

COLLECTIVE AGREEMENT

BETWEEN

MUNICIPALITY OF SANIKILUAQ
(hereinafter referred to as the "Employer")

-and-

PUBLIC SERVICE ALLIANCE OF CANADA
as represented by its agent, the Nunavut Employees Union.
(hereinafter referred to as the "Union")

Effective:

April 1, 2018 – March 31, 2021

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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 occupational health and safety of the Employees.
- 1.02 The parties to this Agreement share a desire to improve the quality, 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, within the framework provided by law, an effective working relationship at the workplace in which members of the Bargaining Unit are employed.

ARTICLE 2 – INTERPRETATIONS AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (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 Sanikiluaq because of weather conditions and is unable to contact the Employer before or during the absence;
- (b) “*Agreement*” means this Collective Agreement;
- (c) “*Allowance*” means compensation payable to an Employee in addition to his/her regular remuneration payable for the performance of the duties of his/her position;
- (d) “*Bargaining Unit*” shall mean all Employees of the Municipality of Sanikiluaq, excluding the SAO, ASAO, Director of Finance and Hamlet Foreman;
- (e) “*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;
- (f) “*Casual Employee*” means an Employee who is not regularly scheduled but works on a temporary, seasonal or on-call basis.
- (i) Casual Employees shall be entitled to all of the provisions of the Collective Agreement, except for the following:

- 1) Article 25 – Seniority;
- 2) Article 26 – Lay-off;
- 3) Article 35 – Designated Paid Holidays;
- 4) Article 36 – Vacation Leave;
- 5) Article 37 – Leave – General;
- 6) Article 38 – Special Leave;
- 7) Article 39 – Bereavement Leave;
- 8) Article 40 – Compassionate Care Leave;
- 9) Article 42 – Education Leave and Professional Development;
- 10) Article 43 – Maternity Leave;
- 11) Article 44 – Parental Leave;
- 12) Article 45 – Sick Leave;
- 13) Article 49 – Technological Change;
- 14) Article 51 – Relocation Expenses;
- 15) Article 53 – Northern Allowance;
- 16) Article 55 – Severance Pay;
- 17) Article 56 – Benefits; and
- 18) Article 57 – Pensions.

- (ii) In addition to their biweekly pay, Casual Employees shall be paid four (4) per cent vacation pay for the first three (3) years of continuous service, and six (6) per cent vacation pay after three (3) years of continuous service. Such vacation pay shall be clearly identified on the Employee's pay stub.
- (iii) When the services of a Casual Employee are no longer required, the Employee shall receive such notice in writing with a copy to the Union.
- (iv) The Employer shall not employ a series of Casual Employees in lieu of establishing a permanent full-time or permanent part-time position or filling a vacant position for a maximum of thirty (30) days.
- (g) "Committee" means the Labour/Management Committee;
- (h) 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;

- (i) "*Continuous Employment*" means uninterrupted employment with the Employer; and
 - (i) with reference to re-appointment of a laid-off Employee, the Employee will maintain the accruals existing at the time of being laid off with the accruals continuing upon the reappointment date;
 - (ii) where an Employee other than a casual ceases to be employed for a reason other than discharge for just cause, abandonment of position or rejection on probation, and is re-employed within a period of three (3) months, such periods of employment shall be considered as continuous employment.
- (j) "*Council*" means the Council of Sanikiluaq;
- (k) "*Day of Rest*" in relation to an Employee means a day other than a General Holiday on which that Employee is not ordinarily required to perform the duties of his/her position other than by reason of him/her being on leave;
- (l) "*Demotion*" means the appointment of an Employee for reasons of misconduct, incompetence, or incapacity, to another position for which the rate of pay is less than that of his/her former position;
- (m) "*Employer*" means the Municipality of Sanikiluaq;
- (n) "*Fiscal Year*" means the period of time from April 1st in one year to March 31st in the following year;
- (o) "*General Holiday*" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a General Holiday in this Agreement;
- (p) "*Grievance*" means a complaint in writing that an Employee, group of Employees, or the Union submits to the Employer, to be processed through the grievance procedure;
- (q) "*Leave*" means absence from duty with the Employer's permission;
- (r) "*Membership Fees*" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit;

- (s) *"Part-time Employee"* is an Employee who is scheduled to work on a continuing basis for less than the standard work day, week, or month;
 - (i) Part-Time Employees are entitled to all of the provisions of the Collective Agreement except where otherwise stated. These provisions shall be pro-rated where applicable;
 - (ii) New Part-Time Employees shall serve a probationary period of nine (9) months in accordance with Article 17 – Probationary Period;
 - (iii) Part-Time Employees shall accrue seniority in accordance with hours worked.
- (t) *"Permanent Full-Time Employee"* means an Employee who has successfully completed the Probationary Period and
 - (i) for outside workers is working 40 hours or more per week;
 - (ii) for office workers is working 37.5 hours or more per week;
- (u) *"Promotion"* means the appointment of an Employee to a new position, the maximum rate of pay of which exceeds that of his/her former position;
- (v) "PSAC" means the Public Service Alliance of Canada;
- (w) *"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;
- (x) *Representative* means a person who is authorized to represent the Union;
- (y) *"Seasonal Employee"* means an Employee hired on a recurring basis, which may be full-time or part-time hours of work, or may be casual, subject to the operational requirements of the Employer.

- (z) “*Senior Administrative Officer*” or “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;
- (aa) “*Straight-time rate*” means the hourly rate of pay;
- (bb) “*Term Employee*” means an Employee hired for a fixed period not to exceed eighteen (18) months. Such term may be extended for up to one (1) additional year with the agreement of the Union and a request for such extension shall not be unreasonably denied;
 - (i) Term Employees shall only be hired:
 - 1) as leave replacements;
 - 2) in relation to, or in support of, training;
 - 3) for a defined short-term position;
 - 4) for a temporary period when no qualified candidate is available to fill a vacant, indeterminate position.
 - (ii) Where a Term Employee is to be hired, the Employer shall advise the Union of the circumstances;
 - (iii) Term Employees shall be entitled to all provisions of this Collective Agreement except the following:
 - 1) Article 25 – Seniority;
 - 2) Article 26 – Lay-off;
 - 3) Article 42 – Education Leave & Professional Development/Short-Term Leave for Training;
 - 4) Article 55 – Severance Pay;
 - 5) Article 56 – Benefits and Article 57 – Pensions, unless terms is longer than one (1) year.

Term Employees are entitled to the Maternity and Parental Leave provisions of this Collective Agreement, but shall not be reinstated at the end of such leaves if the leave extends beyond the length of the term for which they were hired.

- (iv) A Term Employee shall receive a minimum of two (2) weeks’ notice of termination of employment.
- (v) A Term Employee whose assignment is extended beyond thirty (30) months shall become permanent. Such Employee shall be considered to have passed the probationary period and their seniority date shall be

adjusted to take into account all hours worked as a Term Employee.

- (vi) When a Term Employee becomes a permanent Full-Time or Part-time Employee, and their service has been unbroken by termination or resignation, their seniority date and their probationary period shall be adjusted to take into account all hours worked as a Term Employee.
 - (vii) Notwithstanding any other provision of this Agreement, the Employer may hire a Term Employee as a replacement for an Employee who is elected as a full-time paid Union Officer under Article 11.13 – Leave for Union Business for the duration of that leave and any extension thereof.
- (cc) "*Transfer*" means the appointment of an Employee to a new position, that does not constitute a promotion or demotion;
- (dd) "*Union*" means the Public Service Alliance of Canada, or its agent, the Nunavut Employees Union, or its Local.

Number and Gender

2.02 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 or neuter where the fact or context requires this and with regard to the provisions of this Agreement.

May, Shall and Will

- 2.03 "*May*" shall be regarded as permissive and "*Shall*" and "*Will*" as imperative.
- 2.04 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 3 – RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees as described in the Certification Order No. 10534-U issued by the Canada Industrial Relations Board dated the 5th day of March, 2014.
- 3.02 The Employer shall advise prospective Employees that the workplace is unionized.

ARTICLE 4 – HUMAN RIGHTS

Freedom from Discrimination

- 4.01 The Employer, the Union, and the Employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee by reason of race, colour, ancestry, ethnic origin, citizenship, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity or expression, marital status, family status, lawful source of income, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.

Equal Pay for Work of Equal Value

- 4.02 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

- 4.03 "*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.
- 4.04 Every Employee is entitled to employment free of sexual harassment.
- 4.05 The Employer will make every reasonable effort to ensure that no Employee is subjected to sexual harassment.

- 4.06 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An Employee may be assisted by the Union in making a complaint.
- 4.07 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where necessary for the purposes of investigating the complaint, taking remedial measures in relation thereto, or as required by law.
- 4.08 The Employer shall post its sexual harassment and workplace harassment policy on municipal bulletin boards. The Employer shall make each person under the Employer's direction aware of the policy.

Freedom from Workplace Violence

- 4.09 "*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, verbal or emotional nature.
- 4.10 Every Employee is entitled to employment free of workplace violence.
- 4.11 The Employer will make every reasonable effort to ensure that no Employee is subjected to workplace violence.
- 4.12 No Employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 4.13 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An Employee may be assisted by the Union in making a complaint.
- 4.14 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where necessary for the purposes of investigating the complaint, taking remedial measures in relation thereto, or as required by law.

Religious Observance

- 4.15 The Employer shall make every reasonable effort to accommodate an Employee who requests time off to fulfill his/her religious obligations.

- 4.16 An Employee may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave or leave without pay in order to fulfill his/her religious obligations.
- 4.17 An Employee may request time off with pay in order to fulfil his/her religious obligations. Such requests shall not be unreasonably denied. 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 clause shall not be compensated.
- 4.18 An Employee who intends to substitute a General Holiday, request leave or time off under this Article must give at least two (2) weeks' notice in writing to the Employer before the period of absence.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 Management reserves all rights not specifically amended or modified in this Collective Agreement. The Employer shall exercise its rights in a manner which is fair, reasonable, in good faith, without discrimination and consistent with the terms of this Agreement.
- 5.02 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.

ARTICLE 6 – APPLICATION

- 6.01 The provisions of this Agreement apply to the Union, Employees and the Employer.
- 6.02 Part-time Employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compared to the standard work week or as provided for by the benefit plan provider's policy wording.

ARTICLE 7 – FUTURE LEGISLATION

- 7.01 In the event that any law passed by Parliament or the Legislative Assembly of Nunavut renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision. In the event the parties cannot agree, the matter may be referred to arbitration.

Conflict of Provisions

- 7.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other document dealing with the terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

ARTICLE 8 – STRIKES AND LOCKOUTS

- 8.01 There shall be no lockout by the Employer and no strike by the Employees or Union during the life of this Agreement.
- 8.02 No Employees, other than those Employees in positions identified as essential services pursuant to Section 87.4 of the *Canada Labour Code*, shall be required to cross any legal picket line or to do any struck work. No Employee shall suffer a loss of pay or benefits as a result of a refusal to cross a legal picket line or a refusal to do any struck work
- 8.03 No Employee shall be disciplined by the Employer for exercising his/her rights contained in this Article.

ARTICLE 9 – EMPLOYER DIRECTIVES

- 9.01 The Employer shall, at least thirty (30) calendar days prior to issuance, provide the Union with a copy of all personnel directives which are intended to clarify the interpretation or application of the Agreement. In the event that the Union disputes the content of the directive and the dispute cannot be settled, the matter may be referred to arbitration.

ARTICLE 10 – UNION SECURITY

Union Shop

10.01 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*.

Check Off

10.02 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all Employees in the Bargaining Unit.

10.03 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each Employee in the Bargaining Unit.

10.04 For the purpose of applying Article 10.02, deductions from pay for each Employee will occur on a biweekly basis.

10.05 No Employee organization, other than the Union, shall be permitted to have Membership Fees deducted by the Employer from the pay of the Employees in the Bargaining Unit.

10.06 The amounts deducted in accordance with Article 10.02 shall be remitted to the Comptroller of the PSAC 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/her behalf.

10.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

10.08 The Employer agrees to identify annually on each Employee's T4 slip, the total amount of Membership Fees deducted for the applicable year.

