an Employee’s annual salary divided by 52.176;
 - (ii) “daily rate of pay” means an Employee’s weekly rate of pay divided by five (5);
 - (iii) “hourly rate of pay” means the rate established in the rates of pay schedules;
- (bb) “Representative” means an Employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (cc) “Seasonal Employee” is a permanent Employee hired on a recurring basis subject to the operational requirements of the Employer.
 - (a) The Seasonal Employee will be treated as a Permanent Full-Time Employee in relation to the following Articles:
 - Designated Paid Holidays
 - Sick Leave
 - Special Leaves
 - Northern Allowance
- (dd) “Senior Administrative Officer” “SAO” means the Employee appointed by Council pursuant to the provisions of the *Hamlets Act* to oversee the day-to-day activities of the Hamlet;
- (ee) “Straight-time rate” means the hourly rate of pay;
- (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 as represented by its agent the Nunavut Employees Union.

- 3.02 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the fact or context requires this and with regard to the provisions of this Agreement.
- 3.03 Except as otherwise provided in this Agreement, expressions used in this Agreement:
- (a) if defined in the *Labour Standards Act*, or in the Regulations thereof, have the same meaning as given to them in the *Labour Standards Act*; and
 - (b) if defined in the *Interpretations Act*, but not defined elsewhere in this Agreement or in the *Labour Standards Act*, or in the Regulations thereof, have the same meanings as given to them in the *Interpretations Act*.

ARTICLE 4: RECOGNITION

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees as described in the Certification Order No. 9459-U issued by the Canadian Industrial Relations Board dated 30th day of April, 2008.
- 4.02 The Employer shall advise prospective Employees that the workplace is unionized.

ARTICLE 5: HUMAN RIGHTS

Freedom from Discrimination

- 5.01 The Union, the Employer, 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, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, disability, political affiliation, conviction for an offence for which a pardon has been granted, or union membership or activity or exercising their rights under the Agreement.
- 5.02 The Employer shall make every reasonable effort to find alternate employment within its employ for an Employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability arising as a result of his employment with the Employer.

Equal Pay for Equal Work

- 5.03 The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the Employee.

Freedom from Sexual Harassment

- 5.04 “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;
- 5.05 The Employer will make every reasonable effort to ensure that no Employee is subjected to sexual harassment.
- 5.06 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer’s direction who subjects any Employee to sexual harassment.
- 5.07 Complaints of sexual harassment shall be brought to the attention of the Senior Administrative Officer. An Employee may be assisted by the Union in making a complaint. If the Senior Administrative Officer is the subject of the complaint, it will be brought to the attention of the Finance, Legislation and Administration Committee Council (excluding the Senior Administrative Officer).
- 5.08 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

Freedom from Workplace Violence

- 5.09 “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 verbal nature.
- 5.10 The Employer will make every reasonable effort to ensure that no Employee is subjected to workplace violence.
- 5.11 No Employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties.
- 5.12 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer’s direction who subjects any Employee to workplace violence.
- 5.13 Complaints of workplace violence shall be brought to the attention of the Senior Administrative Officer. An Employee may be assisted by the Union in making a

complaint. If the Senior Administrative Officer is the subject of the complaint, it will be brought to the attention of the Finance, Legislation and Administration Committee of Council (excluding the Senior Administrative Officer.)

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

Religious Observance

- 5.15 An Employee may, in accordance with the provisions of this Agreement, request annual leave, lieu time, or leave without pay in order to fulfill his/her religious obligations.
- 5.16 At the request of the Employee and at the discretion of the Employer, time off with pay may be granted to the Employee in order to fulfill his/her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of sixty (60) days, at times agreed to by the Employer. Hours worked as a result of time off granted under this Article shall not be compensated. If the Employee fails to make up the required hours within the sixty (60) days, pay for those hours shall be deducted from his next pay cheque.

ARTICLE 6: MANAGEMENT RIGHTS

- 6.01 Management reserves all rights not specifically restricted in this Collective Agreement.
- 6.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency, and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
 - (b) direct the working force and to create new positions and to determine the number of Employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;
 - (c) hire, promote, classify, transfer within the same site, lay off and recall Employees; and
 - (d) demote, discipline, suspend, or discharge.
 - (e) Subject to the above not being in conflict with the Collective Agreement.

ARTICLE 7: APPLICATION

7.01 The provisions of this Agreement apply to the Union, the Employees, and the Employer.

ARTICLE 8: FUTURE LEGISLATION

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

Conflict of Provisions

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

ARTICLE 9: STRIKES AND LOCKOUTS

9.01 There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, picketing or any other interference with production by any Employee or Employees during the term of this Agreement.

9.02 Any Employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, or any other interference with production may be disciplined.

ARTICLE 10: EMPLOYER DIRECTIVES

10.01 The Employer shall provide the Union with a copy of all personnel directives where the Employer proposes to issue a personnel directive, which is intended to clarify the interpretation or application of this Agreement.

ARTICLE 11: RESTRICTION ON OUTSIDE EMPLOYMENT

11.01 Subject to Article 11.02, an Employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.

11.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when:

- (a) a conflict of duties may develop between an Employee's regular work and his outside interests; and
- (b) certain knowledge and information available only to the Employee place the individual in a position where he can exploit the knowledge or information for personal gain.
- (c) the outside employment interferes with the ability of the Employee to perform the duties of his position in a satisfactory manner.

11.03 Employees are prohibited from use of property of the Employer, including but not limited to premises, equipment, vehicles, tools, supplies, records and information obtained through their employment, in any business or employment carried on pursuant to this Article, unless approved by the Employer.

ARTICLE 12: UNION ACCESS

12.01 Upon reasonable advance notification the Employer shall permit access to its work premises of an accredited representative of the Alliance. Permission to enter the Employer's premises shall not be unreasonably denied.

12.02 The Employer acknowledges the right of the Union to appoint Employees as representatives. The Alliance will provide the Employer with the name of its representative and alternates within a reasonable period.

12.03 Union access is restricted to personnel matters involving the Employees, unless otherwise agreed to by the parties.

ARTICLE 13: TIME OFF FOR UNION BUSINESS

13.01 Conciliation or Arbitration Hearings (Disputes)

- (a) The Employer will grant leave with pay to any Employee whose presence is essential to representing the Union before a conciliation or arbitration hearing.

Employee Called as a Witness

- (b) The Employer will grant leave with pay to an Employee called as a witness before a conciliation or arbitration hearing.

Arbitration Hearings (Grievances)

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

Employee Who Acts as a Representative

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

Employee Called as a Witness

- (c) The Employer will grant leave with pay to a witness called by an Employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.

Contract Negotiation Meetings

- 13.03 The Employer will grant leave with pay for two (2) Employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

- 13.04 The Employer will grant leave with pay for two (2) Employees for a maximum of one (1) day each to attend preparatory negotiations meetings.

Meetings between the Union and Management

- 13.05 The Employer will grant leave with pay to a maximum of two (2) Employees who are meeting with management on behalf of the Union.

Employee Organization Executive Council Meetings, Congress and Conventions

- 13.06 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) Employees to attend executive council meetings and conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the Northern Territories Federation of Labour.

Representative Training Course

- 13.07 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) Employees who have been appointed as Representatives of the Union to undertake training related to the duties of a Representative.

Time-off for Representative

- 13.08 A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably denied.
- 13.09 The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.
- 13.10 Where operational requirements permit and upon reasonable notice, the Employer will grant leave without pay for a reasonable number of Employees:
- (a) to participate as delegates to constitutional conferences or other similar forums mandated by Federal or Territorial legislations; and
 - (b) to present briefs to commissions, boards or hearings that are mandated by Federal or Territorial legislation and whose area of interest is of concern to organized labour.

Leave for Union Office

- 13.11 Employees elected to the governing executive of the Union, the Alliance or the Northern Territories Federation of Labour shall, upon application, be granted leave of absence for the term of office. During the leave of absence such Employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 13.12 Such Employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 13.13 Upon termination of their leave of absence such Employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave. or if not possible to an equivalent position. When such Employees wish to invoke this Article they shall provide the Employer with three months notice of their intent to do so.
- 13.14 Notwithstanding Article 13.13, the Employer may make an offer of employment to such Employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.

- 13.15 Such Employees will retain their seniority, but shall not accrue further seniority during their leave of absence.
- 13.16 Upon reasonable notification, the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.
- 13.17 A Representative shall obtain the permission of appropriate management before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- 13.18 The Representative shall report back to the appropriate management personnel before resuming his normal duties.

ARTICLE 14: CHECK OFF

- 14.01 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, subject to the terms of the *Canada Labour Code*.
- 14.02 Effective the first of the month following the signing of this Agreement, the Employer shall, as a condition of employment, deduct membership fees from the pay of all Employees in the Bargaining Unit, which will be deducted from each pay cheque to the extent that earnings are available.
- 14.02 The Alliance shall inform the Employer in writing of the authorize deduction to be checked off for each Employee within the Bargaining Unit.
- 14.03 From the date of signing and for the duration of this Agreement, 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.
- 14.04 The amounts deducted in accordance with Article 14.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on his behalf.
- 14.05 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.
- 14.06 The Employer agrees to identify annually on each Employee's T4 slip the total amount of membership fees deducted for the applicable year.

