

COLLECTIVE AGREEMENT

BETWEEN

HAMLET OF WHALE COVE

AND

PUBLIC SERVICE ALLIANCE OF CANADA
(the Union)

as represented by its agent

Nunavut Employees Union

EFFECTIVE: SEPTEMBER 1, 2019
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ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" – an employee abandons their position when they are absent without leave for a period of **four (4)** consecutive working days, and the Senior Administrative Officer or their designate has not been notified, directly or indirectly by the employee.
 - (b) "Alliance" means the Public Service Alliance of Canada.
 - (c) "Allowance" means compensation payable to an employee in addition to their regular remuneration payable for the performance of the duties of their position.
 - (d) "Bargaining Unit" means all employees of the Employer except the Senior Administration Officer, Finance Officer, Community Constable and By-Law Officer.
 - (e) "Casual Employee" means a person employed by the Employer for work of a temporary nature. A casual employee is a member of the Bargaining Unit.
 - (f) "Committee" means the Labour/Management Committee.
 - (g) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, and lives and intends to continue to live with that person as if that person were their spouse.
 - (h) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer;
 - (i) with reference to re-appointment of a lay-off, the employee's employment in the position held by them at the time they were laid off, and their employment in the position to which they are appointed shall constitute continuous employment;

- (j) where an employee other than a casual employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, the employee's periods of employment for purposes of pension, sick leave, severance pay, vacation leave and vacation travel assistance shall be considered as continuous employment.
- (k) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of their being on leave of absence.
- (l) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of their former position.
- (m) "Dependant" means a person who is:
 - (i) the employee's spouse, including common-law;
 - (ii) the employees child, step-child or adopted child who is under nineteen years of age;
 - (iii) the employee's child, step-child or adopted child who is nineteen years of age or older and dependent upon the employee by reason of fulltime attendance at an educational institution or mental or physical disability; or
 - (iv) any other relative residing in the employee's household who is wholly dependant upon the employee for support by reason of mental or physical disability.
- (n) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.
- (o) "Employee" means a member of the bargaining unit.
- (p) "Employer" means the Hamlet of Whale Cove.
- (q) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (r) "Lay-Off" means an employee whose employment has been terminated because of lack of work, lack of funds, or the discontinuance of a function.
- (s) "Leave of Absence" means absence from duty, with or without pay, with the Employer's permission.
- (t) "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, and shall not include any initiation fee, or insurance premium.

- (u) "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of three (3) months after an employee has been transferred or promoted from within. If an employee does not successfully complete their probationary period on transfer or promotion **the employee shall return to their former position and any other employee affected by the promotion or transfer shall be returned to their former position.**
 - (v) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of the employee's former position by at least:
 - (i) the minimum increment in the new position; or
 - (ii) four percent (4%) of the maximum rate of pay of the former position where the new position has only one rate of pay.
 - (w) "Rates of Pay"
 - (i) "daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Article 22;
 - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
 - (iii) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
 - (iv) "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).
 - (x) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union
 - (y) "Seniority" means length of service with the Employer.
 - (z) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
 - (aa) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.
 - (bb) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement if defined in the *Interpretation Act*, but not defined elsewhere in this Agreement have the same meaning as given to them in the Interpretation Act.
- 2.03 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.
- 3.02 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

Discrimination

- 3.03 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, gender identity or **expression**, race, creed, colour, ancestry, ethnic origin, citizenship, place of origin, national origin, religion, political or religious affiliation, pregnancy, marital status, (including common-law relationships), family status, sexual orientation, lawful source of income, criminal offence for which a pardon has been granted, mental or physical disability (except for employment equity programmes), by reason of Union membership or activity nor by exercising their rights under the Collective Agreement.

ARTICLE 4 - APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.

Printing of Collective Agreement

- 4.02 The Employer shall pay one half of the costs associated with printing the Collective Agreement, to a maximum of one hundred and fifty (\$150) dollars, provided:
- (a) the Union provides the Employer with receipts showing amounts expended, and the collective agreement is printed and distributed within ninety days of its signing.
- (b) The Union shall facilitate the printing and distribution of the collective agreement.