ARTICLE 11 – UNION REPRESENTATION

Union Access to Employer Premises

11.01 Upon reasonable notification the Employer shall grant Representatives of the Union access to its work premises in order to carry out union business relating to the Bargaining Unit.

Appointment of Representatives

11.02 The Employer acknowledges the right of the Union to appoint Employees as Representatives.

11.03 The Employer shall grant leave with pay to Employees participating as a party, a witness, or a Representative of the Union in respect to:

- (a) any proceeding relating to Sanikiluaq before the Canada Industrial Relations Board;
- (b) investigation of any complaints or grievances, except for an Employee who is on suspension without pay;
- (c) any proceeding under Article 24 – Grievance Procedure and Arbitration, except for an Employee who is on suspension without pay;
- (d) meetings with the Employer on behalf of the Union.

11.04 The Employer shall grant leave without pay to two (2) Employees at any given time with respect to:

- (a) conventions, conferences, and executive council meetings of the Union and/or the Alliance;
- (b) union training;
- (c) union activity outside of this Bargaining Unit.

Subject to operational requirements, the Employer may grant leave without pay to additional Employees for the purposes of this clause.

An Employee on leave under this clause shall continue to be paid by the Employer and the Employer shall be reimbursed by the Union for such employment costs.

11.05 A Representative shall obtain the agreement 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 agreement shall not be unreasonably withheld.

11.06 The Representative shall report back to the appropriate management personnel before resuming his normal duties.

Contract Negotiations

- 11.07 The Employer will grant leave with pay for three (3) Employees to attend contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

- 11.08 The Employer will grant leave with pay for three (3) Employees to attend preparatory contract negotiations meetings to a maximum of two (2) days.

Union Orientation

- 11.09 The Employer shall allow new Employees to meet with the Representative of the Union for one (1) hour without loss of pay for the purpose of union orientation. The Representative of the Union, if an Employee, shall be granted leave with pay.

Bulletin Board Space

- 11.10 The Employer shall provide bulletin board space in the Hamlet Office and the Hamlet Garage clearly identified for the exclusive use of the Union.

Meeting Rooms

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

Delivery of Mail

- 11.12 The Employer shall deliver any mail originating from the Union addressed to its members in accordance with the Employer's normal internal mail distribution system.

Leave for Paid Elected Officers

- 11.13 An Employee elected as a full-time paid officer of the executive of the Nunavut Employees Union, the Public Service Alliance of Canada or the Northern Territories Federation of Labour shall, upon application, be granted leave without pay for the term of office. During the leave such Employees shall maintain all benefits and seniority accumulated prior to commencement of the leave but shall not accumulate any additional benefits or seniority during the leave, unless the parties agree otherwise. The Employer will invoice the Union for any benefit or pension premium paid.

- 11.14 Such Employees shall advise the Employer as soon as possible when an extension of their leave is applicable due to re-election.
- 11.15 Upon termination of their leave such Employees shall be offered, at a minimum, the position they held or equivalent position with the Employer at the commencement of their leave.
- 11.16 Notwithstanding Article 11.15, the Employer may make an offer of employment to such an Employee to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.

ARTICLE 12 – INFORMATION

12.01 The Employer agrees to provide the Union on request, normally not more than three (3) times per year, with information concerning the identification of each Employee in the Bargaining Unit. This information shall include the name, address, job classification, date of hire and employment status of all Employees in the Bargaining Unit.

The Employer shall indicate which Employees have been hired or transferred and those Employees whose employment has been terminated during the period reported.

12.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is, in the view of the Employer, within or outside of the Bargaining Unit.

Publication and Distribution of Agreement

12.03 The Union shall facilitate the production and printing of this Agreement. The Employer and the Union shall share equally the costs of printing this Agreement.

12.04 At the request of any Employee, the Agreement shall be translated into Inuktitut. The Employer and the Union shall share equally the costs of such translation. Should a difference arise between the interpretation of the English and Inuktitut versions of this Agreement, the English version shall prevail.

12.05 The Employer shall provide each Employee, and each newly hired Employee upon his/her appointment, with a copy of this Agreement.

ARTICLE 13 – HOURS OF WORK

13.01 Employees shall report for their regular hours of work at the place directed by the Employer and shall go to and from such place on their

own time. Where an Employee is required to report to a new place during the regular hours of work, he or she shall do so without loss of pay.

13.02 The regularly scheduled hours of work shall consist of:

- (a) For water and sewage workers: A rotating schedule every four (4) weeks of a workweek of five (5) consecutive workdays from Monday to Friday or from Tuesday to Saturday, which shall consist of eight (8) consecutive hours between the hours of 8:00 AM and 5:00 PM exclusive of a one (1) hour lunch period.

The Employer shall ensure that rotating shifts are scheduled so that Employees assigned to such shifts rotate regularly so that an equal time will be spent by Employees on each shift.

- (b) For Maintenance and other Outside Workers: A workweek of five (5) consecutive workdays from Monday to Friday, which shall consist of eight (8) consecutive hours between the hours of 8:00 AM and 5:00 PM, exclusive of a one (1) hour lunch period.
- (c) For Office Workers: A workweek of five (5) consecutive workdays from Monday to Friday, which shall consist of 7.5 consecutive hours between the hours of 8:30 AM and 5 PM, exclusive of a one (1) hour lunch period. This shall include Recreation Coordinators.
- (d) For Recreation Centre Workers: Part-time Recreation Supervisors normally shall be assigned to the following shifts: 6 PM to 12 midnight Monday to Thursday; 6 PM to 1 AM on Friday; 1 pm to 4 PM and 6:00 PM to 11:45 PM on Saturday. It is understood by the parties that hours of work may vary depending on holidays and special events.
- (e) For Radio Workers: Part-time Radio workers shall be assigned to the following shifts: Monday through Saturday inclusive: 10 AM until 1 PM and 6 PM until 10 PM. Sunday: 12 Noon until 3 PM.
- (f) For the Bylaw Enforcement Officers: A workweek of five (5) days in a seven (7) day period which may or may not be consecutive, which shall consist of eight (8) consecutive hours between the hours of 7:00 PM and 4:00 AM, exclusive of a one (1) hour lunch period.

13.03 Employees shall, in every normal work week, have a minimum of two (2) consecutive days off.

13.04 Employees shall have one paid rest period of fifteen (15) minutes in the middle of the each half-day worked.

13.05 The Employer shall post the shift schedule at least two (2) weeks in advance except where an emergency prevents such posting, in which case the shift schedule shall be posted as soon as possible.

13.06 The Employer shall provide at least forty-eight (48) hours' notice of any change to the shift schedule and shall provide Employees with a minimum of ten (10) hours of rest between shifts except where an emergency prevents such notice and rest period.

13.07 In the event that an Employee is scheduled or rescheduled to work a shift that does not allow the minimum time off, and the Employee works such shift, the Employee shall be paid overtime premiums for the hours worked up to the minimum time off in accordance with the provisions of Article 14 – Overtime of this Collective Agreement.

13.08 Employees shall be entitled to exchange shifts providing that:

(a) The exchange is agreed to in writing between the affected Employees;

(b) Exchanges shall not be subject to any overtime premium pay;

(c) Such exchange shall not be deemed to be a violation of the Collective Agreement and the provisions of Article 13.05 and 13.06 shall be waived;

(d) Such exchange shall be subject to written approval by the Employer and such approval shall not be unreasonably denied;

(e) Such exchange shall be recorded by the Employer on the shift schedule.

13.09 (a) An Employee who is unable to report for duty at the designated start time of the shift shall so advise his or her Manager as soon as possible prior to the start of the shift. Management shall post in each department the names and telephone numbers of the appropriate Manager to be contacted. If an Employee has been replaced on a shift because he or she has not contacted the Manager to advise that he or she will be late, the Employee may forfeit the day of paid work.

(b) All Employees are expected to report for duty promptly, such that they are fully prepared to begin work at the designated start time.

- 13.10 An Employer 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 timely notification to the Employer.
- 13.11 When the work schedule in place at the time of the signing of the Collective Agreement is to be changed, or if the Employer adds new positions that require different hours of work than those provided in the Collective Agreement, the Employer shall provide thirty (30) days' notice to the Union and the hours of work shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on new or amended hours of work, the dispute shall be subject to the Grievance and Arbitration provisions of this Collective Agreement.

ARTICLE 14 – OVERTIME

14.01 In this Article:

- (a) "Overtime" means work performed by an Employee in excess of or outside of his/her regularly scheduled hours of work or work performed on a day of rest;
- (b) "Straight time rate" means the hourly rate of pay;
- (c) "Time and one-half" means one and one-half times the straight time rate;
- (d) "Double time" means twice the straight time rate.

14.02 The Employer shall:

- (a) allocate overtime work on an equitable basis among readily available qualified Employees who are normally required in their regular duties to perform that work;
- (b) give Employees who are required to work overtime reasonable advance notice of this requirement. Except in the case of an emergency, an Employee may refuse to work overtime.

14.03 (a) All overtime must be approved in advance, and in writing where possible, by the Employer, unless the work required is of an emergency and management is not available for immediate approval;

- (b) Overtime hours not authorized in advance, except in cases of emergency, will not be paid out.

14.04 For all Employees, Overtime work shall be compensated as follows:

- (a) at time and one-half (1½ x) for all hours except as provided in Article 14.03(b);
- (b) at double time (2 x) for all hours of overtime worked after the first eight (8) consecutive hours of overtime and double time (2 x) for all hours worked on the second or subsequent day of rest.
- (c) At the request of the Employee, in lieu of (a) and (b) above, the Employer shall grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the Employee.
- (d) An Employee may bank a maximum of one hundred and sixty (160) hours of overtime in a fiscal year. An Employee may carry over such banked overtime from year to year, but may not exceed the maximum of one hundred and sixty (16) at any time.
- (e) An Employee who is required to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described in Article 14.04(a).
- (f) For part-time, seasonal and casual employees, and term employees who work less than full time hours, overtime rates will be paid after eight (8) hours in a day and after either thirty-seven-and-one-half (37.5) or forty (40) hours in a week, depending on the classification of the employee.

ARTICLE 15 – STANDBY/CALL OUT

15.01 An Employee required to be on standby during a week day, Monday to Friday, shall be compensated at the rate of \$25.00 per day (Monday to Friday). An Employee required to be on standby on a Saturday, Sunday or statutory holiday shall be compensated at the rate of \$50.00 per day. If the Employee on standby does not respond to a call out, the Employee will not be paid the standby pay for that day.

15.02 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; or

- (b) who is on standby is called to the worksite and is required to work.
- 15.03 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 a specific day shall be paid at the appropriate overtime rate for all time worked.

- 15.04 Employees must be readily available to return to work and shall respond to a Call Out/emergency call as soon as possible.
- 15.05 The Employer will make every reasonable effort to provide an equitable distribution of standby duties between Employees. In the event no Employee is available for standby duties, the least senior Employee will be scheduled for the standby duties.

ARTICLE 16 – REPORTING PAY

- 16.01 If an Employee reports to work for his/her regularly scheduled workday and there is insufficient work available as determined by the Employer, he/she shall be entitled to one (1) day of work. When no work is available he/she shall receive compensation of one (1) day of pay at the straight time rate.
- 16.02 If an Employee is directed to report for work on a day of rest or on a General Holiday, and there is insufficient work available as determined by the Employer, when no work is available, he/she shall receive compensation of four (4) hours' pay at the appropriate overtime rate.
- 16.03 If an Employee is directed to report for work outside of his/her regularly scheduled hours, he/she shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours pay at the straight-time rate.

ARTICLE 17 - PROBATIONARY PERIOD

- 17.01 New Full-time Employees shall serve a probationary period as follows: for Outside Workers – 1040 hours; for Office Staff – 975 hours. New Part-Time

Employees shall serve a probationary period for the first nine (9) months of active employment.

17.02 The probationary period is intended to be a period of time for the Employer to adequately evaluate the Employee's skills and qualifications and to provide the Employee with guidance and feedback regarding his/her performance and suitability for the appointment.