ARTICLE 15: INFORMATION

- 15.01 The Employer agrees to provide the Union on a semi-annual basis with information concerning the identification of each Employee. This information shall include the name, address, job classification, rate of pay, social insurance number and employment status of each Employee. The Employer shall also indicate if any Employees have been hired or transferred or whose employment has been terminated during the period reported.
- 15.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

Publication of Agreement

- 15.03 The Employer and the Union will share equally all costs associated with the publication and distribution of this Agreement. The Union will facilitate the publication and distribution of this Agreement.
- 15.04 The Employer shall provide each Employee with a copy of this Agreement.
- 15.05 The Employer shall provide each new Employee with a copy of this Agreement upon his appointment

Translation

- 15.06 If an Inuktitut version of this Agreement is requested, the Union and the Employer will share equally all costs associated with the translation of this Agreement. In the case of any dispute between the versions of this Agreement, the English version shall govern.

ARTICLE 16: BULLETIN BOARD

- 16.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 16.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 16.03 The Employer shall make available to the Union and members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit, subject to availability.

- 16.04 A Representative of the Union shall have the right to give each new Employee except for Casual Employees an orientation of up to thirty (30) minutes and the Representative of the Union shall be given leave with pay for such purposes.

ARTICLE 17: PROBATIONARY PERIOD

- 17.01 New Employees shall serve a probationary period of six (6) months (equivalent of full-time hours – Outside Workers 1040 hours; Office Staff 975 hours).
- 17.02 The Employer has the right to terminate the employment of a probationary Employee at any time and for any reason during the probationary period without notice or payment in lieu of notice provided a reasonable reason is given. If terminated, the probationary Employee will have recourse to Article 38.01 through to 39.05 38.05 only.
- 17.03 An Employee's probationary period can be extended up to a maximum of three (3) months. If a new Employee is terminated during such an extension of the probationary period, according to Article 37.07(b) the Employee will be entitled to one (1) week's notice or payment of wages (on the basis of the previous two months' earnings) in lieu of notice.

ARTICLE-18: HOURS OF WORK

- 18.01 The normal work schedule for Permanent Full-Time Employees is as follows:
- (a) Outside workers will have a schedule representing a forty (40) hour work week within a Saturday to Friday timeframe as scheduled by the Public Works Foreman;
 - (b) Office staff will have schedules representing a 37.5 hour work week within a Saturday to Friday timeframe as scheduled and approved by the SAO or his designate.
- 18.02 All Employees are expected to report to duty promptly, such that they are fully prepared to begin work at the designated start time. Employees reporting sick or otherwise unable to work on a given day are to contact or leave a message for their supervisor one half-hour prior to their scheduled start time.
- 18.03 Employees shall be allowed one (1) fifteen (15) minute coffee break in the middle of each half-day worked. The break shall be taken at the site the Employee is currently working.
- 18.04 Work hours exclude a meal period of one (1) hour, to be at approximately mid-part of a shift, during each working day in which the Employee works in excess of five (5) hours.

- 18.05 Any Employee who is absent from scheduled duties for four (4) consecutive days, without prior approval, shall be considered to have abandoned the position, and will be deemed to have resigned, unless it can be later shown to the Employer that emergency or special circumstances prevented adequate or timely notification of the manager or supervisor.
- 18.06 The Employer, due to reasons related to equipment failure, equipment unavailability or weather conditions, will be entitled to direct the Employee to complete other appropriate duties.
- 18.07 The radio station employees and recreation employees (arena staff and gymnasium staff) will work a non-standard work week and will be required to work days other than Monday to Friday as part of their work week. Monthly schedules shall be posted one week in advance.
- 18.08 Recreation (arena and gymnasium) employees and radio station employees may be required to work split shifts and alternating shifts. Monthly schedules shall be posted one week in advance.

ARTICLE 19: OVERTIME

- 19.01 For Permanent Full-time, Term Employees, overtime shall be paid at a rate of:
- (a) time and a half (1½X) the Employee's regular rate of pay for the first four (4) hours of overtime worked in excess of eight (8) hours (outside workers) or seven and a half (7.5) hours (office staff);
 - (b) double time (2X) for any overtime hours worked in excess of four (4) overtime hours Monday to Friday;
 - (c) time and a half (1½X) the Employee's regular rate of pay for the first twelve (12) hours (outside workers) or eleven and a half (11.5) hours (office staff) and double time (2X) thereafter worked on Saturday;
 - (d) double time (2X) for any time worked on Sunday.
- 19.02 Permanent Part-time, Seasonal and Casual Employees shall be paid at a rate of:
- (a) time and a half (1½X) the Employee's regular rate of pay for the first four (4) hours of overtime worked in excess of eight (8) hours (outside workers) or seven and a half (7.5) hours (office staff);
 - (b) double time (2X) for any overtime hours worked in excess of four (4) overtime hours on a given day.

- 19.03 (a) Except in the case of emergencies, all overtime hours must be authorized in advance by the Senior Administrative Officer or delegate, or Public Works Foreman or delegate. For greater clarity, the Employer is not obligated to compensate Employees who work overtime without prior authorization, except in cases of emergencies.
- (b) Subject to operational requirements, the Employer shall make every reasonable effort:
- (i) to allocate overtime work on an equitable basis among readily available qualified Employees who are normally required in their regular duties to perform that work;
 - (ii) to give Employees who are required to work overtime reasonable advance notice of this requirement.
- (c) Employees may refuse to work overtime, except in the case of emergencies or the breakdown of a water or sewer truck.
- 19.04 An Employee who is requested to work overtime shall be entitled to a minimum of fifteen (15) minutes' pay at the appropriate rate.
- 19.05 Subject to Article 19.06, in lieu of Article 19.01 or Article 19.02 the Employer shall grant, at the Employee's request, equivalent leave with pay at the appropriate overtime rate.
- 19.06 An Employee may bank time off in lieu of being paid overtime, at the applicable overtime rates, subject to the following:
- (a) Such time off shall be granted based on the overtime rate when banked times the actual hours worked. The total number of overtime hours banked and taken is not to exceed eighty (80) straight time hours in any fiscal year. Any overtime accumulated prior to March 1 of any year must be scheduled prior to March 1 and taken prior to March 31 of that year, or shall be paid out. Employees may take banked time during the course of the year and bank additional hours as long as the number of hours banked and taken in any fiscal year does not exceed eighty (80) straight time hours.
 - (b) The time shall be taken at a later date mutually agreeable to the Employer and the Employee;
 - (c) An Employee may request banked overtime to be paid out at any time during the year by giving the Employer one (1) pay period notice prior to the date of the pay out; and

- (d) Any outstanding banked overtime hours will be paid out at the end of the fiscal year.

ARTICLE-20: PAY

- 20.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Appendices.
- 20.02 An Employee must provide a full year of service (equivalent to full-time hours – Outside Workers 2080 hours; Office Staff 1950 hours) within a salary grid before receiving a wage increase subject to satisfactory job performance.
- 20.03 Employees shall be paid on a biweekly basis with pay days being every second Thursday. Pay cheques will be distributed at 4:30 p.m.
- 20.04 Where pay cheques, pay stubs, T4 information slips, and 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, allowances and benefits paid, the deductions taken from the pay, and the Employee's net pay.
- 20.05 Employees who have earned overtime compensation, or any other extra allowances in addition to their regular pay should receive such remuneration in the pay period in which it was earned, but in any event shall receive such remuneration on the following pay day.
- 20.06 When an Employee is required by the Employer to perform the duties of another position on an acting basis, the Employer shall advise all Employees of the acting appointment in writing.
- 20.07 When a day designated as a paid holiday occurs on a day when the Employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.
- 20.08 The Employer agrees to pay the negotiated salary increases to every Employee not later than the month following the month in which this Agreement is signed.
- 20.09 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay, standby and allowances not later than the month following the month in which this Agreement is signed.
- 20.10 Retroactive pay shall be issued on a separate pay cheque.

- 20.11 Where an Employee applies for and accepts a position with a lower rate of pay than the Employee's existing position, the Employee will be placed on the same step of the wage grid though at the new position's rate of pay.
- 20.12 Where an Employee applies for and accepts a position with a higher rate of pay than the Employee's existing position, the Employee will receive a rate of pay nearest to but not less than his former rate of pay (or what the rate would have been on the anniversary date) during the first year in the new classification.
- 20.13 When the Employer requires 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 per cent 10% of his hourly rate of pay for the duration of time in which he performs the duties of the higher classification, including any days designated as paid holidays, as if he had been appointed to that higher classification for the period in which he acts.

Pay Recovery

- 20.14 Where an Employee through no fault of his own has been overpaid, the Employer will, before recovery action is implemented, advise the Employee in writing of the overpayment and of the Employer's intention to recover the overpayment. Prior to said recovery, the Employer and the Employee shall discuss the pay recovery and the Employer shall devise an acceptable recovery schedule. But in any case the recovery shall not be in excess of twenty percent (20%) of the Employee's net earnings per pay period.

ARTICLE 21: REPORTING PAY

- 21.01 If an Employee reports to work on his regularly scheduled workday and there is insufficient work available, he is entitled to pay for that day. The Employer, due to reasons related to equipment failure, equipment unavailability or weather conditions, will be entitled to direct the Employee to complete other appropriate duties.
- 21.02 If an Employee is directed to report for work outside of his regularly scheduled hours of work, he shall be paid the greater of:
- (a) Compensation of the appropriate overtime rate; or
 - (b) Compensation equivalent to four (4) hours' pay at the straight-time rate.

ARTICLE 22: CLASSIFICATION

- 22.01 Where the Hamlet creates a new classification which is not included in this Agreement, or where the duties of an existing classification are substantially altered so as to change the nature of the work being performed, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the classification in question, the dispute shall be submitted to the Grievance and Arbitration Procedure at Step 2 of the grievance procedure. The final rate of pay as agreed upon or determined by a sole arbitrator shall be retroactive to the date of appointment to the new classification.
- 22.02 Where an Employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his job description before he files a grievance.