Conflict Of Provisions

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

ARTICLE 5 - FUTURE LEGISLATION

- 5.01 In the event that any law passed by Parliament, or the Nunavut Legislative Assembly 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 Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision. Either party may refer any dispute arising from such negotiations to arbitration.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 There shall be no lockout by the Employer and no work stoppage, by any employee(s) during the term of this Collective Agreement.
- 6.02 "Work Stoppage" includes a cessation of work or a refusal to continue to work by employees, in combination or in concert or in accordance with a common understanding, and a slowdown of work or other concerted activity on the part of employees in relation to their work that is designed to restrict or limit output
- 6.03 No employee will be requested to cross a legal picket line other than to deliver an essential service (to prevent an immediate and serious danger to the health and safety of the public).

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 The Union and the employees acknowledge that all management rights and prerogatives are vested exclusively with the Employer, except as may be otherwise specifically provided for in this Agreement.
- 7.02 Without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures in the operation of the Employer;
 - (b) to maintain order, discipline and efficiency and to establish and enforce rules and regulations;
 - (c) to plan, direct, organize and control the work of the employees and the operations of the Employer. This includes the introduction of new and improved methods, facilities and equipment, and to control work schedules and the amount of supervision necessary;
 - (d) to direct and manage employees, including hiring, lay-off, recall, promotion, demotion, classification and assignments of duties, to suspend, discharge, or otherwise discipline employees.

ARTICLE 8 - EMPLOYER DIRECTIVES

- 8.01 The Employer shall provide the Union with a copy of all Personnel Directives. Where the Employer proposes to issue a Personnel Directive which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall endeavour to consult with the Union prior to issuing the directives and will consult with the Union as soon as is practicable.

ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES

- 9.01 Upon reasonable notice, the Employer shall permit access to its work premises of an accredited representative of the Union. Such visits shall not interfere with the Employer's operations.

- 9.02 The Union representative will endeavour to notify the Employer in advance of a visit to the workplace and will inform them of actual visits made as soon as is practicable

ARTICLE 10 - APPOINTMENT OF REPRESENTATIVES

- 10.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the names of all representatives within a reasonable period.

ARTICLE 11 - TIME-OFF FOR UNION BUSINESS

Arbitration Hearings

- 11.01 At the Union's request the Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration hearing;

Employee called as a Witness

- (a) The Employer will grant leave with pay to an employee called as a witness before an Arbitration for the actual time that an employee is required as a witness.

Arbitration Hearing

- 11.02 The Employer will grant leave with pay to an employee who is a party to the grievance which is before an Arbitration Board.

Employee who acts as a Representative

- (a) The Employer will grant leave with pay to the Representative of an employee who is a party to the grievance.

Employee called as a Witness

- (b) The Employer will grant leave with pay to an employee called as a witness for the actual time that an employee is required as a witness.

- 11.03 Where an employee and their representative are involved in the process of the employee's grievance they shall be granted time off.

- (a) when the discussions take place at the employee's place of duty, leave with pay and,
(b) when the discussions take place outside the employee's place of duty, leave without pay.

Contract Negotiations Meetings

- 11.04 The Employer will grant leave without loss of pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

- 11.05 The Employer will grant leave without pay to a reasonable number of employees to attend preparatory negotiations meetings.

Meetings Between Employee Organizations And Management

11.06 The Employer will grant time-off with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

Employee Organizations Executive Council Meetings and Conventions

11.07 The Employer will grant reasonable leave without pay to a reasonable number of employees to attend executive council meetings and conventions of the Alliance, the Union, the Canadian Labour Congress and the Northern Territories Federation of Labour.

Representatives Training Course

11.08 The Employer will grant reasonable leave without pay to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

Time-Off For Representatives

11.09 A Representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.

(a) The Representative shall make every reasonable effort to report back to their supervisor before resuming their normal duties.

11.10 The Employer will grant leave without pay for one (1) employee:

(a) to participate as a delegate to constitutional conferences or other similar forums mandated by territorial legislation; and

(b) to present briefs to commissions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.

Leave For Elected Officer

11.11 An employee elected into a full time Union position shall be granted leave without pay for the term of office. During this leave of absence the employee shall maintain all rights and benefits to which they are entitled under the Collective Agreement.

11.12 Upon reasonable notification, the Employer shall grant leave without pay to the Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

ARTICLE 12 - MEMBERSHIP FEE DEDUCTION

12.01 The Employer will, as a condition of employment, deduct Membership Fees from the pay of all employees in the Bargaining Unit.