17.03 A performance evaluation shall be held no later than approximately the mid-point of the Employee's probationary period in order to provide the Employee with such guidance and feedback and to give the Employee the opportunity to address any concerns about his/her performance.

17.04 The parties recognize that there may occasionally be circumstances in which the initial probationary period is not sufficient. In such circumstances, the Employer may extend the probationary period by a further period not to exceed three (3) months. Reasons for such extension must be provided to the Employee and the Union in writing no later than two (2) weeks prior to the end of the initial probationary period.

17.05 An Employee shall be provided with at least twenty-four (24) hours' notice of a dismissal meeting and shall be informed of his or her right to Union representation at the meeting.

17.06 Reasons for the dismissal of a Probationary Employee shall be in writing with a copy to the Union and such Employee shall be provided with at least one (1) week of notice or pay in lieu of notice.

Transfers and Promotions

17.07 An Employee who is promoted or transferred to a higher position shall serve a probationary period of six (6) months. Should an Employee request a return to his/her former position at any time during the probationary period, such request shall be granted. If an Employee does not successfully complete his/her probationary period on transfer or promotion, the Employer shall return the Employee to his/her previous position at the same rate of pay.

ARTICLE 18 – VACANCIES, JOB POSTINGS AND TRANSFERS

18.01 Every vacancy for positions expected to be more than three (3) months' duration and every newly created position shall be posted on the Union notice board and other appropriate locations for a period of no less than fifteen (15) calendar days. The job posting shall state the job classification, rate of pay, shift and required qualifications of the job. An

Employee who wishes to apply for a position so posted shall do so in writing on or before the closing date as advertised on the posting. Applicants can be from inside or outside the Bargaining Unit. The Employer shall endeavour to fill vacant positions through competitions internal to the Bargaining Unit. The Employer will not be required to fill a vacant position if sufficient work does not exist.

- 18.02 Seniority shall be the governing factor in determining promotions and filling of jobs after posting, providing that the most senior Employee possesses the necessary skill, ability, required qualifications, knowledge and experience to perform the normal requirements of the job.
- 18.03 No Employee shall be transferred to another position outside the Bargaining Unit without his/her consent. If an Employee is transferred to a position outside the Bargaining Unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority when working outside of the Bargaining Unit.
- 18.04 No Employee shall be transferred to another position within the Bargaining Unit without his/her consent.
- 18.05 A probationary Employee shall be entitled to compete in job competitions on the same basis as other Employees.

ARTICLE 19 – JOB DESCRIPTION

- 19.01 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/she is assigned.
- 19.02 Upon written request, an Employee shall be given a current, accurate and written Job Description of his/her position.

ARTICLE 20 – CLASSIFICATION

- 20.01 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 within sixty (60) days, 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 an Arbitration Board shall be retroactive to the date of appointment to the new classification.

ARTICLE 21 – RESTRICTION ON OUTSIDE EMPLOYMENT

21.01 An Employee may carry on any business or employment outside their regularly scheduled hours of work without interference from the Employer except where:

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

21.02 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 22 – EMPLOYEE FILES AND PERFORMANCE REVIEWS

Employee Files

22.01 Upon request of an Employee, the personnel file of that Employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer. Upon written authorization from an Employee, the Employee's Union Representative shall be entitled to view and obtain a photocopy of that Employee's personnel file.

22.02 Only one file per Employee for the purposes of performance evaluation and discipline shall exist.

22.03 The record of any disciplinary action taken against an Employee, including letters or notations of discipline, shall be removed from the Employee's file and destroyed after twenty-four (24) months following the disciplinary action, provided no additional disciplinary action of a similar nature was imposed within the twenty-four (24) month period.

Performance Reviews

22.04 When a formal review of an Employee's performance is made, the Employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The Employee shall also be given the opportunity to provide written comments to be appended to his/her performance appraisal and may use the grievance procedure in Article 24 to correct any factual inaccuracies in his/her performance appraisal. Such performance appraisals shall be performed at least one (1) month prior to the Employee's anniversary date of hire.

22.05 The formal review of an Employee's performance shall also incorporate an opportunity for the Employee to state his/her career development goals and that every effort be made to develop the career potentials of each individual through in-service training, retraining, or any other facets of career development which may be available.

ARTICLE 23 – DISCIPLINE AND DISCHARGE

23.01 No Employee shall be subject to discharge or discipline except for just cause.

- 23.02 (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 and the Employee shall have an opportunity to append his or her comments;
- (d) a copy of all such warnings shall be placed on the Employee's personnel file; and
- (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.

Progressive Discipline

- 23.03 The value of progressive discipline with the aim of being corrective in application is recognized by both parties.
- 23.04 When an Employee is required to attend a meeting where discharge or discipline is to be imposed, or from which discharge or discipline may result, the Employee is entitled to a minimum of twenty-four (24) hours prior notice of the meeting except for extraordinary circumstances. The Employee shall have the right to Union representation at the meeting and the notice of the meeting will advise the Employee of his/her right to have a Representative of the Union in attendance. The Employer shall advise the Employee in writing of the reasons for such discharge or discipline in sufficient detail that the Employee may defend himself/herself against it.

Time Limits

- 23.05 The Employer shall take disciplinary action against an Employee within fifteen (15) working days of the date of the incident or within fifteen (15) working days of the date on which the Employer became aware of the incident.
- 23.06 The Employer agrees not to introduce as evidence in the case of disciplinary action any document from the file of an Employee, the existence of which the Employee was not made aware by the provision of a copy thereof at the time its filing.
- 23.07 The record of an Employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, provided no additional suspension or disciplinary action of a similar nature was imposed within that time period. Letters of reprimand or any adverse reports shall be removed from an Employee's file after twenty-four (24) months, provided no additional suspension or disciplinary action of a similar nature was imposed within that time period.

ARTICLE 24 – GRIEVANCE AND ARBITRATION

- 24.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or of an arbitral award;

- (b) the interpretation, application, administration or alleged violation of a provision of an Act or Regulation, or a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;
- (c) disciplinary action resulting in demotion, suspension, or a financial penalty;
- (d) discharge; or
- (e) letters or notations of discipline placed on an Employee's personnel file.

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

Time Limits

24.03 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 Designated Paid Holidays which are specified in Article 33.

Mandatory Conditions

- 24.04 (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 or refusal to work under the *Safety Act*.
- (d) A suspension or dismissal grievance shall commence at Step 2.
- (e) A policy grievance shall commence at Step 2.
- (f) Health and Safety grievances shall commence at Step 2.

Representation

- 24.05 An Employee shall be entitled to be assisted and represented by the Union when presenting a grievance at all stages of the grievance procedure.
- 24.06 The Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the Employee.
- 24.07 The Union shall have the right to initiate and present a grievance at any level of the grievance procedure related to the application or interpretation of this Agreement.

Procedures

- 24.08 An Employee and his/her supervisor shall be encouraged to meet and resolve any complaint prior to the Employee filing a grievance. The Employee may be assisted by a Representative should he/she so request.
- 24.09 When the Union wishes to present a grievance at any prescribed level of the grievance procedure, it shall transmit this grievance in writing to the Employer who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (b) provide the Employee and the Union with a receipt stating the date on which the grievance was received by the Employer.

Steps in the Grievance Procedure

- 24.10 The Employer shall designate its representative at each level of the grievance procedure and shall inform all Employees of the person so designated.
- 24.11 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.
- 24.12 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.

24.13 All grievances shall be submitted in writing.

(a) **Step 1**

An Employee who has a grievance shall, within fifteen working (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 of their decision within fifteen working (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.

(b) **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.

24.14 If the decision of the SAO does not settle the grievance, the Union may decide to proceed to Arbitration.

24.15 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

24.16 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

24.17 The Union may, by written notice to the Employer, withdraw a grievance at any point in the process.

Arbitration

24.18 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 sixty calendar (60) days

of the receipt of the reply at the Second Level, of its desire to submit the difference or allegation to arbitration.

- 24.19 (a) The parties agree that arbitration referred to in Article 24.18 shall be by a single arbitrator mutually agreed upon by the parties.
- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 24.20 (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.
- 24.21 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.

General

- 24.22 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.

ARTICLE 25 – SENIORITY

25.01 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.

25.02 Seniority accumulates when an Employee is absent from work:

- (a) resulting from an occupational injury or illness covered by the Workers' Safety & Compensation Commission for a period of not more than twenty-four (24) months;
- (b) during any leave, provided that if the leave is for a period of time greater than thirty (30) working days, the seniority will cease to accrue after thirty (30) working days, except where as otherwise provided in this Agreement;
- (c) during leave for Union business, subject to Article 11.

25.03 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.

25.04 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.

25.05 Seniority shall be lost when an Employee:

- (a) voluntarily quits his/her employment with the Employer;
- (b) is discharged for just cause and not reinstated by an Arbitrator;
- (c) fails to report to work within fourteen (14) calendar days after receiving notice of recall;
- (d) has been laid-off for a period of twelve (12) months or longer;

- (e) if the Employee is absent from work without notifying the Employer for a period of four (4) days and is deemed to have abandoned his/her job.

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

ARTICLE 26 – LAYOFF AND RECALL/NON-DISCIPLINARY TERMINATION

26.01 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.

26.02 In the event of lay-off, Employees shall be laid off in reverse order of their seniority. Where the seniority of Employees subject to lay-off is equal, lay-off will be according to qualifications.

26.03 The Employer shall give Employees who are to be laid-off a minimum of twenty (20) working days' notice, in advance of the effective date of lay-off, or award pay in lieu of the notice.

26.04 Laid-off Employees shall be recalled in the order of their seniority, where jobs become available, provided they have the skill, ability and required qualifications to perform such jobs. Where laid-off Employees' seniority is equal, recall will proceed according to qualifications.

26.05 The Employer shall give notice of recall personally or by registered mail.

- (a) Where an Employee resides within Sanikiluaq, notice of recall is to be given personally, the Employer shall deliver in duplicate a letter stating that the Employee is recalled. In this instance, notice of recall is deemed to be given when served.
- (b) Where the Employee resides outside of Sanikiluaq, notice of recall will be given by registered mail, **and** notice is deemed to be given 10 days from the date of mailing.
- (c) if at any time during the term of this Collective Agreement the notice periods outlined in Article 26.05(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.

26.06 The Employee shall keep the Employer advised at all times of his/her current address. The Employee shall return to work within fourteen (14)

calendar days of receipt of notice of recall, unless, on reasonable grounds, he/she is unable to do so.

- 26.07 No new Employees shall be hired until those laid off have been given the opportunity of recall.
- 26.08 With reference to a re-hire of an Employee after the expiry of his/her recall rights, his/her employment in the position held by him/her at the time he/she was laid off and his/her employment in the position to which he/she is hired shall constitute continuous employment provided such re-hire is within a period of three (3) months.
- 26.09 Where an Employee ceases to be employed for reasons other than discharge with just cause and is re-employed within a period of three (3) months, those benefits which he/she has earned as a result of his/her past service with the Employer shall be reinstated.
- 26.10 (a) The right to recall in accordance with Article 26.04 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 26.10(a), 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) an additional week for each completed year of service to a maximum of twelve (12) weeks.
- (c) If at any time during the term of this Collective Agreement the notice periods outlined in Article 26.10(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.

Cooling Off Period – Three (3) Working Days

26.11 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.

26.12 This cooling off period will only be permitted once a year.

ARTICLE 27 – PART-TIME EMPLOYEES

27.01 A Part-Time Employee is an Employee who is scheduled to work on a continuing basis for less than the standard work day, week, or month.

27.02 Part-Time Employees are entitled to all of the provisions of the Collective Agreement except where otherwise stated. These provisions shall be pro-rated where applicable.

27.03 New Part-Time Employees shall serve a probationary period of nine (9) months in accordance with Article 17 – Probationary Period.