ARTICLE 23: JOB POSTING, TRANSFERS AND PROMOTION

- 23.01 When a permanent vacancy occurs or a new position is created in any classification, the Employer shall post notice of the vacancy for at least five (5) day before filling the position. Applicants can be from inside or outside the Bargaining Unit. Such positions shall be filled by the applicant who, in the opinion of the Employer, best meets all of the requirements of the job as described in the notice of vacancy in accordance with Article 23.02(a)-(f). Bargaining Unit members will be given preference over outside Bargaining Unit applicants.
- 23.02 The notice shall contain the following information:
- (a) the nature of the position;
 - (b) qualifications;
 - (c) required knowledge and education;
 - (d) experience; and
 - (e) skills.

The rate of pay may be included at the discretion of the Employer.

- 23.03 If, in the opinion of the Employer, two or more applicants equally meet all of the requirements of the job as described in Article 23.02, preference will be given to the most senior applicant from within the Bargaining Unit.
- 23.04 For the purpose of administering this Article, the Employer will accept applications from Employees who signify their interest in any vacancy. All applications for vacant positions shall be made in writing to the Employer.

- 23.05 Where an individual from within the Bargaining Unit is promoted or transferred to a position in a higher classification, the Employee shall serve a trial period of three (3) months. If, at the end of that period, either the Employer or Employee deem it appropriate, the Employee may be placed back in a position comparable to the one he held prior to the promotion at his previous basic rate of pay, provided that such comparable position is vacant at that time.
- 23.06 No Employee shall be transferred to a position outside the Bargaining Unit without his consent. If an Employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority accumulated up to the date of transfer, will not accumulate further seniority.
- 23.07 No Employee shall be transferred to another position within the Bargaining Unit without his consent and for which he is not qualified.
- 23.08 A probationary Employee shall be eligible to participate in job competitions in the same manner as non-probationary Employees.
- 23.09 Where an Employee is required to maintain a Class 3 license for his or her position, or to serve on a standby list, the Employer shall reimburse the Employee the cost of obtaining his or her medical certificate every three (3) years, upon submission of receipts.
- 23.10 An Employee who is being transferred to a position within the Bargaining Unit that reasonably requires a satisfactory Criminal Record Check shall provide the Employer with such documentation upon request.
- 23.11 An Employee who is being transferred to a position within the Bargaining Unit that requires direct contact with youth in the community shall provide the Employer with a satisfactory Children's Protection Check upon request.

ARTICLE 24: DESIGNATED PAID HOLIDAYS

- 24.01 The following days shall be recognized as Designated Paid Holidays by the Employer for the purpose of this Article:

| | |
|----------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| August Civic Holiday | Hamlet Day |
| Nunavut Day | |

24.02 A paid holiday shall also be granted to all Employees on any day proclaimed by the Government of Canada or the Government of Nunavut.

24.03 To qualify for Designated Paid Holiday pay, the Employee must:

- (a) have worked for the Employer no less than thirty (30) shifts in the twelve (12) months preceding any Designated Paid Holiday;
- (b) have worked his scheduled shift immediately preceding and immediately following the Designated Paid Holiday except where the Employee is absent due to illness or an approved leave of absence of not greater than five (5) working days;
- (c) work on the holiday when the Employee is scheduled or required to do so.

24.04 Notwithstanding Article 24.03, while:

- (a) on lay-off; or
- (b) in receipt of compensation from the Workers' Compensation Board; or
- (c) an unpaid absence during which he is in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; or
- (d) on other leaves of absence in excess of thirty (30) calendar days for any reason,

an Employee absent from work in accordance with Articles 24.04(a)-(d) shall not be entitled to:

- (i) a day off with pay, or
- (ii) payment in lieu thereof,

for the aforementioned Designated Paid Holidays.

24.05 If the Designated Paid Holiday occurs on a day that is not the Employee's regularly scheduled day of work and the Employee is required to work, he shall be paid one and one-half times (1½X) his basic rate of pay for each hour worked.

24.06 When a day designated as a holiday under Article 24.01 coincides with an Employee's day of rest, the holiday shall be moved to the Employee's first working day following his day of rest.

24.07 When a day designated as a holiday for an Employee is moved to another day under the provisions of Article 24.06:

- (a) work performed by an Employee on the day from which the 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 holiday was moved, shall be considered as work performed on a holiday.
- 24.08 If the Designated Paid Holiday occurs on an Employee's regularly scheduled day of work, and the Employee is required to work, he shall receive:
- (a) one and one-half times (1½X) his basic rate of pay for all hours worked;
 - (b) for Permanent Full-Time Employees:
a day off with pay within 90 days to be taken at a time mutually agreed between the Employer and the Employee, paid at his basic rate of pay;
 - (c) for Permanent Part-Time Employees:
a day off with pay to be taken within 90 days at a time mutually agreed between the Employer and the Employee, paid at a rate equal to their regular wages earned during the nine (9) weeks preceding the week in which the Designated Paid Holiday occurs, divided by the number of days worked in that period.
 - (d) for Term Employees:
one (1) day's pay at his regular rate of pay.
- 24.09 Casual Employees shall paid one and one-half times (1½X) their basic rate of pay for all hours worked on a Designated Paid Holiday.
- 24.10 Where a day that is a designated holiday for an Employee falls within a period of leave with pay the holiday shall not count as a day of leave.
- 24.11 Where operational requirements permit, an Employee shall not be required to work both Christmas Day and New Year's Day.

ARTICLE 25: LEAVE - GENERAL

- 25.01 A leave of absence is any leave other than those outlined elsewhere in this Collective Agreement and may be granted:
- (a) where the request for a leave is submitted to the Employer in writing at least two (2) weeks in advance of the requested leave and includes information regarding the purpose of the leave, the duration of the leave and the expected date of return to work;

- (b) for reasons acceptable to the Employer, communicated to the Employee in writing within one week of the request;
 - (c) on a without pay or benefits basis;
 - (d) notwithstanding Article 25.01(c), subject to eligibility according to the benefit carrier, Employees may choose to continue their benefits by pre-paying 100% of the premium cost to the Employer at the commencement of the leave.
 - (e) if work demands permit.
- 25.02 Notice of the intention to return to work must be given to the Employer at least fourteen (14) days prior to the date of return specified in accordance with Article 25.01(a) if the date of return is earlier than that specified in Article 25.01(a). In the case of an Employee request to return to work on a date earlier than that specified in Article 25.01(a), allowing an earlier return as requested will be at the discretion of the Employer and the Employer may demand that the Employee not return until the date specified under Article 25.01(a). Failure to return from a leave of absence on the date specified either in accordance with Article 25.01(a) or Article 25.02, without just cause will automatically terminate employment.
- 25.03 During the course of the leave of absence all entitlements accumulated at the time of departing on leave will be suspended and remain intact. The Employee will not, however, accrue any further entitlement during the period of the leave.
- 25.04 The Employer may, in its discretion, grant a leave of absence without pay to an Employee who wishes to become a candidate for public office for the period leading up to the election, on the condition that a conflict of interest will not be created by such action.
- 25.05 Seniority shall not accrue during an approved leave of absence.
- 25.06 When an Employee is in receipt of an allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance.
- 25.07 During the month of April in each year the Employer shall inform each Employee in the Bargaining Unit in writing of the balance of his sick, special, lieutime and vacation leave credits as at the end of the fiscal year.
- 25.08 When the Employer rejects an Employee's application for leave the reasons for the rejection shall be provided to the Employee in writing forthwith.
- 25.09 An Employee's request for any leave will be responded to by the Employer within a reasonable period of time.

ARTICLE 26: BEREAVEMENT LEAVE

- 26.01 When a member of an Employee's family dies, an Employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the Employee, must include the day of the memorial commemorating the deceased, or must begin with seven (7) days following the death. During such period, the Employee shall be paid for those days which are not regularly scheduled days of rest for the Employee.
- (a) At the request of the Employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
 - (b) When requested to be taken in two (2) periods:
 - (i) The first period must include the day of the memorial commemorating the deceased or must begin within seven (7) days following the death; and
 - (ii) The second period must be taken no later than twelve (12) months from the date of the death for the purpose of attending a ceremony;
 - (c) For the purpose of this Article, "immediate family" means:

Spouse, including common-law partner resident with the Employee; father, mother (or alternatively, step-father, step-mother, or foster parent); child (including child of common-law partner), stepchild, foster child, or ward of the Employee; sister, brother, father-in-law, mother-in-law, daughter-in-law; son-in-law; grandchild; grandparents; aunt, uncle, niece, nephew; any relative permanently residing in the Employee's household or with whom the Employee permanent resides; and any person for whom the Employee has a duty of care.
- 26.02 Notwithstanding Article 26.01, an Employee may request to use available vacation entitlement in addition to the leave specified in this Article.
- 26.03 When additional time is required, vacation time will be considered as the first choice. Only after vacation time is exhausted will consideration be given to additional time off without pay.
- 26.04 Permanent part-time Employees shall receive the above with pay to the extent that they were scheduled to work during an equivalent period.
- 26.05 The Employer shall grant special leave earned to all Employees for one-half (½) day to attend the funeral of a co-worker.

- 26.06 The Employer shall grant special leave for period of one (1) day in the event of the death of the Employee's first cousin, brother-in-law or sister-in-law.
- 26.07 The provisions of this Article do not apply to an Employee who is on leave of absence without pay, or under suspension.

Compassionate Care Leave

- 26.08 Upon reasonable notice from an employee, the Employer shall grant an Employee up to eight (8) weeks of compassionate leave without pay to care for a critically ill member of the Employee's immediate family, as defined under the *Nunavut Labour Standards Act*.