12.02 The Union shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit thirty (30) days in advance.

- 12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04 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.
- 12.05 Membership Fees deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1 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 their behalf.
- 12.06 Where the Employee requests that the Employer make payroll deductions for other purposes, and the Employee puts that request in writing, the Employer shall make those deductions from the Employee's pay.
- 12.07 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.
- 12.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

ARTICLE 13 - INFORMATION

- 13.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name and social insurance number of all employees in the Bargaining Unit.
- The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck off strength during the period reported.
- 13.02 The Employer shall make available to each employee a copy of the Collective Agreement.
- 13.03 The Employer agrees to make available to each new member of the Bargaining Unit a copy of the Collective Agreement upon their appointment.
- 13.04 The Employer shall provide the Union with a report of all newly created positions, including those excluded from the bargaining unit.

ARTICLE 14 - SENIORITY

- 14.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.
- 14.02 A newly hired employee shall be on probation for a period of six (6) months. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement except the right to grieve a termination.
- 14.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every six months.

ARTICLE 15 - PROVISION OF BULLETIN BOARD SPACE & OTHER FACILITIES

- 15.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use.
- 15.02 The Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 15.03 A representative of the Union shall have the right at an employee orientation course to make a presentation of up to fifteen minutes. The representative of the Union shall be granted leave with pay.

ARTICLE 16 - DESIGNATED PAID HOLIDAYS

- 16.01 The following days are Designated Paid Holidays for employees covered by this Collective Agreement:
- (a) New Year's Day;
 - (b) last Monday in February;
 - (c) Good Friday;
 - (d) Easter Monday;
 - (e) Victoria Day;
 - (f) Canada Day;
 - (g) Civic Holiday, The first Monday in August;
 - (h) Labour Day;
 - (i) Thanksgiving Day;
 - (j) Remembrance Day;
 - (k) Christmas Day;
 - (l) Boxing Day;
 - (m) Nunavut Day
 - (n) Hamlet Day
 - (o) A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada or the Commissioner of Nunavut.

16.02 Clause 16.01 does not apply to an employee who is absent without cause on both the working day immediately preceding and the working day following the Designated Paid Holiday.

Designated Paid Holiday Falling On A Day Of Rest

16.03 When a Designated Paid Holiday coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following the employee's day of rest.

16.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 16.03:

(a) work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest and

(b) work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.

16.05 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.

16.06 An employee shall not be required to work both Christmas and New Year's Day, unless an emergency requires it.

ARTICLE 17 - LEAVE - GENERAL

17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than the employee has earned is terminated due to death or lay-off the employee shall be considered to have earned that amount of leave with pay granted to them.

17.02 When an employee is entitled to an allowance and is granted leave with pay, the employee is entitled, during their period of leave, to continue to receive the allowance.

17.03 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of their special, sick and vacation leave credits as of the 31st day of March.

17.04 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing if so requested by the employee.

17.05 An employee request for any leave shall be responded to by the Employer as soon as the Employer can practically do so.

17.06 An employee who is on leave of absence without pay is not entitled to receive any pay, benefits or allowances for the period of leave without pay, unless this Agreement specifically provides otherwise.

ARTICLE 18 - VACATION LEAVE

Accumulation Of Vacation Leave

18.01 For each month of a fiscal year in which an employee receives pay for at least ten (10) days, the employee shall earn Vacation Leave at the following rates:

- (a) one and one-quarter (1 1/4) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
- (b) one and two-thirds (1 2/3) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed.
- (c) two and one-twelfth (2 1/12) days each month commencing in the month after completion of seven (7) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed.
- (d) two and one-half (2 1/2) days each month commencing in the month after completion of fifteen (15) years of continuous service and ending in the month that twenty (20) years of service is completed.
- (e) Three (3) days each month commencing in the month after completion of twenty (20) years of continuous employment.

18.02 The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs (b), (c), (d), and (e) of Clause 18.01.

Granting Of Vacation Leave

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

- (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
- (b) not recall an employee to duty after the employee has proceeded on vacation leave;
- (c) grant the employee their vacation leave during the fiscal year in which it is earned at the time specified by the employee.
- (d) comply with any request made by an employee before January 31, that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year;
- (e) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon the employee's vacation entitlements when so requested by the employee; and
 - (i) recognize Seniority on preference for a vacation period.
- (f) to grant the employee vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer at least one (1) day's advance notice in writing.