27.04 Part-Time Employees shall accrue seniority in accordance with hours worked.

ARTICLE 28 – APPRENTICES

28.01 The following are agreed upon terms and conditions of employment for Employees engaged as apprentices by the Employer:

- (a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all apprentices employed by the Employer. A copy of the current Act & Regulations shall be supplied to the apprentice upon appointment.
- (b) Pay increases shall not be automatic but will be based upon levels of certification issued under the Regulations and shall be effective from the date of certification.
- (c) Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

Four Year Apprenticeship

Year 1 55 %

Year 2 65 %

Year 3 75 %

Year 4 85 %

- 28.02 An Apprentice on an apprenticeship training course shall be entitled to their hourly rate of pay up to their regularly scheduled hours of work and all other benefits, terms and conditions of employment provided in this Agreement.
- 28.03 Upon successful completion of the Apprenticeship program, the Employer shall make every reasonable effort to provide the 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.
- 28.04 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 tradespersons in their trade area.

ARTICLE 29 – PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 29.01 The Employer shall provide, at no cost to Employees, all protective devices, clothing and other equipment necessary to properly protect Employees from injury and unhealthy work conditions. The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment and protective devices, at no cost to the Employees.
- 29.02 The Employer will replace, at no cost to the Employee, any safety equipment and clothing upon presentation of such worn or damaged items to the Employer.
- 29.03 Employees shall utilize their personal protective equipment when required by the Employer and/or the Workers Safety and Compensation Commission.

ARTICLE 30 – CLOTHING AND TOOLS

Work Clothing

30.01 The Employer shall provide the following work clothing to all Employees in the Airport and Maintenance departments, as well as Truck Drivers, Truck Assistants, the Recreation Co-ordinator and the Assistant Recreation Co-ordinator, at no cost to the Employees:

- (a) summer coveralls (fire-resistant);
- (b) winter coveralls (fire-resistant, suitable for Arctic operating conditions);
- (c) parkas (suitable for Arctic operating conditions); \$500 every three (3) years;
- (d) summer safety boots;
- (e) winter safety boots (suitable for Arctic operating conditions);
- (f) summer work gloves;
- (g) winter work gloves;
- (h) latex safety gloves;
- (i) hard hats;
- (j) safety glasses;
- (k) ear protectors.

30.02 The Employer shall provide the following work clothing to the Bylaw Officer and the Uncertified Bylaw Officer, at no cost to the Employees:

- (a) summer safety boots;
- (b) winter safety boots;
- (c) 3-in-1 parka;
- (d) latex gloves;
- (e) 2 shirts;
- (f) 2 pants;

- (g) ball cap;
- (h) equipment belt.

30.03 The quality and suitability of work clothing shall be a topic of discussion before the Occupational Health & Safety Committee.

30.04 The Employee shall be paid, on April 1st of each year, \$200.00 to cover the cost of laundering of work clothing.

Extreme Weather Conditions

30.05 Except in emergency circumstances, an Employee shall not be required to work outside in extreme weather conditions. This includes both summer and winter weather conditions, which includes but is not limited to the following:

- (a) wind chill index of minus 50 degrees or greater
- (b) constant wind speed exceeding 60 kilometres per hour
- (c) visibility of less than 200 metres.

30.06 The definition of extreme weather conditions shall be a topic of discussion before the Occupational Health & Safety Committee.

ARTICLE 31 – JOINT UNION MANAGEMENT COMMITTEE

31.01 The Employer and the Union acknowledge the mutual benefits of joint consultation and agree to maintain a Joint Union Management Committee which will have as its objective meaningful consultation on matters of mutual interest, except issues that are the subject of a grievance.

31.02 The Committee shall consist of two (2) Union and two (2) Employer representatives and will meet at least every three (3) months, unless the Employer and the Union agree otherwise.

31.03 Minutes of every meeting will be prepared and distributed by the Committee during working hours prior to the next meeting, at which the minutes will be presented for review and adoption, and after which will be mailed to the Union's office in Iqaluit and posted in the workplace for at least twelve (12) months.

31.04 Time spent in Committee meetings is deemed to be time worked.

31.05 The Joint Union Management Committee has no authority to amend this Agreement.

ARTICLE 32 – SAFETY & HEALTH

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

32.02 A copy of the *Safety Act* and Regulations, and any other applicable health and safety legislation and regulations, shall be readily accessible to each Employee in the workplace.

Occupational Health & Safety Committee

32.03 (a) The Occupational Health & Safety Committee is established in accordance with the provisions for occupational health and safety committees under the *Safety Act* and its pursuant applicable regulations.

(b) The purpose of this Committee, in addition to the duties set-out in the legislation, is to participate in developing and monitoring the Employer's health and safety program, and to take health and safety into consideration when formulating policies, practices and procedures. The Committee may make recommendations to the Employer on occupational health and safety practices.

(c) The Committee is a forum where management and Employee representatives can meet to exchange information, discuss policies, programs and conditions, and where Employee representatives can communicate to the Employer their views on health and safety matters.

(d) The members of the Occupational Health & Safety Committee together shall be required to attend available occupational health and safety courses at least once per year when held in Sanikiluaq. The Employer shall apply to the Workers' Safety and Compensation Commission to have appropriate health and safety courses offered in Sanikiluaq at no cost to the Employees.

Meetings & Quorum

(e) The Committee shall consist of two (2) representatives from the Employees and two (2) representatives from the Employer. The Committee shall select from its own membership two

Chairpersons, one from the representatives from the Employees and one from the representatives from the Employer, who shall rotate duties at every meeting. The Committee will meet at least quarterly, and when necessary as decided by the Committee, during normal working hours.

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

Minutes

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

Powers of Committee

- (i) The Committee may request from the Employer any information that the Committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities.
- (j) The Committee shall have full access to all government and Employer reports, studies and tests relating to the health and safety of Employees, or to the parts of those reports, studies and tests that relate to the health and safety of Employees, but shall not have access to the medical records of any person, except with the person's written consent.

Right to Refuse Dangerous Work

32.04 An Employee shall have the right to refuse to work in dangerous situations.

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

dangerous to his health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him otherwise, or until a safety officer appointed under the *Safety Act* or his designated representative has investigated the matter and advised him otherwise.

- (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in Article 34.04(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

32.05 The Employer will offer First Aid and CPR courses to all Employees in order to meet or exceed the minimum requirements under the *Safety Act* and regulations, including refresher courses required to maintain valid First Aid and CPR certificates at no cost to the Employees. Employees shall take First Aid and CPR training during working hours.

32.06 The Employer will ensure that First Aid facilities at the worksite will be organized and maintained with such equipment and supplies as prescribed by the *Safety Act* and regulations.

Transportation of Injured Workers

32.07 The Employer shall provide, at no expense to the Employee, appropriate transportation to the nearest medical facility, and from there to his/her home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an Employee as a result of injury or serious ailment occurring in the workplace.

Accident and/or Injury Reports

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

Workplace Hazardous Materials Information Systems

32.09 The Employer shall facilitate the identification and labelling of new or presently used chemicals, substances or equipment present in the workplace including existing or potential hazards, precautions and antidotes or procedures to be followed following exposure.

32.10 The Employer will offer Workplace Hazardous Material Information Systems (WHMIS) training at the Employer's expense to ensure that all Employees hold a valid certificate. The Employer shall provide WHMIS training during working hours.

Occupational Health Examination

32.11 Where, due to bona fide occupational requirements, 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.

32.12 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.

32.13 Any Employee hired to operate the garbage, sewer and water trucks shall receive Hepatitis A and B vaccinations as required at no cost to the Employee. The Employer shall provide relevant information to the Employees regarding such vaccinations and request the local health centre provide additional information to the Employees as part of the informed consent process.

ARTICLE 33 – DESIGNATED PAID HOLIDAYS

33.01 The following days are Designated Paid Holidays for Employees covered by this Agreement:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) Hamlet Day (the third Friday in April);
- (e) Victoria Day (the day fixed by the Governor General for observance of the birthday of the reigning sovereign);
- (f) Canada Day;
- (g) Nunavut Day (July 9th);
- (h) The first Monday in August;

- (i) Labour Day;
- (j) Thanksgiving Day;
- (k) Remembrance Day;
- (l) Christmas Day;
- (m) Boxing Day;
- (n) one or more additional days when ordered by the Governor General;
- (o) one or more additional days when proclaimed by the Mayor upon resolution by Council of the Municipality of Sanikiluaq or by the Commissioner of Nunavut;
- (p) The Employer will continue the past practice of providing one-half day of paid time off on December 24 and December 31.

33.02 To qualify for a Designated Paid Holiday, the Employee must:

- (a) have worked for the Employer no less than twenty (20) shifts in the twelve (12) month period preceding any Designated Paid Holiday;
- (b) have worked his or her 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 with pay.

33.03 Notwithstanding Article 33.02, while an Employee is:

- (a) on lay-off, or
- (b) in receipt of compensation from the Workers' Safety and Compensation Commission; or
- (c) an unpaid leave of absence during which the Employee is in receipt of a weekly indemnity as provided for the Long Term Disability Insurance Plan;
- (d) on other unpaid leaves of absence in excess of thirty (30) calendar days.

such Employee shall not be entitled to:

- (i) a day off with pay; or

(ii) payment in lieu thereof.

for the aforementioned Designated Paid Holidays.

Designated Paid Falling on a Day of Rest

33.04 When a Designated Paid Holiday under Article 33.01 coincides with an Employee's day of rest, the holiday shall be moved to the Employee's first working day following the day of rest.

33.05 When a Designated Paid Holiday for an Employee is moved to another day under the provisions of Article 33.04, work performed by an Employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.

Designated Paid Holiday Compensation

33.06 If the Designated Paid Holiday occurs on a day that is not the Employee's regularly scheduled day of work and the Employer is required to work, the Employee shall be paid two (2) times the basic pay for each hour worked.

33.07 If the Designated Paid Holiday occurs on an Employee's regularly scheduled day of work, and the Employee is required to work, the Employee shall receive:

- (a) two (2) times the basic rate of pay for all hours worked, and
- (b) for Full-Time Employees, a day off with pay at the Employee's basic rate of pay, to be taken within ninety (90) days at a time mutually agreed between the Employer and the Employee, or at the Employee's request, may be paid the basic rate of pay for one day;
- (c) for Part-Time Employees, a day off with pay to be taken within ninety (90) days at a time mutually agreed between the Employer and the Employee, paid at a rate equal to the Employee's 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 or at the Employee's request, may be paid the basic rate of pay for the hours worked.

33.08 Casual Employees shall be paid two (2) times their basic rate of pay for all hours worked on a Designated Paid Holiday.

Designated Paid Holiday Rules

- 33.09 An Employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the Designated Paid Holiday occurs, unless the Employee is paid time and one-half (1½ x) for all hours worked.
- 33.10 Where a Designated Paid Holiday for an Employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.

ARTICLE 34 – VACATION

- 34.01 Permanent Full-Time Employees shall accrue annual vacation with pay based on years of Continuous Service, as follows:
- (a) 1-1/4 vacation days per calendar month to a maximum of 15 working days per year from the date of hire to completion of two (2) years of continuous service;
 - (b) after the completion of more than two (2) years but less than five (5) years of continuous service – 1-1/2 days per calendar month to a maximum of 18 working days per year;
 - (c) after the completion of more than five (5) years but less than ten (10) years of continuous service – 1-2/3 days per calendar month to a maximum of 20 working days per year;
 - (d) after the completion of more than ten (10) years but less than fifteen (15) years of continuous service – 2 days per calendar month to a maximum of 24 working days per year;
 - (e) after the completion of more than fifteen (15) years but less than twenty (20) years of continuous service – 2-1/4 days per calendar month to a maximum of 27 working days per year;
 - (f) after the completion of more than twenty (20) years but less than twenty-five (25) years of continuous service – 2-1/2 days per calendar month to a maximum of 30 working days per year;
 - (g) after the completion of more than twenty-five (25) years of continuous service – 3 days per calendar month to a maximum of 36 working days per year.

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

34.02 Casual Employees shall earn annual vacation, to be paid to the Employee as it is earned, based on years of Continuous Service, as follows:

- (a) for the first three (3) years of continuous service – 4% of regular earnings;
- (b) after completing three (3) years of continuous service – 6% of regular earnings.