ARTICLE 27: COURT LEAVE

- 27.01 Leave of absence with pay shall be granted to every Employee, other than an Employee on leave of absence without pay, laid off or on suspension, who is required
- (a) to serve on a jury, including a jury selection process; or
 - (b) by subpoena or summons to attend as a witness in any proceedings held as authorized by law.
- 27.02 Notwithstanding any provisions of this article, the Employer may deduct from the regular pay of the Employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred for such duty. Copy of Subpoena, Summons or Jury Notice must be provided to the Employer in order to receive pay.
- 27.03 This Article does not apply to any Employee who is the subject of criminal proceedings against the Employee.

ARTICLE 28: OTHER TYPES OF LEAVE

Public Services Leave

- 28.01 An Employee, other than an Employee on leave of absence without pay or under suspension, will be granted leave without pay:
- (a) to serve as a Justice of the Peace;
 - (b) to serve as a Coroner; or
 - (c) to participate in a public inquiry;

- (d) to participate in Canadian Ranger Training/Missions;
- (e) to participate in Search and Rescue Training/Missions.

Miscellaneous Leave

28.02 Permanent full time Employees who have completed one year continuous employment will be granted leave with pay for five (5) consecutive working days:

- (a) when the Employee is getting married;
- (b) when a spouse, dependent member of the family or an immediate family member, as defined in Article 27.01 permanently residing in the Employee's household or with whom the Employee permanently resides, becomes ill provided that a medical certificate attesting to such illness is provided to the SAO.

28.03 An Employee shall be granted special leave with pay up to a maximum of three (3) working days where the Employee travels outside of Qikiqtarjuaq to attend the birth of his child, and one (1) working day where travel is not required. An Employee shall be granted special leave with pay up to a maximum of one and one half (1½) working days on the occasion of the adoption of a child.

Leave Without Pay for Personal Needs

28.04 Subject to operational requirements, leave without pay may be granted on reasonable notice to an Employee in order to meet traditional hunting or harvesting opportunities. Such leave shall not be unreasonably denied.

Emergency Leave

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

Casual Leave

28.06 Employees may be granted casual time off with pay for the following purposes:

- (a) For the Employee to attend an appointment in the community with a medical practitioner, Doctor, Dentist, or School Authority during working hours.
- (b) For other purposes of a special or unusual nature.
- (c) For the Employee to attend a community course provided it is less than one half (1/2) day in duration for any one day period and is related to their job at the hamlet.

- 28.07 Employees other than part-time may be granted casual leave with pay to a maximum of one-half (1/2) day per occurrence where the Employees; physician requires him or her to attend regular or recurring medical treatments and checkups in the community. Employees may be required to submit satisfactory proof of such appointments.

Other Casual Leave

- 28.08 The Employee may grant the Employee casual leave without pay for other purposes of a special or unusual nature.
- 28.09 The provisions of Article 28.08 do not apply to an Employee who is on leave of absence without pay, or under suspension.

ARTICLE 29: SHORT TERM LEAVE FOR TRAINING PURPOSES

- 29.01 Leave without pay to take advanced or supplementary professional, technical training or other educational purposes related to career development up to one academic year may be granted by the Employer to Employees upon written application, subject to operational requirements.

ARTICLE 30-ANNUAL VACATION

- 30.01 Permanent Full-Time Employees shall earn annual vacation with pay based on years of Continuous Service, as follows:
- from the date of hire to completion of two (2) years of Continuous Service – 15 days per year;
 - after the completion of more than two (2) years but less than eight (8) years of Continuous Service – 20 days per year;
 - after the completion of more than eight (8) years of Continuous Service but less than seventeen (17) years – 25 days per year;
 - after the completion of more than seventeen (17) years of Continuous Service – 30 days per year.

An Employee's years of service shall be calculated according to the Employee's anniversary date.

- 30.02 Permanent Part-Time Employees, Term Employees and Casual Employees shall earn annual vacation, to be paid to the Employee as it is earned, based on years of Continuous Service, as follows:

- for the first two (2) years of continuous service – 4% of regular earnings;
 - after completing two (2) years of continuous service – 6% of regular earnings;
 - after completing eight (8) years of continuous service – 8% of regular earnings.
- 30.03 Vacation with pay shall not accrue during periods while an Employee is on leave of absence without pay.
- 30.04 Applications for vacation must be made to the Employer, in writing, prior to March 1st of that calendar year. In the event the Employer fails to submit his application prior to March 1st of any given year, those applications which are received prior to March 1st will be given priority. The Employer will provide a written response no later than March 15th. In addition, following March 1st approval for vacation will not, save for in exceptional circumstances, be granted save and unless two weeks' notice is provided for any vacation request. The Employer will respond in writing within one week of the request.
- 30.05 In granting vacation leave with pay to an Employee, subject to operational requirements, the Employer shall make every reasonable effort to:
- (a) subject to Article 30.10 and provided days have been earned, schedule vacation leave for all Employees in the fiscal year in which it is earned;
 - (b) not recall an Employee to duty after he has proceeded on vacation leave;
 - (c) subject to Article 30.10 and provided days have been earned, grant the Employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
 - (d) In granting vacation leave with pay to an Employee, the Employer shall make every reasonable effort to grant the Employee vacation leave for at least up to three (3) consecutive weeks,
 - (i) depending upon his vacation entitlements when so requested by the Employee; and
 - (ii) recognize Seniority on preference for a vacation period.
- 30.06 Upon termination, Employees shall receive vacation pay based upon the vacation entitlement earned up to the date of termination.
- 30.07 Where a Statutory Holiday falls during a full-time Employee's vacation, he shall receive an additional day with pay added to his vacation.
- 30.08 Where, in respect of any period of vacation leave, an Employee:

- (a) is granted special leave on production of a medical certificate;
- (b) 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 SAO or her designate, or reinstated for use at a later date.

- 30.09 Each Employee shall be granted two (2) days leave with pay in each year for the purpose of travel or going out on the land when taking annual vacation. These travel days are not to be accumulated from year to year and are limited to two (2) days per year at a time when at least five (5) consecutive vacation days are granted.

Recall from Vacation

- 30.10 Due to emergency operation requirements, the Employer may alter the Employee's vacation period after it has been approved, providing such vacation arrangements have been made after leave approval, but only if
- (a) the Employee has made non-refundable deposits in view of his vacation and the Employer has reimbursed the Employee for loss of deposit, and, or
 - (b) the Employee's spouse has arranged a vacation period which coincides with the Employee and alternate arrangements can be made.
- 30.11 (a) Where an Employee has failed to take his vacation entitlement, the Employee will be permitted to carry over the vacation credit to the following year provided the Employee exhausts the carried-over entitlement no later than July 31st of the following year.
- (b) Where the Employee fails to meet the July 31st deadline, the Employee will receive regular pay for the unused vacation credits.

ARTICLE 31: SICK LEAVE

- 31.01 Sick leave is provided by the Employer to Permanent Employees or Term Employees for the purpose of maintaining the basic rate of pay for regularly scheduled shifts of Employees during absences due to the Employee's illness, quarantine and accidents for which compensation is not payable under the *Workers' Compensation Act*.
- 31.02 An Employee, excluding Casual Employees, shall earn sick leave credits at the rate of one and one-quarter (1¼) days to a maximum of one hundred and twenty (120) days for each calendar month for which he receives pay for at least ten (10) days.

- 31.03 The accrual and use of sick leave credits will be administered in accordance with the following:
- (a) Permanent Part-time Employees shall accumulate sick leave based on a pro rata basis of hours worked as compared to Permanent Full-time Employees.
 - (b) Sick leave credits will be accumulated in accordance with Article 31.03(a), up to a maximum credit of one hundred and twenty (120) days, provided however, that an Employee shall not be entitled to use sick leave credits prior to completion of their probationary period as per Article 17.
 - (c) When an Employee has accrued the maximum sick leave credits of one hundred and twenty (120) days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time, the Employee shall commence accumulating sick leave credits up to the maximum once more.
 - (d) If an Employee requires time off, outside of the community, for the purpose of attending dental, physiotherapy, optical or medical appointments, provided the Employee has been given prior authorization by the Employer to do so, such absence shall be charged against the Employee's accumulated sick leave credits. Employees may be required to submit satisfactory proof of such appointments.
 - (e) For the purpose of computing sick leave credit accumulation, days on which the Employee is on vacation shall be counted as working days.
- 31.04 Subject to Articles 31.01 and 31.03, an Employee granted sick leave shall be paid at his basic rate of pay for regularly scheduled shifts absent due to illness. Such amount shall be deducted from his accumulated sick leave credits up to the total amount of accumulated credits at the time the sick leave commenced.
- 31.05 Employees reporting sick shall call their work place as soon as possible. When Employees are aware that they will be absent from work for more than three (3) days, they shall advise the Employer in writing.
- 31.06 Employees are required to submit medical proof of illness for any claim for sick leave in excess of three (3) days or, if the Employee has been granted six (6) or more days of casual sick leave in a given fiscal year;
- 31.07 Upon termination or resignation, all sick leave credits will be cancelled and no payment for such credits made to the Employee by the Employer.
- 31.08 An Employee who is on sick leave is not permitted to be gainfully employed during the period, or to use the approved time off for personal financial gain of any sort.