18.04 Except for clause 18.03(f), applications for vacation leave must be completed in writing and submitted to the Senior Administrative Officer two weeks prior to the date the vacation leave commences.

18.05 Where in respect of any period of vacation leave, an employee:

- (a) is granted special leave, when there is a death in the employee's immediate family as defined in Article 19; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or
- (c) is granted sick leave on production of a medical certificate;

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

18.06 In the event that an employee returns to work later than anticipated due to a delay of the aircraft, additional vacation days shall be advanced to the employee. These additional days will be deducted as they are later accumulated by the employee.

18.07 Employees are permitted to carry over vacation credits from one fiscal year to the next to a maximum of one year's entitlement.

Altered Vacation

18.08 Due to emergency operational requirements the Employer may alter an employee's vacation period unless:

- (a) The employee has made non-refundable deposits in view of their vacation or;
- (b) The employee's spouse has arranged a vacation period which coincides with the employee.

Leave When Employment Terminates

18.09 Where an employee dies or otherwise terminates their employment:

- (a) The employee or the employee's 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 their employment, or
- (b) the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests because of a requirement to meet the minimum service requirements for severance pay. This request shall be made as far in advance as is possible.
- (c) at the employee's request, the Employer shall divide the amount owing as specified in (a) above by four, and shall attach this amount to the employee's regular earnings over a four pay period. Adequate notice must be given by the employee.

Vacation Travel Assistance

- 18.10 Effective **September 1, 2019**, all employees and dependants over the age of two on vacation leave shall be entitled to receive **two thousand three hundred forty-six dollars (\$2346.00)** to a maximum of **nine thousand nine hundred seventy dollars and fifty cents (\$9,970.50)** per employee, once every fiscal year.
- 18.11 **Effective September 1, 2020**, all employees and dependants over the age of two on vacation leave shall be entitled to receive **two thousand three hundred ninety-two dollars and ninety-two cents (\$2,392.92)** to a maximum of **ten thousand one hundred sixty-nine dollars and ninety-one (\$10,169.91)** per employee, once every fiscal year.
- 18.12 Effective **September 1, 2021**, all employees and dependants over the age of two on vacation leave shall be entitled to receive **two thousand four hundred twenty-two dollars and eighty-three cents (\$2,422.83)** to a maximum of **ten thousand two hundred ninety-seven dollars and three cents (\$10,297.03)** per employee, once every fiscal year.
- 18.13 Effective **September 1, 2022**, all employees and dependants over the age of two on vacation leave shall be entitled to receive **two thousand four hundred fifty-three dollars and twelve cents (\$2,453.12)** to a maximum of **ten thousand four hundred twenty-five dollars and seventy-five cents (\$10,425.75)** per employee, once every fiscal year.
- 18.14 Employees must request vacation travel assistance under Clause 18.10 at least five (5) working days in advance of the commencement of the employee's vacation leave.
- 18.15 **Vacation Travel Allowance shall be prorated for employees who do not work a full year. It is recognized that the employee is required to reimburse the Employer for any overpayment, and that any overpayment may be deducted from the employee's pay, or any other amount owing to the employee.**

Travel Time

- 18.16 When an employee liquidates five (5) days' vacation leave, the employee's vacation shall be lengthened by one (1) work day, once per fiscal year.

ARTICLE 19 - SPECIAL LEAVE

Credits

- 19.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the rate of one-half (1/2) day for each calendar month in which the employee received pay for at least ten (10) days.
- 19.02 As credits are used, they may continue to be earned up to the maximum.
- 19.03 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, father-in-law, mother-in-law, grandchildren, grandparents, aunt, uncle and any relative permanently residing in the employee's household or with whom the employee permanently resides.

19.04 The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:

- (a) when there is a death in the employee's immediate family;
- (b) when an employee is to be married.

19.05 The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:

- (a) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for their dependants or for the sick person;
- (b) where a member of the immediate family residing outside of Whale Cove becomes seriously ill;
- (c) where an employee undertakes medical escort duties for an immediate family member;
- (d) where special circumstances not directly attributable to the employee prevent the employee from reporting to duty, including but not restricted to:
 - (i) serious household or domestic emergencies.
 - (ii) a transportation tie-up if the employee makes every reasonable effort to report for duty;
 - (iii) serious community emergencies, where the employee is required to render assistance;
 - (iv) **where an employee or their dependant is experiencing domestic violence and requires time to attend medical appointments, legal proceedings and any other necessary related activity. For greater certainty, experiencing domestic violence is not considered to be attributable to the employee.**
- (e) in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- (f) Such leave will not be unreasonably withheld.
- (g) **An employee may use annual leave if there are insufficient special leave credits, to a maximum period of leave that would have been permitted, if the employee had special leave credits.**

19.06 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of their child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.