34.03 Vacation with pay shall not accrue during periods while an Employee is:

- (a) on lay-off;
- (b) on unpaid leave of absence while in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan;
- (c) in receipt of compensation from the Workers' Safety and Compensation Commission;
- (d) on leave of absence without pay in excess of thirty (30) days;
- (e) on Maternity or Parental Leave.

Granting of Vacation Leave

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

- (a) grant the Employee his/her vacation leave during the fiscal year in which it is earned at a time specified by him/her, to a maximum of three (3) weeks at any given time;
- (b) grant the Employee his or her full vacation leave entitlement when so requested by the Employee where operationally feasible;
- (c) not recall an Employee to duty after he/she has proceeded on vacation leave.

34.05 If there is a conflict between the vacation requests of two or more Employees, vacation leave shall be granted according to seniority.

34.06 The Employer shall reply to an Employee's request for vacation leave within seven (7) calendar days after the request has been received in writing by the Employer. Where the Employer has proposed to change,

reduce or deny the vacation leave requested by the Employee, the Employer shall provide the Employee with a valid reason, in writing, for such change, reduction or denial of vacation leave.

34.07 Where in respect of any period of vacation leave an Employee:

- (a) is granted bereavement leave with pay under Article 39; or
- (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 Employer or reinstated for use at a later date.

Recall from Vacation Leave

34.08 The Employer shall not recall to work an Employee who has already proceeded on vacation leave except in cases of emergency. When during any period of vacation leave an Employee is recalled to duty, he/she shall be reimbursed for reasonable expenses that he/she incurs:

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

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

Employees who are recalled from vacation shall be paid at double time (2 x) for all hours worked during the period that they would have been on vacation, or for a minimum of four (4) hours, whichever is greater.

34.09 Employees will be permitted to carry a maximum of ten (10) days of vacation into the year following the year in which it is earned. Any vacation days in excess of the ten (10) days earned but not taken as of March 31 of a given year will be paid out to the Employee. Any such days which are carried over from one year to the next must be utilized by March 31 of the following year, failing which such days will be paid out to the Employee.

Payout of Vacation Leave

34.10 Upon request of an Employee, once per year, his/her accrued vacation leave may be paid out in cash to a maximum of five (5) days.

Leave When Employment Terminates

34.11 Where an Employee dies or otherwise terminates his employment:

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

34.12 An Employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Article 34.11.

34.13 Every Employee who is proceeding on vacation leave of five days or more shall be entitled, in addition to his vacation leave, to two (2) days leave with pay per year for the purpose of travel between Sanikiluaq and his destination, including travel on the land or water.

34.14 All vacation requests shall be submitted to the SAO or designate for approval and the SAO or designate shall approve the requests in writing.

34.15 Approval of vacation requests shall be subject to operational requirements but shall not be unreasonably denied.

ARTICLE 35- GENERAL LEAVE

35.01 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 except in case of emergency or where there is a valid reason why such notice cannot be given 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 35.01(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;
- (f) when the Employer rejects an Employee's application for leave, the reasons for the rejection shall be provided to the Employee in writing.

35.02 The Employee must provide at least two (2) weeks' notice of his/her intent to return to work, if such date is earlier than the expected date of return in Article 35.01(a). Allowing an earlier return shall be at the discretion of the Employer but such request shall not be unreasonably denied.

35.03 An Employee shall maintain all entitlements accumulated at the time of leave but shall not accrue further entitlement during the period of the leave.

35.04 An Employee who wishes to become a candidate for public office for the period leading up to the election may request a leave of absence without pay, and such request shall not be unreasonably denied.

35.05 Seniority, sick days and vacation days shall not accrue during an approved leave of absence under this Article of more than 30 days.

ARTICLE 36 – SPECIAL LEAVE

36.01 Permanent Full-Time Employees who have completed one (1) year continuous employment may be granted Special Leave with Pay up to a maximum of five (5) consecutive working days per year when the Employee is to be married.

36.02 Permanent Full-Time Employees who have completed one (1) year continuous employment may be granted Special Leave with Pay up to a maximum of five (5) consecutive working days per year in the event of a serious household emergency, or when a spouse, dependent member of the family, or an immediate family member residing in the Employee's

household or with whom the Employee permanently resides becomes critically ill such that the Employee must provide care, provided a medical certificate attesting to such illness is delivered to the Employer.

- 36.03 Permanent Full-Time Employees who have completed one (1) year continuous employment may be granted Special Leave with Pay up to a maximum of five (5) consecutive working days per year, when the Employee is an active member of the Canadian Rangers, Sanikiluaq Search & Rescue Committee, Sanikiluaq Fire Department or the Coast Guard Auxiliary responding to an incident.
- 36.04 Subject to operational requirements, the Employer shall grant three (3) days' leave with pay per year on reasonable notice to an Employee in order to meet traditional hunting, fishing or harvesting opportunities.
- 36.05 Subject to operational requirements, Employees who wish to take part in traditional cultural activities may be granted leave on a without pay basis upon reasonable notice to the Employer.

Paid Leave for Office Closing

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

Leave with or without Pay for Other Reasons

- 36.07 Notwithstanding any provision for leave in this Agreement, the Employer may grant:
- (a) leave with or without pay for purposes other than those specified in this Agreement;
 - (b) leave with or without pay in emergency or unusual circumstances.

Requests for such leave shall not be unreasonably denied.

ARTICLE 37 – BEREAVEMENT LEAVE

- 37.01 An Employee shall be granted five (5) consecutive working days of bereavement leave to grieve, administer bereavement responsibilities, and attend the funeral or memorial service of an Employee's spouse (including common-law spouse), child (including spouse's child or foster child), sister, brother, parent, father-in-law, mother-in-law, daughter-in-law, son-in-law, aunt, uncle, grandparents and grandchildren.

37.02 If the funeral or memorial service takes place outside of Sanikiluaq, or when additional time is required, an Employee may request the use of available vacation time and such request shall not be unreasonably denied.

37.03 If the Employee has no leave credits available, the Employee may request additional bereavement leave without pay and such request shall not be unreasonably denied.

ARTICLE 38 – COMPASSIONATE CARE LEAVE

38.01 For the purposes of this Article, the definition of family member means the Employee's:

- (a) spouse, including common-law spouse;
- (b) child or a child of the Employee's spouse;
- (c) parent or spouse of the parent;
- (d) any other person in accordance with the *Employment Insurance Act*.

38.02 An Employee shall be granted up to twenty-seven (27) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- (a) the day the certificate is issued; or
- (b) if the leave was commenced before the certificate was issued, the day the leave was commenced.

38.03 A certificate from a medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

38.04 Compassionate care leave may be taken in separate periods but each period must be of not less than one week's duration to a maximum of eight (8) weeks.

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

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

Other Benefits during Leave

38.07 An Employee returning to work from compassionate care leave retains his/her service credits/accumulated prior to taking leave.

If an Employee elects to maintain coverage for group benefits, the Employee shall make arrangements to pay her share of the premiums and the Employer shall continue to pay its share of the premiums for the duration of the leave.

Supplemental Benefits

38.08 In respect of the period of compassionate care leave, an allowance payment made according to the Supplementary Employment Insurance Benefit plan will consist of the following:

- (a) where the Employee is subject to a waiting period of one (1) week before receiving Employment Insurance compassionate care leave benefits, an allowance of ninety-three percent (93%) of the employee's weekly rate of pay, less any other monies earned during this period.

ARTICLE 39 – COURT LEAVE

39.01 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.

39.02 The Employee must remit or assign to the Employer any remuneration received by him/her as a result of serving on a jury, in the jury selection or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty within 45 days of such service, failing which the Employer may deduct from the regular pay of the Employee any remuneration received by the Employee.

39.03 This Article does not apply to any Employee who is the subject of criminal or civil proceedings against that Employee.

ARTICLE 40 – EDUCATION LEAVE AND PROFESSIONAL DEVELOPMENT

Education Leave

40.01 The Employer recognizes the benefits of education leave. Upon written application by the Employee and with the approval of the Employer, an Employee may be granted education leave without pay for varying periods of up to one (1) year, which may be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the Employee's present role more adequately, or to take studies in some field in order to provide a service which the Employer requires or is planning to provide, or to take studies in some field for any other beneficial purpose.

Professional Development

40.02 Professional development refers to a short term activity, generally not to exceed six (6) weeks, which in the opinion of the Employer is likely to be of assistance to an Employee in furthering his/her professional or career development, and to the Employer in achieving its goals. Professional development may be required by the Employer or may be requested by the Employee.

40.03 When the Employer on written application by the Employee approves the professional development with pay or the Employer requires the Employee to take professional development:

- (a) the Employer shall pay the cost of approved professional development courses and activities;
- (b) Employees required to attend courses on their first or second day of rest will be compensated by receiving an equal amount of time off;
- (c) the Employee on professional development leave shall be entitled to the provisions of Article 48 – Duty Travel.

ARTICLE 41 – MATERNITY LEAVE

41.01 An Employee who is pregnant shall be granted seventeen (17) consecutive weeks' maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the Employee gives the Employer written notice at least four (4) weeks before the day on which the Employee expects to commence her leave. All other issues of notice

or extension of the period of maternity leave shall be according to the *Labour Standards Act*.

41.02 The Employer may:

- (a) upon written request from the Employee, defer the commencement of maternity leave without pay of an Employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
- (b) grant maternity leave without pay to an Employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
- (c) where maternity leave without pay is requested, require an Employee to submit a medical certificate certifying pregnancy.

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

Maternity-Related Reassignment or Leave

41.04 Where a pregnant or nursing Employee produces a statement from her physician that her working conditions may be detrimental to her health, that of her fetus or her nursing child, the Employer shall accommodate the Employee to the point of undue hardship pursuant to the *Nunavut Human Rights Act*.

Other Benefits during Leave

41.05 An Employee returning to work from maternity leave retains her service credits accumulated prior to taking leave.

41.06 If an Employee elects to maintain coverage for group benefits, the Employee shall make arrangements to pay her share of the premiums and the Employer shall continue to pay its share of the premiums for the duration of the leave.

41.07 Illness arising due to pregnancy during employment and prior to this leave may be charged to normal sick leave credits.

Supplemental Benefits

41.08 In respect of the period of maternity leave, an allowance payment made according to the Supplementary Employment Insurance Benefit plan will consist of the following:

- (a) where the Employee is subject to a waiting period of one (1) week before receiving Employment Insurance maternity leave benefits, an allowance of ninety-three percent (93%) of the employee's weekly rate of pay, less any other monies earned during this period.

ARTICLE 42 – PARENTAL LEAVE

- 42.01 Where an Employee has or will have the actual care or custody of his/her newborn child, or an Employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to sixty-one (61) consecutive weeks. This leave without pay shall be taken within the seventy-eight (78) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the Employee's care and custody.
- 42.02 An Employee who intends to request parental leave without pay shall provide the Employer with four (4) weeks' written notice, except where in the case of adoption the child arrives at the Employee's home sooner than expected. In the case of an adoption, the Employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- 42.03 Leave granted under this Article shall be counted for the calculation of continuous employment.
- 42.04 Parental leave without pay utilized by an Employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of seventy-eight (78) weeks.

Supplementary Benefits

- 42.05 In respect of the period of parental leave, an allowance payment made according to the Supplementary Employment Insurance Benefit plan will consist of the following:
 - (a) where the Employee is subject to a waiting period of one (1) week before receiving Employment Insurance parental leave benefits, an allowance of ninety-three percent (93%) of the employee's weekly rate of pay, less any other monies earned during this period.
- 42.06 Parental leave without pay taken by an Employee in conjunction with maternity leave shall be taken immediately after the termination of

maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of seventy-eight (78) weeks.

42.07 When parental leave is taken by an Employee couple, both of whom are employed by the Employer, parental leave without pay taken by an Employee couple shall not exceed a total of thirty-seven (37) weeks for both Employees combined.

Other Benefits during Leave

42.08 An Employee returning to work from parental leave retains his/her service credits accumulated prior to taking leave.

42.09 If an Employee elects to maintain coverage for group benefits, the Employee shall make arrangements to pay her share of the premiums and the Employer shall continue to pay its share of the premiums for the duration of the leave.