- 31.09 An Employee found to be abusing sick leave, or using it for personal gain, must repay any sick leave benefits paid and may be disciplined.
- 31.10 An Employee is not eligible for sick leave with pay for any period in which he is on leave of absence without pay or under suspension
- 31.11 Where an Employee is on approved vacation leave, or special leave, and qualifies for sick leave, subject to the provision of a certificate from a qualified medical practitioner under this Article, such vacation leave or special leave shall be re-credited and substituted with sick leave.
- 31.12 Where leave of absence without pay is authorized for any reason and the Employee returns to work upon expiration of such leave of absence, he shall retain any unused sick leave existing at the commencement of leave without pay.
- 31.13 Subject to the provisions of this Article, all absences on account of illness or injury on a regular working day, exclusive of designated paid holidays, shall be charged against an Employee's accumulated sick leave credits

ARTICLE 32: MATERNITY AND PARENTAL LEAVE

32.01 Maternity Leave without Pay

- (a) An Employee who has six (6) months of continuous service and becomes pregnant shall be granted leave without pay for a single period totaling not more than seventeen (17) consecutive weeks commencing at any time during the 17-week period immediately preceding the estimated date of delivery. If the actual date of delivery is after the estimated date of delivery, an Employee is entitled, at the request of the Employee, to extend the pregnancy leave for a further period, without pay, not exceeding the period between the estimated date of delivery and the actual date of delivery and, in any event, not exceeding six (6) consecutive weeks.
- (b) Where the Employee is subject to a waiting period for receipt of Employment Insurance benefits, the Employer shall pay to that Employee an amount equivalent to one hundred per cent (100%) of salary for such waiting period.
- (c) Leave granted under this Article shall be counted for the calculation of "Continuous Employment".

32.02 Parental Leave without Pay

- (a) Where an Employee has six (6) months of Continuous Employment and has or will have the actual care and custody of his/her newborn child; or where an Employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the

adoption of a child who is below the age of majority, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the Employee's care and custody.

- (b) Where the Employee is subject to a waiting period for receipt of Employment Insurance benefits, the Employer shall pay to that Employee an amount equivalent to one hundred per cent (100%) of salary for such waiting period.
- (c) Parental leave granted by the Employer shall be counted for the calculation of "Continuous Employment".
- (d) Parental leave utilized by an Employee-couple shall not exceed a total of thirty-seven (37) weeks for both Employees combined.
- (e) Parental leave utilized by an Employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both Employees combined.
- (f) Parental leave 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 shall not exceed a total of fifty-two (52) weeks.
- (g) The Employee must request the leave, in writing, at last four (4) weeks before the intended commencement of the leave.

ARTICLE 33: DUTY TRAVEL

- 33.01 An Employee who is authorized to travel on Hamlet business will receive a per diem as set by the Government of Nunavut.
- 33.02 Where an Employee is required to travel on behalf of the Employer, he shall be paid as though he were at work for his regular workday, for each day that he travels
- 33.03 The Employer will make every reasonable effort to restrict travel outside of Qikiqtarjuaq that requires absence from home beyond a period which includes two (2) weekends
- 33.04 The Employer will be responsible to arrange and pay for air transportation and commercial accommodation for an Employee on duty travel.
- 33.05 Any other expense which may be authorized by the Employer at their discretion

ARTICLE 34: JOB DESCRIPTION

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

ARTICLE 35: SENIORITY

- 35.01 Definition: Seniority is defined as the length of continuous service commencing with the actual date of hire, in the bargaining unit and shall include service with the Employer prior to the certification of the Union.
- 35.02 (a) The Employer shall maintain a seniority list showing each Employee's seniority date. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- (b) Where two (2) or more Employees commenced work on the same day, preference shall be in accordance with the date of the application for employment. In the event that Employees' application dates are the same, preference shall be based on alphabetical order of the Employees' surnames.
- (c) Seniority shall not apply during the probationary period, however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 35.01.
- (d) Where a Casual Employee becomes full-time or part-time with the Employer, and their service with the Employer has been unbroken by termination or resignation, their seniority date shall be adjusted to take into account all hours worked as a Casual Employee. Their date of seniority shall be adjusted by one (1) day for every eight (8) hours of work.
- 35.03 Seniority shall be considered broken, all rights forfeited:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twelve (12) months following the date of lay-off, if during such time the Employee has not been recalled to work;
- (c) if the Employee is absent from work without the Employer's consent or authorization for more than three (3) days.

35.04 Where an Employee in the Bargaining Unit accepts a position with the Employer which is excluded from the Bargaining Unit, seniority will be forfeited.

ARTICLE 36: LAY-OFF AND RECALL/NON-DISCIPLINARY TERMINATION

36.01 There shall be no lay-off of any Employee during the life of this Agreement except for lay-off resulting from lack of work or lack of funding.

36.02 In the event of lay-off, Employees shall be laid off in reverse order of their seniority within their job classification.

36.03 Notice of Lay-Off

Permanent Employees shall receive twenty (20) days' working notice, or pay in lieu thereof, of the Employer's intention to lay off. A copy of such notice shall be provided to the Union.

36.04 Employees shall have bumping rights in accordance with their seniority subject to the ability, qualifications and job-related suitability to perform such jobs within their department as outlined in Article 35.

36.05 Recall

(a) Where Employees have been laid off in accordance with Article 36.03 they shall be recalled in the reverse order they were laid off to the first available job within their classification.

(b) The Employer will contact Employees on lay-off in person or by phone for the purpose of recall in accordance with Article 36.05(a). Where recall in this manner is not possible, recall shall be deemed to have been carried out ten (10) days after the posting of a double-registered letter to the last known address of the Employee according to the Employer's records.

(c) Where an Employee does not return to work as required, within seven (7) days of being recalled, in accordance with Article 36.05(b), the employment relationship shall be terminated.

36.06 No Employees shall be hired by the Employer until eligible Employees on lay-off have been given the opportunity to return to work in accordance with Article 36.05.

36.07 (a) The right to recall in accordance with Article 36.05 shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.

- (b) When employment is terminated in accordance with Article 36.03 or for any other reason without just cause, the following termination pay shall be payable based on an amount equal to the wages the Employee would have earned (on the basis of the previous two months' earnings) if the Employee had worked the applicable termination notice period as follows:
- (i) two (2) weeks, if the Employee has been employed by the Employer for more than three (3) months but less than three (3) years;
 - (ii) three (3) weeks if the Employee has been employed by the Employer for three (3) years or more but less than four (4) years;
 - (iii) four (4) weeks if the Employee has been employed by the Employer for four (4) years or more but less than five (5) years;
 - (iv) five (5) weeks if the Employee has been employed by the Employer for five (5) years or more but less than six (6) years;
 - (v) six (6) weeks if the Employee has been employed by the Employer for six (6) years or more but less than seven (7) years; or
 - (vi) seven (7) weeks if the Employee has been employed by the Employer for seven (7) years or more but less than eight (8) years; or
 - (vii) eight (8) weeks if the Employee has been employed by the Employer for eight (8) years or more.
- (c) If at any time during the term of this Collective Agreement the notice periods outlined in Article 36.07(b) are less than the minimum requirements of the *Labour Standards Act*, the minimum requirements of the *Labour Standards Act*, as amended from time to time, will apply.

36.08 The Employee will provide the Employer with two (2) weeks' written notice when resigning from their position with the Employer.

Cooling Off Period – Three (3) Working Days

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

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

36.11 This cooling off period will only apply once every two (2) years.

ARTICLE-37: DISCHARGE

37.01 The principle of progressive discipline is recognized by both parties.

37.02 Where an Employee is to be disciplined, the Employer shall discreetly notify the Employee at a private meeting. Prior to the meeting, the Employer will notify the Employee of his right to have a Representative of the Union in attendance. The reasons for the discipline shall be provided to the Employee in sufficient detail that the Employee may defend himself against it.

37.03 (a) Written warning notices may be given to Employees for poor conduct, unsatisfactory job performance or infractions of the Employer's rules, regulations and/or policies;

(b) A copy of all warnings shall be provided to the Union and the Employee;

(c) Copies of all such warnings shall be signed by the Employee and the Employer;

(d) A copy of all such warnings shall be placed on the Employee's personnel file;

(e) When the circumstances are such that the Union Representative was not available or the Employee did not request the attendance of a Union Representative, the Employer shall notify the appropriate Union Representative when discipline occurs.

37.04 Discipline, including dismissal, shall be subject to just cause.

37.05 No Employee shall have his employment terminated without first being given notice in writing together with the reasons thereof. When the Employer terminates the employment of an Employee the grievance procedures shall apply except that the grievance may be presented at the Second Level within fifteen (15) working days after the Employee receives his notice of termination.

ARTICLE 38: GRIEVANCE AND ARBITRATION

38.01 Grievance Definitions

A grievance shall be defined as any difference arising out of an interpretation, application, administration, or alleged violation of this Collective Agreement.

38.02 Authorized Representatives

An Employee may have the assistance of a Union representative at any time during the grievance and arbitration procedure.

38.03 Time Limits

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and named holidays which are specified in Article 24.

38.04 Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.
- (c) During any and all grievance proceedings, the Employee shall continue to perform duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2.

38.05 Steps in the Grievance Procedure

- (a) All grievances shall be submitted in writing.
- (b) **Step 1**

An Employee who has a grievance shall, within fifteen (15) days of the date of the occurrence which lead to the grievance, discuss the matter with the appropriate management personnel and attempt to resolve the grievance at this stage. The appropriate management personnel shall advise the Employee in writing of their decision within fifteen (15) days of the Employee first making them aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

(c) Step 2

If the decision of the appropriate management personnel does not settle the grievance, the Union and Employee must within fifteen (15) working days from the day that the decision was received by the Union, appeal the decision in writing to the SAO and such appeal shall specify the full particulars of the grievance and the remedy requested. The SAO shall hold a hearing within fifteen (15) working days of the day that the SAO received the grievance and a written decision on the grievance together with the reasons therefore shall be given to the Union within fifteen (15) working days of the hearing.