Court Leave

19.07 Special leave shall be given to every employee who is required:

- (a) to serve on a jury and the jury selection process; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of their position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
- (c) any remuneration received by an employee shall be paid to the Employer;

Advance Of Credits

19.08 (a) Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days, may, at the discretion of the Employer be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned.

(b) Where an employee has insufficient credits to permit special leave for domestic violence under Article 19.05(d)(iv), the Employer shall advance up to 5 days, which shall be deducted from special leave subsequently earned.

ARTICLE 20 - SICK LEAVE

Credits

20.01 An employee shall earn sick leave credits at the rate of one and one-half (1 1/2) days for each calendar month for which the employee receives pay for at least ten (10) days, **up to a maximum accumulated sick leave of two hundred (200). Employees who have accumulated in excess of two hundred (200) days as of September 13, 2019 shall be permitted to maintain these accumulated days, but shall not continue to accumulate sick days in excess of two hundred (200).**

20.02 Sick leave shall only be granted for the purpose of providing employees with salary protection in the event that they are sick or seeking medical treatment. The Employer may require the employee to produce a medical certificate from a qualified medical practitioner or nurse certifying that such employee was unable to carry out their duties due to illness **where there is a reasonable basis for doing so, or for sick leave in excess of three (3) consecutively scheduled shifts.** If certification is not provided to the Employer **when required**, all absences will be taken as leave without pay.

- 20.03 Subject to this Article, all absences on account of illness on a normal working day (exclusive of Designated Paid Holidays) shall be charged against an employee's accumulated sick leave credits. **An employee's sick leave credits will be charged for the actual number of hours an employee is absent due to illness. Upon becoming eligible, an employee shall access Long Term Disability insurance for salary replacement, instead of using sick leave.**
- 20.04 Where leave of absence without pay is authorized for any reason, or an employee is laid-off, and the employee returns to work upon expiration of such leave of absence or lay-off, the employee shall earn sick leave credits for each month in which the employee worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 20.05 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, they may be granted sick leave in advance to a limit of five (5) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.06 An employee is not eligible for sick leave during any period in which they are on lay-off or under suspension.
- 20.07 Sick leave is not normally granted when an employee does not intend, or will be unable to return to duty at the expiration of sick leave. All exceptions must be approved by the Senior Administrative Officer.

Travel Time

- 20.08 Every employee who is proceeding to a medical centre will be granted leave of absence with pay which is to be charged against their sick leave credits for the actual time taken to travel.

Wellness Reward

- 20.09 Effective April 1, 2003, an employee who has not used any sick leave within the following periods:

- (a) January 1 to April 30;
- (b) May 1 to August 31; or
- (c) September 1 to December 31;

shall convert one day of sick leave credits into one (1) day of vacation leave.

At the end of the fiscal year, if an employee has not used any sick leave credits then two (2) additional days of sick leave credits may be converted into two (2) days of vacation leave.

Injury On Duty Leave

- 20.10 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against their sick leave credits for the period of concurrency

ARTICLE 21 - PARENTAL AND MATERNITY LEAVE

Maternity Leave

21.01 1) An employee who becomes pregnant shall notify the Employer at least **four (4) weeks before the day on which the employee expects to take leave.**

2) Subject to Clause 21.02

a) The Employee shall be granted maternity leave without pay for a period of **seventeen (17) weeks**

b) Maternity leave without pay **may commence at any time during the seventeen (17) weeks** prior to the expected date of the termination of the pregnancy

21.02 The Employer shall, upon written request from the employee:

(a) Defer the commencement of the employee's maternity leave without pay from the date originally requested by the employee to a later date, but not beyond the expected date of the termination of the pregnancy; and

(b) Terminate the employee's maternity leave without pay prior to the expiry of **seventeen (17) weeks**

In no event shall the period of maternity leave exceed seventeen (17) weeks.