ARTICLE 43 – SICK LEAVE

43.01 Sick leave is provided by the Employer 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*.

43.02 The accrual and use of sick leave credits shall be administered in accordance with the following:

- (a) Full-time Employees (permanent and temporary) shall accumulate sick leave at the rate of one and one-quarter (1¼) days per month of full-time employment where the Employees have worked at least ten (10) days in the given month, to a maximum credit of one hundred and twenty (120) days;
- (b) Permanent Part-time Employees shall accumulate sick leave based on a pro rata basis of hours worked;
- (c) Sick leave credits shall not accrue during a period of absence in excess of one (1) month in the case of:
 - (i) illness;
 - (ii) injury;
 - (iii) lay-off;
 - (iv) leaves of absence without pay in excess of thirty (30) days; or

- (v) periods while in receipt of compensation from the Workers' Safety and Compensation Commission.
- (d) 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;
- (e) If an Employee requires time off for the purpose of attending dental, physiotherapy, optical or medical appointments, provided the Employee has given two (2) weeks' notice to the Employer, unless there is a valid reason why such notice cannot be given, such absence shall be charged against the Employee's accumulated sick leave credits. Employees may be required to submit satisfactory proof of such appointments;
- (f) For the purpose of computing sick leave credit accumulation, days on which the Employee is on vacation shall be counted as working days.

43.03 Subject to (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day shall be charged against an Employee's accumulated sick leave credits.

- (a) There shall be no charge against an Employee's sick leave credits when his or her absence on account of illness is less than one-half (1/2) day and the Employee has been on duty for at least two (2) hours;
- (b) Where the period of absence on account of illness is at least one-half (1/2) day but less than one (1) full day, one-half (1/2) day only shall be charged as sick leave.

43.04 Subject to Articles 43.01 and 43.02, 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.

43.05 An Employee is required to produce a medical certificate from a qualified medical practitioner, certifying that the Employee is unable to carry out his or her duties due to illness:

- (a) For sick leave of more than four (4) consecutive days;

- (b) For any additional sick leave in a fiscal year when in the same fiscal year the Employee has been granted sick leave on seven (7) occasions wholly based on statements signed by the Employee. The Employer agrees to give the Employee advance notice that a medical certificate will be needed and shall reimburse the Employee for the cost of any such medical certificate.

43.06 If an Employee has proceeded on vacation and becomes sick, on production of a medical certificate the Employee shall be granted sick leave and the vacation so displaced shall be reinstated for use in accordance with Article 34.07(b). In the event that illness or injury prevents the Employee from resuming his duties at the conclusion of the vacation period, and the Employee has substantiated his claim for sick leave, income continuance thereafter will be in accordance with Article 43.04.

43.07 Upon termination or resignation, all sick leave credits will be cancelled and no payment for such credits made to the Employee by the Employer.

ARTICLE 44 – WORKERS’ COMPENSATION

Injury-on-duty Leave with Pay

44.01 An Employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by the Workers' Safety and Compensation Commission that he/she is unable to perform his/her duties because of illness or injury. If The Employee agrees to pay the Employer any amount received by him/her from the Commission for loss of wages in settlement of any claim he/she may have in respect of such injury, sickness or over-exposure.

44.02 An Employee receiving compensation benefits pursuant to Article 44.01 shall be deemed to be on Workers' Compensation leave without pay and shall:

- (a) remain in the continuous service of the Employer;
- (b) not be entitled to Designated Paid Holidays with pay falling within the period of Workers' Compensation leave.

44.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of this Collective Agreement.

44.04 The Employee is required to provide the Employer with documentation from his/her physician when such documentation is not otherwise available from the Workers' Safety and Compensation Commission.

ARTICLE 45 – CONTRACTING OUT

45.01 There shall be no contracting out of any Bargaining Unit work, and there shall be no contracting out of any work that results in the layoff, continuance of a layoff or a reduction in hours of any Employee.

45.02 No Employee shall be required to perform non-bargaining unit work.

ARTICLE 46 – CIVIL LIABILITY

46.01 If an action or proceeding is brought against any Employee or former Employee covered by this Agreement for an alleged tort committed by him/her in the performance of his/her duties, then:

- (a) the Employee upon being served with any legal process, or upon receipt of any action or proceeding, being commenced against him/her shall advise the Employer of any such notification or legal process;
- (b) the Employer shall pay any damages or costs awarded against any such Employee in any such action or proceedings and all legal fees and the Employer shall pay any sum required to be paid by such Employee in connection with the settlement of any claim made against such Employee if such settlement is approved by the Employer before the same is finalized; provided the conduct of the Employee which gave rise to the action did not constitute a gross disregard or neglect of his/her duty as an Employee; and
- (c) upon the Employee notifying the Employer in accordance with paragraph ((a) above, the Employer shall appoint counsel. The Employer accepts full responsibility for the conduct of the action and the Employee agrees to co-operate fully with appointed counsel.

46.02 If upon adjudication of a matter arising out of this Article there is a finding that the Employee was not acting in the performance of his duties at the time of the alleged tort then he shall be indebted to the Employer for an amount equal to the expenses incurred on his behalf pursuant to this Article. Prior to said recovery the Employer and Employee shall discuss an acceptable recovery schedule.

ARTICLE 47 – TECHNOLOGICAL CHANGE

47.01 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 of one or more Employees, or in this Agreement.

47.02 Where the Employer has notified the Union that it intends to introduce technological change, the parties shall meet within thirty (30) days for consultations with a view to resolving problems arising from the intended technological change, to reach agreement on administrative procedures, and to explore alternatives to any potential layoffs. The parties shall continue to meet as required with a view to limiting adverse effects on Employees.

47.03 In cases where Employees may require retraining, the Employer will make every reasonable effort to provide such training. Such training shall be at no cost to the Employees. Time spent in such training shall be considered time worked.

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

47.05 In the event that layoffs due to technological change cannot be avoided, the Employer agrees to give four (4) weeks' notice of layoff or pay in lieu of notice over and above the provisions of Article 26 – Layoffs. The Union shall be notified forty-eight (48) hours before any layoff notices are issued.

ARTICLE 48 – DUTY TRAVEL

48.01 An Employee who is authorized to travel on the Employer's business will be reimbursed for reasonable expenses incurred.

48.02 Employees will be paid their regular hourly rate while attending Hamlet-related meetings.

Entitlement

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

Transportation

48.04 The cost of transportation is authorized as follows:

- (a) economy air travel (Employees may be entitled to travel business class if proof is provided that economy air travel was not available on a required flight);
- (b) privately-owned vehicle: where the use of a privately-owned vehicle is authorized an allowance of 58 cents per kilometer;
- (c) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
- (d) rented or hired cars – where this is the most reasonable or economical means of travel. Employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability.

Accommodation

48.05 Commercial Accommodation: Employees will be reimbursed for actual costs of authorized accommodation. Where possible Employees shall use hotels which provide government or corporate discounted rates. When making a reservation the Employee must request the discounted rate, and where the stay is expected to exceed one week the Employee must request any weekly or monthly rates offered if cost-effective. Receipts must be accompany commercial accommodation expenses.

48.06 Non-commercial Accommodation: where Employees make private arrangements for overnight accommodation they may claim \$75.00 for each night.

Meals and Incidental Expenses

48.07 Employees will receive a per diem for meals and incidentals as set in the Government of Nunavut Financial Administration Manual.

Other Expenses

48.08 Employees may be reimbursed for:

- (a) telephone and Internet expenses for business purposes;

- (b) baggage – for storage and excess baggage charges where this is in the performance of duty;
- (c) taxis – the use of taxis must be explained except where the purpose is self-evident. Reimbursement will only be allowed for travel between the airport and Hamlet-related meeting locations. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available.

Childcare Expenses

- 48.09 (a) Employees may be reimbursed as set out in the Government of Nunavut Financial Administration Manual for child care expenses upon provision of receipts, if the Employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred;
- (b) Any other expense that may be authorized by the Employer.

Limitations

- 48.10 No item of "Other Expenses" or transportation in excess of \$8.00, will be reimbursed unless it is supported by a receipt.

Procedures

- 48.11 (a) The Employer shall authorize duty travel before the start of a trip;
- (b) When requested by the Employee, an advance sufficient to cover reasonable expenses shall be provided to the Employee at least twenty-four (24) hours prior to the commencement of a trip;
- (c) Upon completion of a trip the Employee shall, within five (5) working days, submit to the Employer in writing, a list of expenses and attach corresponding receipts, if applicable, along with a personal cheque or money order to cover any amount by which the travel advance exceeded the total of the claim;
- (d) Any amount by which the claim exceeds the advance shall be reimbursed to the Employee within five (5) working days.

ARTICLE 49 – RELOCATION EXPENSES

Relocation Expenses on Initial Hire

- 49.01 Employees hired from outside of Sanikiluaq shall be reimbursed for relocation expenses of the Employee, his/her spouse and dependent children by the most practical and economic means from their point of hire to Sanikiluaq, including transportation and accommodation costs and per diems.
- 49.02 The Employer may provide the relocating Employee with an accountable advance for their relocation expenses.
- 49.03 Relocation expenses include the cost of shipment of household goods and personal belongings, including insurance costs, but not including snowmobiles, ATVs, boats, or other vehicles, to a maximum weight of:
- (a) 1,000 lbs for the Employee;
 - (b) 1,000 lbs for the Employee's spouse, and
 - (c) 500 lbs for each dependent child;
- to a maximum of 4,000 lbs.

Relocation Expenses on Ultimate Removal

- 49.04 Employees who were entitled for relocation expenses by the Employer on their initial hire, and have worked for more than one year, shall be reimbursed for relocation expenses for the ultimate removal of the Employee, his/her spouse and dependent children by the most practical and economic means from Sanikiluaq to their point of hire. The relocation expenses on ultimate removal have the same limitations as provided under Article ~~51.03~~ **49.03** but shall be further subject to the following:
- (c) between one and two years: 50% of original relocation terms;
 - (d) between two and three years: 75% of original relocation terms;
 - (e) over three years: 100% of original relocation terms.
- 49.05 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 50 – PAY

- 50.01 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 Schedule A.
- 50.02 Employees shall be paid on a biweekly basis by Thursday of every second week. For the purposes of this Article a pay period shall consist of the two-week period beginning at 12:01 a.m. Monday and ending at midnight on the second following Sunday.
- 50.03 Employees who have earned overtime compensation or any other extra allowance in addition to their regular pay, should receive such remuneration in the pay period in which it was earned, but in any event shall receive such remuneration no later than the following pay period, unless the Employee has requested leave in lieu of pay in accordance with Article 14.04(c)-above.
- 50.04 Where paycheques, pay stubs, T4 information slips, and any other Employee-specific pay and benefit items are distributed to Employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the Employee's name, the pay period being paid, the particulars of wages, overtime, allowances and benefits paid, the deductions taken from the pay, and the Employee's net pay.
- 50.05 Upon receipt of a written request from the Employee, the Employer shall deposit an Employee's pay directly at a bank of the Employee's choice and provide the Employee with a statement of his/her earnings on the pay day.
- 50.06 There shall be no advances of pay except for extreme circumstances as determined by the Senior Administrative Officer and such advance shall be limited to the equivalent of hours worked as of the date of the request of the advance.

Acting Pay

- 50.07 When an Employee is required by the Employer to perform the duties of a higher classification on an acting basis, he/she shall be paid acting pay as if he/she had been appointed to that higher classification for the period in which he/she acts.

50.08 When an Employee is required by the Employer to perform the duties of a lower classification on an acting basis, he/she shall be paid at the rate of his or her substantive position.

Salary Increases

50.09 Permanent, Full-Time Employees shall advance on the wage grid on the anniversary of their date of hire. Part-time, Casual and Temporary Employees must serve the equivalent of a full-time year of service (Outside Workers – 2080 hours; Office Staff -- 1950 hours) before advancing to the next step of the wage grid.

50.10 The Employer agrees to pay the negotiated salary and other compensation increases to every Employee not later than thirty (30) calendar days following the date that this Agreement is ratified and on the first pay day after any subsequent salary and other compensation increases become effective.