(d) Step 3

If the decision of the SAO does not settle the grievance, the Union must within fifteen (15) working days from the day that the decision was received by the Union, appeal the decision in writing to the Grievance Committee of Council and such appeal shall specify the full particulars of the grievance and the remedy requested. The Grievance Committee of Council shall hold a hearing within fifteen (15) working days of the day that the Grievance Committee of Council received the grievance and a written decision on the grievance together with the reasons therefore shall be given to the Union within fifteen (15) working days of the hearing.

38.06 If the decision of the Grievance Committee of Council does not settle the grievance, the Union may decide to proceed to Arbitration.

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

38.08 (a) The parties agree that arbitration referred to in Article 38.07 shall be heard by a single arbitrator mutually agreed upon by the parties.

(b) If an arbitrator is not available for a hearing date within ninety (90) days of the date on which notification by either party to submit the difference to arbitration as made, another name will be proposed by each party until a mutually agreed upon arbitrator is found to hear the parties within the above mentioned ninety (90) day period.

(c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.

- 38.09 (a) The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, Part I in addition to any powers which are contained in this Agreement.
- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any Employee affected by it.
- (c) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 38.10 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 38.11 The Employer and the Union shall each pay one-half of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- 38.12 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or Employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgment or an order of that court and may be enforceable as such.
- 38.13 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 and pay to the Employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
- (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.
- 38.14 An Employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtain the authorization of the Union prior to presenting such a grievance.
- 38.15 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.

- 38.16 An Employee may, by written notice to the Employer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.
- 38.17 A grievance of an Employee or the Union shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.
- 38.18 No proceedings under this article are invalid by reason of any defect of form or any technical irregularity.
- 39.19 An employer grievance shall be submitted to the Union directly to the President of the Nunavut Employees Union and shall be referable to Arbitration under this Article.

ARTICLE 39: LABOUR/MANAGEMENT COMMITTEE

- 39.01 A Labour-Management Committee will be formed to consult on matters of Safety and Health, and other matters of mutual interest.
- 39.02 The Labour-Management Committee shall be comprised of four (4) members: two (2) from the Bargaining Unit and two (2) from the Employer with each party choosing their respective representatives. The Union will consider the departmental structure in appointing their representatives.
- 39.03 The Labour-Management Committee will meet any time at the request of either party, but in any event will meet at last once every six (6) months.

ARTICLE 40: PERFORMANCE EVALUATION

- 40.01 Each permanent Employee shall receive an annual performance evaluation which shall be kept in a confidential Employee file. Such review shall be conducted no later than one month prior to the Employee's anniversary date of hire. Each Employee will be given an opportunity to discuss and provide written comments in response to the evaluation. Each Employee shall sign the evaluation to indicate that the contents have been read and understood.
- 40.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an Employee, the existence of which the Employee was not made aware by the provision of a copy thereof at the time of filing or within five (5) working days thereafter.
- 40.03 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an Employee, shall be destroyed after thirty (30) months has

elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

- 40.04 Upon written request of an Employee the personnel file of that Employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.
- 40.05 Where an Employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the Employee shall have the right to have a Representative of the Union in attendance. The Employer must advise the Employee of his right to be accompanied by his Representative at least one (1) day in advance of said meeting.
- 40.06 Should the performance review provided for in Article 40.01 not be conducted, the Employee's performance shall be considered to be satisfactory.

ARTICLE 41: INSURANCE BENEFITS

- 41.01 Health benefits are administered by Northern Employees' Benefits Services (NEBS). Premiums for Employees and the Hamlet are broken down as follows:
- (a) Life – 100% Employer paid
 - (b) Long-term Disability – 100% Employee paid
 - (c) Accident Death and Dismemberment – 100% Employer paid
 - (d) Dependent Insurance – 100% Employer paid
 - (e) Extended Health and Dental – 50% Employer / 50% Employee

Only Extended Health and Dental coverage is optional; all other benefits are mandatory and a condition of employment.

ARTICLE 42: PENSION

- 42.01 All permanent full time Employees who have successfully completed the probationary period shall participate in the Northern Employers Benefit Services Pension Plan, subject to eligibility.
- 42.02 Participants will contribute at a rate of eight percent (8%) of their regular earnings, as referenced in Article 20.01, each month with the Employer contributing an equal amount.

ARTICLE 43: STANDBY/CALL OUT

- 43.01 An Employee required to be on standby during a week day, Monday to Friday, shall be compensated at the rate of \$12.50 for each eight (8) consecutive hours or portion thereof. Any Employee required to be on standby during the weekend, Saturday to Sunday, or on a statutory holiday, shall be compensated at the rate of \$15.00 for each eight (8) consecutive hours or portion thereof.
- 43.02 An Employee designated for standby duty shall be available during such period of standby at a known telephone number and be available to return to work as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties among available qualified employees who are normally required, in the course of their regular duties, to perform that work.
- 43.03 No standby payment shall be granted if an Employee is unable to report for duty when required.
- 43.04 Periods of standby shall be no more than one (1) week comprising seven (7) twenty-four (24) hour days.
- 43.05 Call Out occurs when an Employee
- (a) is called back to the worksite and is required to work before or after the completion of his regular shift on that day for each call;
 - (b) who is on standby and is called to the worksite and is required to work.
- 43.06 When an Employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours' pay at the straight-time rate.
- Subsequent calls on the same day shall be paid at the appropriate overtime rate for all time worked.
- 43.07 Except in the case of emergency or the breakdown of a water or sewer truck, Employees shall not be required to return to work on a call-back. When Employees do return to work on a call-back, payment under this article shall be made whether or not work is actually available and performed.
- 43.08 Subject to Article 43.02 above, no Employee shall be disciplined for being unable to return to work on a call-back if that Employee was not also on standby.

43.09 Compensation for call-back/call-out shall be lieu time or by payment at the end of the next pay period, at the discretion of the Employee-

ARTICLE 44: CONTRACTING OUT

44.01 There shall be no contracting out of any work by the Employer if it would result in the lay-off or reduction in the hours of work of bargaining unit members.

ARTICLE 45: SAFETY & HEALTH

45.01 The Employer shall comply with all applicable territorial health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practices.

Safety Act and Regulations

45.02 The Employer shall make available to all Employees a current copy of the *Safety Act* and Regulations, and any Employer policies pertaining to safety and health.

Right to Refuse Dangerous Work

45.03 An Employee shall have the right to refuse to work in unusually dangerous situations as described below:

- (a) An Employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are unusually 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.

“Unusually dangerous” has the same meaning as “unusual danger” in the *Safety Act*.

- (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 subsection 45.03(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

45.04 The Employer will offer Safety First Aid courses to all Employees required to hold certificates pursuant to the *Safety Act*, including refresher courses required to maintain a

valid certificate, at the Employer's expense. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

- 45.05 The Employer will provide and maintain in good condition first aid kits in appropriate locations on the Employer's premises.

Transportation of Injured Workers

- 45.06 The Employer shall provide, at no expense to the Employee, appropriate transportation to the nearest medical practitioner, medical facility or nursing station, and from there to his 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. If the Employee receives compensation from any source for transportation costs arising under this Article, the Employer may recover that amount from the Employee.

Occupational Health Examination

- 45.07 Where the Employer requires an Employee to undergo an occupational health examination by a qualified practitioner the Employee shall be granted leave with pay to attend the examination. All examination costs will be the responsibility of the Employer.
- 45.08 The Employee shall have access to all occupational health information resulting from or related to his occupational health examinations, and such information shall be maintained in a confidential manner and retained within the medical community.
- 45.09 Any Employee hired to operate the garbage, sewer and water trucks shall receive Hepatitis B vaccinations as required at no cost to the Employee.

ARTICLE 46: APPRENTICES

- 46.01 The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon hiring.
- 46.02 Apprenticeships and related training programs shall be those recognized pursuant to the *Apprenticeship, Trade and Occupations Certification Act*.
- 46.03 Pay increases shall be based upon levels of certification issued pursuant to the *Apprenticeship, Trade and Occupations Certification Act* and shall be effective from the date of certification. Apprentice rates will be based on a percentage of the appropriate journeyman rates as follows:

Four year training programs
Year 1 – 55% Journeyman rate

Three year training programs
Year 1 – 55%

Year 2 – 65%
 Year 3 – 75%
 Year 4 – 85%

Year 2 – 70%
 Year 3 – 80%

- 46.04 Upon successful completion of the Apprenticeship program, the Employer shall make every reasonable effort to provide that Employee with a permanent full-time journeyman position in the area of his trade. All time spent as an apprentice shall be counted towards continuous employment.
- 46.05 Where an apprentice fails to complete his training to a certified level in accordance with the provisions of the *Apprenticeship, Trade and Occupations Certification Act* for his trade, the Employer may terminate the employment of the apprentice. All apprentices must, as a condition of continuing employment, become certified tradesmen in their trade area.
- 46.06 Apprentices must successfully complete each year as per the Government of Nunavut Apprenticeship Rules prior to receiving additional levels of pay.

ARTICLE 47: RE-OPENER

Re-opener of Agreement

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

Mutual Discussions

- 47.02 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 48: TECHNOLOGICAL CHANGE

- 48.01 Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements.
- 48.02 With this view, and recognizing the extensive lead time required for the selection, provision and installation of new equipment, software or materials, the Employer agrees to provide at least four (4) months notice to the Union of any major technological change which would result in changes in the employment status or in this Agreement.
- 48.03 Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to meet within thirty (30) days for consultation in an effort to

reach agreement on solutions and administrative procedures to deal with problems arising from the intended technological change.

48.04 The Employer shall make every reasonable effort to continue to employ Employees who would otherwise become redundant because of technological change.