50.11 The Employer agrees to pay all retroactive remuneration for salary and other compensation increases not later than the month following the month in which the Agreement is ratified.

50.12 Retroactive pay shall be issued on a separate cheque.

Pay Recovery

- 50.13 (a) Where an Employee, through no fault of his/her own, has been overpaid, the Employer will, before recovery action is implemented, advise the Employee in writing, of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and Employee shall discuss and devise an acceptable recovery schedule. No recoveries shall be made until the Employee signs an authorization form for the deductions agreed upon. Once a recovery schedule has been agreed upon, the Employee shall not delay or refuse to sign the authorization form;
- (b) If more than one (1) year has passed since the undetected overpayment was made, there shall be no recovery of the overpayment;
- (c) The Employer agrees that no more than twenty (20%) of the gross pay of an Employee, not including regular deductions, shall be recovered from the Employee in any pay period for any monies owed by the Employee.

ARTICLE 51 – NORTHERN ALLOWANCE

51.01 All Employees except Casual Employees shall be paid a Northern Allowance. This allowance shall be based on an annual amount, and shall be divided by 2080 hours for Employees whose normal hours of work are eight (8) per day; and by 1950 for Employees whose normal hours of work are seven and one-half per day. The Northern Allowance shall be paid on all regular hours worked.

51.02 Effective April 1, 2018, the Northern Allowance shall be \$21,000.

51.03 Effective April 1, 2019, the Northern Allowance shall be \$21,250.

51.04 Effective April 1, 2020, the Northern Allowance shall be \$21,500.

51.05 Nineteen Thousand Nine Hundred and Eleven Dollars (\$19,911) of an Employee's Northern Allowance shall be designated as a travel allowance pursuant the *Income Tax Act*.

ARTICLE 52 – TERM SERVICE RECOGNITION

52.01 The Employer shall provide Long Term Service Certificates and award them to Permanent Full-Time Employees as follows:

5 years' service	Certificate acknowledging years of service, plus \$500.00
10 years' service	Certificate acknowledging years of service, plus \$1,000.00
15 years' service	Certificate acknowledging years of service, plus \$1,500.00
20 years' service	Certificate acknowledging years of service, plus \$2,000.00
25 years' service	Certificate acknowledging years of service, plus \$2,500.00
30 years' service	Certificate acknowledging years of service, plus return airfare to Montreal or Winnipeg for the Employee, plus \$2,500.00
35 years' service	Certificate acknowledging years of service, plus two (2) return tickets to Montreal or Winnipeg, plus \$2,500.00

ARTICLE 53 – SEVERANCE PAY

53.01 An Employee who has ten (10) or more years of service, and

(a) who is retiring, as defined by the Northern Employees Benefits Service, or

- (b) whose employment is terminated because the Employee is incapable of performing his or her duties because of chronically poor health or injury;

is entitled to be paid severance pay.

53.02 The formula for determining severance pay is the number of years of continuous service X the weekly rate of pay effective on the date of retirement or termination for health reasons to a maximum of twenty (20) weeks.

ARTICLE 54 – BENEFITS

54.01 Health benefits are administered by Northern Employees' Benefits Services (NEBS). Participation is governed by the terms and conditions set by 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, subject to the terms and conditions set by NEBS.

54.02 Full-Time Permanent Employees who have completed six (6) months of continuous employment will be required to participate in the NEBS Plan.

54.03 The Employer shall advise the plan administrators of any adjustments to earnings subject to these plans, terminations of Employees covered by these plans, new eligible Employees under these plans, and other required data as determined by these plans without delay.

54.04 The Employer shall remit all required premiums for the plans under this Article within a reasonable period, and shall forward all claims under these plans in a timely manner.

54.05 The Employer shall distribute to all Employees eligible for coverage under the plans in this Article all literature, statements and materials produced

by NEBS and the insurers, which are intended for distribution to the Employees. New eligible Employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.

54.06 All issues concerning the insurance plans, including issues of premiums (approximately a 50 / 50 split depending on tax effectiveness), and eligibility for benefits shall be determined by the benefit plans providers.

ARTICLE 55 – PENSION

55.01 All Permanent Employees who have successfully completed the probationary period shall participate in the Northern Employers Benefit Services Pension Plan, subject to eligibility.

55.02 The Hamlet and the Employees shall participate in the NEBS pension plan as per the terms and conditions of the Plan. The Employer matches the Employee's contribution.

ARTICLE 56 – HOLIDAY SEASON BONUS

56.01 The Employer shall continue its past practice of providing employees with a Holiday Season Bonus based on attendance between April 1 and December 1 of each year, to a maximum of \$500.

ARTICLE 57 – ELECTRICAL PLUG-IN ALLOWANCE

57.01 Employees who own their own homes and are required to bring an Employer vehicle home between November 1 and April 30 shall be paid a non-taxable allowance of \$2.50 per night to cover the cost of electricity for the vehicle plug-in.

ARTICLE 58 – FUEL SUBSIDY

58.01 Employees who own their home shall be entitled to a fuel subsidy of \$300.00 per year.

ARTICLE 59 – SOCIAL JUSTICE FUND

59.01 Effective January 1, 2016, the Employer and each Employee shall contribute one (1) cent per hour worked to the PSAC Social Justice Fund, and such contribution shall be made for all regular hours worked by each Employee in the Bargaining Unit.

59.02 Contributions to the Fund shall be made quarterly, in the middle of the month immediately following the completion of each fiscal quarter, and

such contributions remitted to the PSAC National Office. Contributions to the Fund shall be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

ARTICLE 60 – RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

Agreement Re-opener

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

Mutual Discussions

60.02 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 61 – DURATION AND RENEWAL

61.01 The term of this Agreement shall be from April 1, 2018 to March 31, 2021.

61.02 Notwithstanding Article 61.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 24 – Grievance and Arbitration 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.


61.03 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(1) of the *Canada Labour Code*.

61.04 Where notice to bargain collectively has been given under Article 61.02, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the Employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada*

Labour Code have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

SIGNED THIS 14 DAY OF JUNE, 2019 at Sanikiluaq, Nunavut.

ON BEHALF OF THE EMPLOYER:



Alison Duononnet.



Steven Connors, Negotiator

ON BEHALF OF THE PUBLIC
SERVICE ALLIANCE OF
CANADA



PSAC Regional Vice-President



Gail Lem, Negotiator

APPENDIX A

Effective April 1, 2018 – 2% increase							
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Airport Maintainer	\$30.87	\$31.32	\$31.81	\$32.27	\$32.74	\$33.23	\$33.74
Arena / Hall Supervisor	\$17.53	\$17.80	\$18.06	\$18.33	\$18.62	\$18.88	\$19.17
Assistant Foreman	\$30.63	\$31.10	\$31.56	\$32.04	\$32.51	\$33.01	\$33.51
Assistant Rec Coordinator	\$19.13	\$19.42	\$19.69	\$20.00	\$20.20	\$20.60	\$20.91
Building Maintainer	\$29.12	\$29.55	\$30.00	\$30.45	\$30.91	\$31.38	\$31.85
Bus Driver	\$24.41	\$24.77	\$25.13	\$25.53	\$25.89	\$26.29	\$26.69
Bylaw Officer	\$22.83	\$23.16	\$23.51	\$23.87	\$24.21	\$24.58	\$24.96
Bylaw Officer (Uncertified)	\$19.13	\$19.42	\$19.69	\$20.00	\$20.30	\$20.60	\$20.91
CEDO	\$37.28	\$37.83	\$38.40	\$38.97	\$39.56	\$40.15	\$40.75
Community Lands Officer	\$25.22	\$25.61	\$26.00	\$26.40	\$26.79	\$27.18	\$27.60
Community Lands Officer (Uncertified)	\$19.13	\$19.42	\$19.69	\$20.00	\$20.30	\$20.60	\$20.91
Community Wellness Coordinator	\$23.99	\$24.34	\$24.70	\$25.06	\$25.46	\$25.84	\$26.22

Effective April 1, 2018 – 2% increase (continued)							
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Dance Instructor	\$17.53	\$17.80	\$18.06	\$18.33	\$18.62	\$18.88	\$19.17
Finance Clerk	\$21.30	\$21.62	\$21.95	\$22.28	\$22.60	\$22.94	\$23.30
Finance Officer	\$30.28	\$30.74	\$31.20	\$31.65	\$32.14	\$32.62	\$33.12
Truck Assistant	\$18.57	\$18.86	\$19.15	\$19.42	\$19.72	\$20.02	\$20.32
Truck Driver	\$24.12	\$24.50	\$24.87	\$25.22	\$25.62	\$26.00	\$26.40
Janitor	\$17.53	\$17.80	\$18.06	\$18.33	\$18.62	\$18.88	\$19.17
Justice Worker	\$33.76	\$34.27	\$34.79	\$35.31	\$35.83	\$36.38	\$36.92
Labourer	\$17.53	\$17.80	\$18.06	\$18.33	\$18.62	\$18.88	\$19.17
Mechanic	\$33.47	\$33.98	\$34.49	\$35.02	\$35.54	\$36.07	\$36.64
Mechanic Assistant	\$19.38	\$19.68	\$19.97	\$20.26	\$20.56	\$20.86	\$21.19
MMOS/Receptionist	\$24.69	\$25.06	\$25.45	\$25.83	\$26.21	\$26.61	\$27.01
Radio DJ	\$17.53	\$17.80	\$18.06	\$18.33	\$18.62	\$18.88	\$19.17
Recreation Coordinator	\$23.31	\$23.64	\$23.99	\$24.37	\$24.72	\$25.09	\$25.48
Road Maintainer	\$30.28	\$30.74	\$31.20	\$31.65	\$32.14	\$32.62	\$33.12

Effective April 1, 2019 – 2.5% increase							
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Airport Maintainer	\$31.64	\$32.10	\$32.61	\$33.08	\$33.56	\$34.06	\$34.58
Arena / Hall Supervisor	\$17.97	\$18.25	\$18.51	\$18.79	\$19.09	\$19.35	\$19.65
Assistant Foreman	\$31.40	\$31.88	\$32.35	\$32.84	\$33.32	\$33.84	\$34.35
Assistant Rec Coordinator	\$19.61	\$19.91	\$20.18	\$20.50	\$20.71	\$21.12	\$21.43
Building Maintainer	\$29.85	\$30.29	\$30.75	\$31.21	\$31.68	\$32.16	\$32.65
Bus Driver	\$25.02	\$25.39	\$25.76	\$26.17	\$26.54	\$26.95	\$27.36
Bylaw Officer	\$23.40	\$23.74	\$24.10	\$24.47	\$24.82	\$25.19	\$25.58
Bylaw Officer (Uncertified)	\$19.61	\$19.91	\$20.18	\$20.50	\$20.71	\$21.12	\$21.43
CEDO	\$38.21	\$38.78	\$39.36	\$39.94	\$40.55	\$41.15	\$41.77
Community Lands Officer	\$25.85	\$26.25	\$26.65	\$27.06	\$27.46	\$27.86	\$28.29
Community Lands Officer (Uncertified)	\$19.61	\$19.91	\$20.18	\$20.50	\$20.71	\$21.12	\$21.43
Community Wellness Coordinator	\$24.59	\$24.95	\$25.32	\$25.69	\$26.10	\$26.49	\$26.88