ARTICLE 49: TOOLS

49.01 No Employee shall be required to provide or use their own tools in the performance of their duties.

ARTICLE 50: SAFETY & PERSONAL PROTECTION EQUIPMENT

50.01 The Employer will provide permanent Full-Time Employees with the following:

- (a) Summer Coveralls and Winter Coveralls
 - Recreation Maintenance
 - Maintenance
 - Airport
- (b) Safety Boots
 - Maintenance
 - Airport
- (c) Rubber Boots
 - Recreation Maintenance

Note: It is understood that a Zamboni Operator as well as a Facility Maintainer are part of Recreation Maintenance.
- (d) Summer Leather Gloves
 - Maintenance
 - Recreation Maintenance
 - Airport
- (e) Winter Insulated Leather Gloves
 - Maintenance
 - Recreation Maintenance
 - Airport
- (f) Rubber Gloves
 - Garbage, Water, and Sewage Drivers and Helpers (Summer)
 - Janitor/Custodial Worker

ARTICLE 51: SHIFT WORK

51.01 There shall be no shift work excluding Bylaw Officer, Recreation Coordinator, Lifeguards, Radio Announcer, arena staff and gymnasium staff.

ARTICLE 52: RELOCATION

52.01 Employees hired from outside of the Municipality of Qikiqtarjuaq may be reimbursed for relocation expenses and airfare, accommodation and meals for the Employee and dependents by the most economic means. Contracts written or agreed to must be completed.

52.02 For Employees hired outside of the Municipality of Qikiqtarjuaq, the Employer may pay for personal belongings not including snowmobiles, ATVs or other vehicles to be shipped to a maximum weight of:

- (a) 2,200 pounds without dependents;
- (b) 5,500 pounds with dependents.

52.03 If an Employee has received relocation expenses and then self-terminates his position prior to six (6) months' continuous service with the Employer, then the relocation expenses will be reimbursed to the Employer by the Employee, and the Hamlet may set off such monies from the last pay cheque owed to the Employee.

ARTICLE 53: ULTIMATE REMOVAL ASSISTANCE

53.01 On removal for reasons other than cause, the Employee must have been employed for over one year to be entitled to any removal benefits received upon initial appointment unless the Employee has taken vacation travel assistance during the same half of the fiscal year. In which case, their removal entitlement will be reduced by the amount of vacation travel assistance taken. Removal for Employees who have served more than one year will be:

- (a) between one and two years: 50% of original relocation terms
- (b) between two and three years: 75% of original relocation terms
- (c) over three years: 100% or original relocation terms

ARTICLE 54: NORTHERN ALLOWANCE

- 54.01 (a) Northern Allowance, effective April 1, 2017, of \$22,000.00 shall be paid, on an hourly basis, to all Permanent Employees.
 - (b) Northern Allowance, effective April 1, 2018 of \$22,325.00 shall be paid, on an hourly basis, to all Permanent Employees.
 - (c) Northern Allowance, effective April 1, 2019 of \$22,650.00 shall be paid, on an hourly basis, to all Permanent Employees.
- 54.02 This allowance shall be paid on an hourly basis to Part-Time and Term Employees and pro-rated according to hours worked.
- 54.03 Casual Employees do not receive Northern Allowance.
- 54.04 Northern Allowance will be paid to Employees at an hourly rate calculated by dividing the annual amount of Northern Allowance by 1,950 hours for those Employees normally required to work a seven and one-half (7½) hour day, and by dividing the Northern Allowance by 2,080 hours for those Employees normally required to work an eight (8) hour day.

ARTICLE 55: MEDICAL ESCORT LEAVE

- 55.01 Employees shall be entitled to up to five (5) days' leave with pay per year to escort a spouse, parent, child or stepchild to a medical facility outside of Qikiqtarjuaq, upon providing the Employer with a certificate from a medical practitioner confirming the need for medical travel and the requirement for an escort.

ARTICLE 56: BILINGUAL BONUS


- 56.01 Effective April 1, 2019, where an Employee (Assistant SAO, Secretary-Treasurer, Bylaw Officer and Finance Officer) is required in the day-to-day operations of a position to speak a second language there shall be paid a bilingual bonus of one thousand dollars (\$1,000.00) per annum.

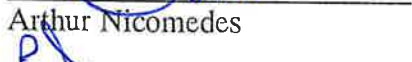
56.02 The bilingual bonus shall be paid to Employees as an hourly allowance, paid on regular hours worked and during periods of leave with pay.

IN WITNESS WHEREOF the parties have executed this Collective Agreement by affixing hereto the signatures of their proper Officers in that behalf.

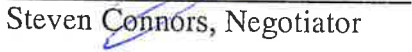
ON BEHALF OF THE EMPLOYER:


Geela Kooneeliusie

for 
Mary Tkilliktee



Arthur Nicomedes


Phillip Sangayam


Steven Connors, Negotiator


Date: Dec. 6/18

ON BEHALF OF THE PUBLIC
SERVICE ALLIANCE OF CANADA


Jack Bourassa
PSAC Regional Vice-President

for 
David Grant


Robbie Kullualik


Gail Lem, Negotiator

Date: Feb 22/19

EFFECTIVE APRIL 1, 2017 – 2.25% increase

| POSITION | LEVEL 1 | LEVEL 2 | LEVEL 3 |
|--------------------------------|---------|---------|---------|
| ASAO | \$35.30 | \$36.02 | \$36.71 |
| Finance Officer | \$23.87 | \$24.33 | \$24.83 |
| Finance Clerk | \$20.29 | \$20.69 | \$21.10 |
| Sec/Tran | \$20.56 | \$20.97 | \$21.38 |
| Land Officer | \$22.75 | \$23.20 | \$23.67 |
| CEDO | \$27.65 | \$28.17 | \$28.71 |
| Recreation Coordinator | \$22.75 | \$23.20 | \$23.67 |
| Custodian | \$17.20 | \$17.53 | \$17.86 |
| By-Law Officer | \$22.75 | \$23.20 | \$23.67 |
| CLO | \$22.75 | \$23.20 | \$23.67 |
| Journeyman Mechanic | \$41.39 | \$42.22 | \$43.07 |
| Mechanic Helper | \$22.02 | \$22.45 | \$22.89 |
| Public Works Clerk | \$20.01 | \$20.41 | \$20.81 |
| Heavy Equip. Operator | \$30.10 | \$30.70 | \$31.28 |
| Water Truck Driver | \$25.24 | \$25.74 | \$26.24 |
| Sewage Truck Driver | \$25.24 | \$25.74 | \$26.24 |
| Garbage Truck Driver | \$21.12 | \$21.54 | \$21.96 |
| Building Maintainer | \$20.01 | \$20.41 | \$20.81 |
| Cas. PW Worker | \$14.68 | | |
| Recreation Worker | \$14.68 | \$14.97 | \$15.26 |
| Office Worker | \$14.68 | \$14.97 | \$15.26 |
| Arena/Gym Supervisor | \$17.24 | \$17.58 | \$17.92 |
| Justice Coordinator | \$38.21 | \$38.95 | \$39.71 |
| Airport Maintainer | \$30.10 | \$30.70 | \$31.28 |
| Radio | \$15.45 | \$15.74 | \$16.02 |
| Lifeguard | \$23.98 | \$24.46 | \$24.89 |
| Building Maintainer Journeyman | \$31.26 | \$31.89 | \$32.52 |
| Parent & Tot Coordinator | \$28.00 | | |
| CPNP Coordinator | \$33.54 | | |
| Assistant CPNP Coordinator | \$22.44 | | |
| Casual CPNP | \$22.44 | | |
| Wellness Coordinator | \$28.76 | | |
| Tourism Coordinator | \$26.40 | | |
| MMOS | \$21.31 | | |
| Breakfast Program Coordinator | \$25.00 | | |

EFFECTIVE APRIL 1, 2018 – 2.50% increase

| POSITION | LEVEL 1 | LEVEL 2 | LEVEL 3 |
|--------------------------------|---------|---------|---------|
| ASAO | \$36.44 | \$37.18 | \$37.88 |
| Finance Officer | \$24.72 | \$25.19 | \$25.71 |
| Finance Clerk | \$21.05 | \$21.46 | \$21.88 |
| Sec/Tran | \$21.33 | \$21.75 | \$22.17 |
| Land Officer | \$23.58 | \$24.04 | \$24.52 |
| CEDO | \$28.34 | \$28.87 | \$29.43 |
| Recreation Coordinator | \$23.58 | \$24.04 | \$24.52 |
| Custodian | \$17.63 | \$17.97 | \$18.31 |
| By-Law Officer | \$23.58 | \$24.04 | \$24.52 |
| CLO | \$23.58 | \$24.04 | \$24.52 |
| Journeyman Mechanic | \$42.68 | \$43.53 | \$44.40 |
| Mechanic Helper | \$22.83 | \$23.27 | \$23.72 |
| Public Works Clerk | \$20.77 | \$21.18 | \$21.59 |
| Heavy Equip. Operator | \$30.85 | \$31.47 | \$32.06 |
| Water Truck Driver | \$26.13 | \$26.64 | \$27.15 |
| Sewage Truck Driver | \$26.13 | \$26.64 | \$27.15 |
| Garbage Truck Driver | \$21.90 | \$22.33 | \$22.77 |
| Building Maintainer | \$20.77 | \$21.18 | \$21.59 |
| Cas. PW Worker | \$15.30 | | |
| Recreation Worker | \$15.30 | \$15.60 | \$15.90 |
| Office Worker | \$15.30 | \$15.60 | \$15.90 |
| Arena/Gym Supervisor | \$17.93 | \$18.28 | \$18.62 |
| Justice Coordinator | \$39.17 | \$39.92 | \$40.70 |
| Airport Maintainer | \$30.85 | \$31.47 | \$32.06 |
| Radio | \$15.84 | \$16.13 | \$16.42 |
| Lifeguard | \$24.84 | \$25.33 | \$25.77 |
| Building Maintainer Journeyman | \$32.30 | \$32.94 | \$33.59 |
| Parent & Tot Coordinator | \$28.96 | | |
| CPNP Coordinator | \$34.63 | | |
| Assistant CPNP Coordinator | \$23.26 | | |
| Casual CPNP | \$23.26 | | |
| Wellness Coordinator | \$29.48 | | |
| Tourism Coordinator | \$27.06 | | |
| MMOS | \$22.10 | | |
| Breakfast Program Coordinator | \$25.88 | | |