Effective April 1, 2019 – 2.5% increase (continued)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Dance Instructor	\$17.97	\$18.25	\$18.51	\$18.79	\$19.09	\$19.35	\$19.65
Finance Clerk	\$21.83	\$22.16	\$22.50	\$22.84	\$23.17	\$23.51	\$23.88
Finance Officer	\$31.04	\$31.51	\$31.98	\$32.44	\$32.94	\$33.44	\$33.95
Truck Assistant	\$19.03	\$19.33	\$19.63	\$19.91	\$20.21	\$20.52	\$20.83
Truck Driver	\$24.72	\$25.11	\$25.49	\$25.85	\$26.26	\$26.65	\$27.06
Janitor	\$17.97	\$18.25	\$18.51	\$18.79	\$19.09	\$19.28	\$19.65
Justice Worker	\$34.60	\$35.13	\$35.66	\$36.19	\$36.73	\$37.29	\$37.84
Labourer	\$17.97	\$18.25	\$18.51	\$18.79	\$19.09	\$19.25	\$19.65
Mechanic	\$34.31	\$34.83	\$35.35	\$35.90	\$36.43	\$36.97	\$37.56
Mechanic Assistant	\$19.86	\$20.17	\$20.47	\$20.77	\$21.07	\$21.38	\$21.72
MMOS/Receptionist	\$25.31	\$25.69	\$26.09	\$26.48	\$26.87	\$27.28	\$27.69
Radio DJ	\$17.97	\$18.25	\$18.51	\$18.79	\$19.09	\$19.25	\$19.65
Recreation Coordinator	\$23.89	\$24.23	\$24.59	\$24.98	\$25.34	\$25.72	\$26.12
Road Maintainer	\$31.04	\$31.51	\$31.98	\$32.44	\$32.94	\$33.44	\$33.95

Effective April 1, 2020 – 3% increase							
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Airport Maintainer	\$32.59	\$33.06	\$33.5	\$34.07	\$34.57	\$35.08	\$35.62
Arena / Hall Supervisor	\$18.51	\$18.80	\$19.0	\$19.35	\$19.66	\$19.93	\$20.24
Assistant Foreman	\$32.34	\$32.84	\$33.32	\$33.83	\$34.32	\$34.86	\$35.38
Assistant Rec Coordinator	\$20.20	\$20.51	\$20.79	\$21.12	\$21.33	\$21.75	\$22.07
Building Maintainer	\$30.75	\$31.20	\$31.67	\$32.15	\$32.63	\$33.12	\$33.63
Bus Driver	\$25.77	\$26.15	\$26.53	\$26.96	\$27.34	\$27.76	\$28.18
Bylaw Officer	\$24.09	\$24.45	\$24.82	\$25.20	\$25.56	\$25.95	\$26.35
Bylaw Officer (Uncertified)	\$20.20	\$20.51	\$20.79	\$21.12	\$21.33	\$21.75	\$22.07
CEDO	\$39.36	\$39.94	\$40.54	\$41.14	\$41.77	\$42.38	\$43.02
Community Lands Officer	\$26.63	\$27.04	\$27.45	\$27.87	\$28.28	\$28.70	\$29.14
Community Lands Officer (Uncertified)	\$20.20	\$20.51	\$20.79	\$21.12	\$21.3	\$21.75	\$22.07
Community Wellness Coordinator	\$25.33	\$25.70	\$26.08	\$26.46	\$26.88	\$27.28	\$27.69

Effective April 1, 2020 – 3% increase (continued)							
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Dance Instructor	\$18.51	\$18.71	\$18.97	\$19.26	\$19.57	\$19.76	\$20.24
Finance Clerk	\$22.48	\$22.82	\$23.18	\$23.53	\$23.87	\$24.22	\$24.60
Finance Officer	\$31.97	\$32.46	\$32.94	\$33.41	\$33.93	\$34.44	\$34.97
Truck Assistant	\$19.60	\$19.91	\$20.22	\$20.51	\$20.82	\$21.14	\$21.45
Truck Driver	\$25.49	\$25.86	\$26.25	\$26.63	\$27.05	\$27.45	\$27.87
Janitor	\$18.51	\$18.71	\$18.97	\$19.26	\$19.57	\$19.76	\$20.24
Justice Worker	\$35.64	\$36.18	\$36.73	\$37.28	\$37.83	\$38.41	\$40.01
Labourer	\$18.51	\$18.71	\$18.97	\$19.26	\$19.57	\$19.76	\$20.24
Mechanic	\$35.33	\$35.87	\$36.41	\$36.98	\$37.52	\$38.08	\$38.69
Mechanic Assistant	\$20.47	\$20.78	\$21.08	\$21.39	\$21.70	\$22.02	22.37
MMOS/Receptionist	\$26.08	\$26.46	\$26.87	\$27.27	\$27.68	\$28.10	\$28.52
Radio DJ	\$18.51	\$18.71	\$18.97	\$19.26	\$19.57	\$19.76	\$20.24
Recreation Coordinator	\$24.61	\$24.96	\$25.34	\$25.73	\$26.10	\$25.44	\$25.93

LETTER OF UNDERSTANDING #1
BETWEEN
THE MUNICIPALITY OF SANIKILUAQ
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(as represented by its agent, Nunavut Employees Union)

JOB DESCRIPTIONS

The parties agree the following forms part of the Agreement:

The parties agree that all employees will be provided with up-to-date Job Descriptions effective September 1, 2018 and that all new employees will be provided with an up-to-date job description when they are hired.

SIGNED THIS 14 DAY OF June, 2018 at Sanikiluaq, Nunavut.

ON BEHALF OF THE EMPLOYER:



Steven Connors



Steven Connors, Negotiator

Date: _____

**ON BEHALF OF THE PUBLIC
SERVICE ALLIANCE OF
CANADA**



PSAC Regional Vice-President



Gail Lem, Negotiator

Date: _____

LETTER OF UNDERSTANDING #2
BETWEEN

THE MUNICIPALITY OF SANIKILUAQ

AND

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

JOURNEYMAN MECHANIC TOOLS

The parties agree the following forms part of the Agreement:

The parties agree that the Journeyman Mechanic shall be paid, on April 1st of each year, \$1,000.00 ~~500.00~~, upon provision of receipts, to cover the cost of tools.

SIGNED THIS 4 DAY OF May, 2018 at Sanikiluaq, Nunavut.

ON BEHALF OF THE EMPLOYER:








Steven Connors, Negotiator

ON BEHALF OF THE PUBLIC
SERVICE ALLIANCE OF
CANADA



PSAC Regional Vice-President





Gail Lem, Negotiator

LETTER OF UNDERSTANDING #3
BETWEEN

THE MUNICIPALITY OF SANIKILUAQ

AND

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

HEALTH CARE EXPENDITURES

The parties agree the following forms part of the Agreement:

In lieu of contributions to the NEBS Group Benefits Program, the Employer agrees to reimburse Serge Page for expenditures on health, dental, vision and other medical expenses, which may include premiums for other health insurance plans, in the amount of \$3,000.00 ~~2,000~~ per calendar year, paid monthly by invoice. This reimbursement is retroactive to April 1, 2015 and ceases to be a benefit for the Employee on the last day of the month coincident with or following the date his employment relationship with the Employer ends.

SIGNED THIS 4 DAY OF May, 2018 at Sanikiluaq, Nunavut.

ON BEHALF OF THE EMPLOYER:

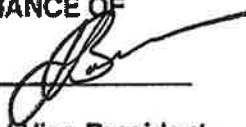


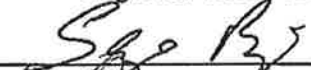




Steven Connors, Negotiator

ON BEHALF OF THE PUBLIC
SERVICE ALLIANCE OF
CANADA



PSAC Regional Vice-President




Gail Lem, Negotiator

LETTER OF UNDERSTANDING #4

BETWEEN

THE MUNICIPALITY OF SANIKILUAQ

AND

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

NEBS INSURANCE AND BENEFITS

The parties agree the following forms part of the Agreement:

In lieu of contributions on their behalf to the Northern Employees Benefits Services, on the signing of a release provided by the Employer, the Employer agrees to pay monthly to each of the following Employees, a non-taxable amount equal to the Employer contribution premium that would have been paid to NEBS:

Paul Cookie
Billy Kittosuck
Jessie Kudluarek
Caroline Mickiyuk


Serge Page
Mina Takatak
Jehnassie Teekalook

Such payments will be identified on the pay stub of each employee and will cease to be a benefit for the Employee on the last day of the month coincident with or following the date his/her employment relationship with the Employer ends. In addition, notwithstanding Article 45.02, there shall be no cap on sick leave accrual for the Employees specified in this memorandum.

SIGNED THIS 4 DAY OF May, 2018 at Sanikiluaq, Nunavut.

ON BEHALF OF THE EMPLOYER:







Steven Connors, Negotiator

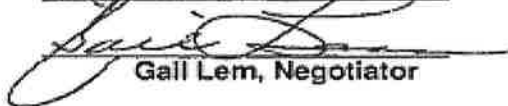
ON BEHALF OF THE PUBLIC
SERVICE ALLIANCE OF
CANADA



PSAC Regional Vice-President






Gail Lem, Negotiator

LETTER OF UNDERSTANDING #5
BETWEEN

THE MUNICIPALITY OF SANIKILUAQ

AND

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

SICK LEAVE ACCUMULATION

The parties agree the following forms part of the Agreement:

The parties agree that the following Employees shall carry over, from year to year, any unused sick leave earned under Article 45 – Sick Leave, with no limit being placed on this carryover.

Paul Cookie
Billy Kittosuck
Josie Kudluarek
Caroline Mickiyuk


Serge Page
Mina Takatak
Johnaesie Toekaleek

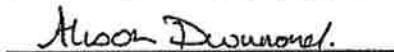
Such payments will be identified on the pay stub of each Employee and will cease to be a benefit for the Employee on the last day of the month coincident with or following the date his/her employment relationship with the Employer ends. In addition, notwithstanding Article 45.02, there shall be no cap on sick leave accrual for the Employees specified in this memorandum.

SIGNED THIS 4 DAY OF July 2018, at Sanikiluaq, Nunavut.

ON BEHALF OF THE EMPLOYER:





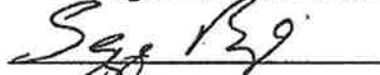


Steven Connors, Negotiator

ON BEHALF OF THE PUBLIC
SERVICE ALLIANCE OF
CANADA



PSAC Regional Vice-President






Gail Lem, Negotiator

LETTER OF UNDERSTANDING #6
BETWEEN
THE MUNICIPALITY OF SANIKILUAQ
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(as represented by its agent, Nunavut Employees Union)


ASSISTANT HAMLET FOREMAN

The parties agree the following forms part of the Agreement:

In recognition of enhanced duties and responsibilities assigned to him in his role of Assistant Hamlet Foreman, on the signing of a release provided by the Employer, the Employer agrees to provide Kenny Pearce with an annual allowance of \$1.50 per hour.

SIGNED THIS 6 DAY OF May, 2018 at Sanikiluaq, Nunavut.

ON BEHALF OF THE EMPLOYER:





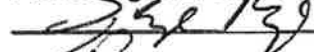



Steven Connors, Negotiator

ON BEHALF OF THE PUBLIC
SERVICE ALLIANCE OF
CANADA



PSAC Regional Vice President







Gail Lem, Negotiator

LETTER OF UNDERSTANDING #7

BETWEEN

THE MUNICIPALITY OF SANIKILUAQ

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

(as represented by its agent, Nunavut Employees Union)

THIRD PARTY FUNDING AGREEMENT

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 35.
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 as described in paragraph 9, 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 24.18 through 24.22 inclusive shall apply in the case of a referral.

SIGNED THIS 14 DAY OF JUNE, 2017 at Sanikiluaq, Nunavut.

ON BEHALF OF THE EMPLOYER:



Alison Dawwret



Steven Connors, Negotiator

ON BEHALF OF THE PUBLIC
SERVICE ALLIANCE OF
CANADA



PSAC Regional Vice-President





Gail Lem, Negotiator

LETTER OF UNDERSTANDING #8

BETWEEN

THE MUNICIPALITY OF SANIKILUAQ

AND

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

CONTRACTING OUT

The Parties agree the following forms part of the Agreement:

Notwithstanding Article 47.01, in circumstances where there is no bargaining unit employee qualified to complete required work, the Employer will notify the Nunavut Employees Union and the Local Shop Steward of their intent to contract out.

SIGNED THIS 4 DAY OF Aug, 2018 at Sanikiluaq, Nunavut.

ON BEHALF OF THE EMPLOYER:






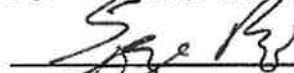



Steven Gornors, Negotiator

**ON BEHALF OF THE PUBLIC
SERVICE ALLIANCE OF
CANADA**



PSAC Regional Vice-President






Gail Lem, Negotiator