EFFECTIVE APRIL 1, 2019 – 2.75% increase

| POSITION | LEVEL 1 | LEVEL 2 | LEVEL 3 |
|--------------------------------|---------|---------|---------|
| ASAO | \$37.44 | \$38.20 | \$38.92 |
| Finance Officer | \$25.40 | \$25.88 | \$26.42 |
| Finance Clerk | \$21.63 | \$22.05 | \$22.48 |
| Sec/Tran | \$21.92 | \$22.35 | \$22.78 |
| Land Officer | \$24.23 | \$24.70 | \$25.19 |
| CEDO | \$29.12 | \$29.66 | \$30.24 |
| Recreation Coordinator | \$24.23 | \$24.70 | \$25.19 |
| Custodian | \$18.11 | \$18.46 | \$18.81 |
| By-Law Officer | \$24.23 | \$24.70 | \$25.19 |
| CLO | \$24.23 | \$24.70 | \$25.19 |
| Journeyman Mechanic | \$43.85 | \$44.73 | \$45.62 |
| Mechanic Helper | \$23.46 | \$23.91 | \$24.37 |
| Public Works Clerk | \$21.34 | \$21.76 | \$22.18 |
| Heavy Equip. Operator | \$31.70 | \$32.34 | \$32.94 |
| Water Truck Driver | \$26.85 | \$27.37 | \$27.90 |
| Sewage Truck Driver | \$26.85 | \$27.37 | \$27.90 |
| Garbage Truck Driver | \$22.50 | \$22.94 | \$23.40 |
| Building Maintainer | \$21.34 | \$21.76 | \$22.18 |
| Cas. PW Worker | \$15.72 | | |
| Recreation Worker | \$15.72 | \$16.03 | \$16.34 |
| Office Worker | \$15.72 | \$16.03 | \$16.34 |
| Arena/Gym Supervisor | \$18.42 | \$18.78 | \$19.13 |
| Justice Coordinator | \$40.25 | \$41.02 | \$41.82 |
| Airport Maintainer | \$31.70 | \$32.34 | \$32.94 |
| Radio | \$16.28 | \$16.57 | \$16.87 |
| Lifeguard | \$25.52 | \$26.03 | \$26.48 |
| Building Maintainer Journeyman | \$33.19 | \$33.85 | \$34.51 |
| Parent & Tot Coordinator | \$29.76 | | |
| CPNP Coordinator | \$35.58 | | |
| Assistant CPNP Coordinator | \$23.90 | | |
| Casual CPNP | \$23.90 | | |
| Wellness Coordinator | \$30.29 | | |
| Tourism Coordinator | \$27.80 | | |
| MMOS | \$22.71 | | |
| Breakfast Program Coordinator | \$26.60 | | |

SHIFT SCHEDULE

Recreation Operation Hours

| Gym Supervisors | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | TOTAL |
|------------------------|---------------|----------------|------------------|-----------------|---------------|-----------------|---------------|--------------|
| Employee #1 | 6:00 – 1:00 | 6:00 – 1:00 | 6:00 – 1:00 | 6:00 – 1:00 | 6:00 – 1:00 | 6:00 – 1:00 | CLOSED | 42 |
| Employee #2 | 6:00 – 1:00 | 6:00 – 1:00 | 6:00 – 1:00 | 6:00 – 1:00 | 6:00 – 1:00 | 6:00 – 1:00 | CLOSED | 42 |

| Arena Workers | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | TOTAL |
|----------------------|---------------|----------------|------------------|-----------------|---------------|-----------------|---------------|--------------|
| Employee #1 | 3:00 – 11:00 | 3:00 – 11:00 | 3:00 – 11:00 | 3:00 – 11:00 | 3:00 – 11:00 | | CLOSED | 40 |
| Employee #2 | 3:00 – 11:00 | 3:00 – 11:00 | 3:00 – 11:00 | 3:00 – 11:00 | 3:00 – 11:00 | | CLOSED | 40 |
| Employee #3 | | | | | | 3:00 – 11:00 | CLOSED | 8 |
| Employee #3 | | | | | | 3:00 – 11:00 | CLOSED | 8 |

| Radio Announcers | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | TOTAL |
|-------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|------------------------------|---------------|--------------|
| Employee #1 | 5:00 – 6:00 9:30 – 10:30 | 10:00 – 1:00 a.m. | 5:00 – 6:00 9:30 – 10:30 | 10:00 – 1:00 a.m. | 5:00 – 6:00 9:30 – 10:30 | 6:00 – 8:00 10:00 – 11:00 | 1:00 – 3:00 | 17 |
| Employee #2 | 10:00 – 1:00 | 5:00 – 6:00 9:30 – 10:30 | 10:00 – 1:00 | 5:00 – 6:00 9:30 – 10:30 | 10:00 – 1:00 | 1:00 – 3:00 | 10:00 – 11:00 | 16 |

LETTER OF UNDERSTANDING**BETWEEN****THE MUNICIPALITY OF QIKIQTARJUAQ****AND****THE PUBLIC SERVICE ALLIANCE OF CANADA**

(as represented by its agent, Nunavut Employees Union)

THIRD PARTY CONTRACTS**The Parties agree the following forms part of the Agreement:**

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.

Therefore the Employer and the Union agree:

1. Wages and benefits for Employees who work in a Third-Party Funded position shall not exceed the amount of wages and benefits outlined in the funding agreement between the Employer and the Third Party, and the provisions of the *Labour Standards Act*, except for Designated Paid Holidays which will follow Article 24.01.
2. In the event that the Employer is contemplating the termination of a contract with another agency which will have the effect of the layoff of one or more employees in the Bargaining Unit, the Employer shall provide not less than thirty (30) 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.
3. At the request of either party, the Employer and the Union shall meet within the thirty (30) 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. If there is a meeting, the Employer will provide the Union with a copy of the contract and its rationale for contemplating the termination of the contract.
4. 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 Letter of Understanding, shall be signed by both the Union and the Employer, and shall be incorporated into the Collective Agreement.
5. If the Employer and the Union do not reach an agreement, the Employer may exercise its rights under the Collective Agreement.

- 6. Nothing in this Letter of Understanding requires the Employer to, or prevents the Employer from, terminating the contract.
- 7. Notice given to the Union under this Letter of Understanding shall not constitute notice of layoff under the applicable articles in the Collective Agreement.
- 8. Employees hired in a Third-Party Funded position, with reasonable notification to the Senior Administrative Officer, shall be able to examine the Third-Party Funded contract under which he/she is hired and shall be allowed to make copies of such contract.
- 9. In the event of a new hire(s) under a new Third-Party Funded contract which the Employer anticipates to be renewed from year to year and which provides for continuous employment of at least one year (e.g. transfer of additional government services from the Nunavut Government to the Hamlet), the Employer will notify the Union prior to any hiring. The Parties will meet within thirty (30) days to discuss and negotiate the wages and benefits of the new position(s).
- 10. In the event the Union and the Employer are unable to agree on the application of wages and benefits, the Employer may exercise its rights under the Collective Agreement and either party may submit the dispute to arbitration within sixty (60) days. The provisions of Articles 38.07 through 38.12 inclusive shall apply in the case of a referral.

SIGNED THIS 7th DAY OF Feb, 2017⁹ at Qikiqtarjuaq, Nunavut.


ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE PUBLIC SERVICE ALLIANCE OF CANADA


Geela Kooneliusie


Jack Bourassa
PSAC Regional Vice-President

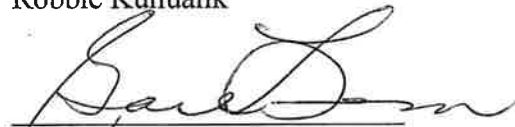

Mary Tkilliktee


for David Grant


Arthur Nicomedes


Robbie Kullualik


Phillip Sanguyam


Gail Lem, Negotiator

Steve Connors, Negotiator

Date: Feb 20, 2019

Date: Feb 22/19

LETTER OF UNDERSTANDING

BETWEEN

THE MUNICIPALITY OF QIKIQTARJUAQ

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA
(as represented by its agent, Nunavut Employees Union)

VACATION TRAVEL ASSISTANCE

The parties agree the following forms part of the Agreement:

Vacation Travel Assistance shall be provided to the ASAO position.

SIGNED THIS 7th DAY OF Feb, 2019 at Qikiqtarjuaq, Nunavut.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE PUBLIC SERVICE ALLIANCE OF CANADA



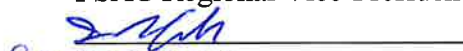
Geela Kooneeliusie



Jack Boufassa
PSAC Regional Vice-President




Mary Tkilliktee



for David Grant



Arthur Nicomedes



Robbie Kullualik



Phillip Sanguyam



Gail Lem, Negotiator

Steve Connors, Negotiator

Date: Feb 20, 2019

Date: Feb 22/19