21.03 The Employer may where maternity leave without pay is requested, require the employee to submit a medical certificate certifying **the expected date of delivery.**

21.04 Leave granted under this Article shall be deemed to be continuous employment for the purpose of seniority.

Maternity Leave – Supplemental Unemployment Benefit Plan

21.05 After completion of six (6) months continuous employment, an employee who has applied for maternity leave and who provides the Employer with proof that they are in receipt of Employment Insurance benefits shall be paid a maternity leave allowance. Such employee shall sign an agreement with the Employer providing:

(a) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;

(b) that they will return to work on the date of the expiry of their maternity or **parental leave**, unless this date is modified with the Employer's consent.

21.06 Should the employee fail to return to work as per the provisions of Clause 21.05, the employee recognizes that they are indebted to the Employer for the amount received as maternity leave allowance.

21.07 Maternity leave allowance payments shall consist of payments (for a maximum of seventeen (17) weeks) equal to the difference between the Employment Insurance benefits the employee is receiving and 93% of their weekly rate of pay.

- 21.08 The employee shall have no vested interest in the above plan.
- 21.09 The Employer shall not reduce or increase wages, or other monies normally owing to the employee solely because the employee is participating in the above plan.
- 21.10 The employee shall not receive more than ninety-three (93%) percent of their regular wages while participating in the above plan.
- 21.11 A pregnant worker who furnishes to the Employer a medical certificate attesting that the working conditions may be physically dangerous to their unborn child, or to themselves by reason of their pregnancy, may request to be assigned to other duties including no such danger for the duration of their pregnancy. The Employer may grant this request and the assignment shall be without loss of pay or benefits.

Parental Leave Without Pay

- 21.12 Where an employee has been employed for at least **ten (10)** months, and will have the actual care and custody of their newborn child; or where an employee commences proceedings to adopt a child who is below nineteen years of age or obtains an order for the adoption of a child who is below nineteen years of age, they shall be granted parental leave without pay for a single period of up to **sixty-three (63)** consecutive weeks. The leave shall be taken during the **eighty-six (86)** week period immediately following the day the child is born or, in the case of adoption, within the **seventy-one (71)** week period from the date the child comes into the employee's care and custody.
- 21.13 (a) An applicant for Parental Leave without pay shall provide the Employer with a written application at least four (4) weeks prior to the date of commencement of the leave, **indicating the start date of the leave and expected duration.**
- (b) Upon agreement with the Employer, the employee may return from leave prior to the expected date of return.**
- 21.14 Parental Leave without pay utilized by an employee couple shall not exceed a total of **seventy-one (71)** weeks for both employees combined.
- 21.15 Parental Leave without pay utilized by an employee couple in conjunction with maternity leave shall not exceed a total of **eighty-six (86)** weeks for both employees combined.
- 21.16 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 shall not exceed a total of **seventy-eight (78)** weeks.
- 21.17 **Leave granted under this Article shall be deemed to be continuous employment for the purpose of seniority.**
- 21.18 **For greater certainty, the employee will not be entitled to receive any pay, benefits or allowances during parental leave.**

Leave Without Pay for the Care and Nurturing of Preschool Age Children

- 21.19 At the request of an employee leave without pay in one (1) or more periods to a total maximum of two (2) years during an employee's total period of employment shall be provided for the care and nurturing of pre-school children. The Hamlet may in this circumstance, fill the vacancy created by means of a term position equivalent to the length of the term requested.

ARTICLE 22 - OTHER TYPES OF LEAVE

Emergency Leave

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

Casual Leave

- 22.02 The Employer may grant an employee casual leave with or without pay for other purposes of a special or unusual nature.
- 22.03 Employees shall be granted casual leave with pay to a maximum of one day per occurrence where the employee's physician requires the employee to attend regular or recurring medical treatments and checkups and the treatment or checkup cannot be scheduled outside of working hours. The Employer may require appropriate documentation. Such leave shall be granted only for the actual length of time of the treatment or check-up.
- 22.04 Employees shall be granted casual leave with pay for up to two (2) hours for an appointment with (or to accompany a dependant family member to) an appointment with a doctor, dentist, lawyer, school authorities or adoption agencies, provided that the appointment cannot be scheduled outside of working hours. Casual leave will only be granted for the actual length of time of the appointment.

Traditional Hunting And Harvesting Leave

- 22.05 **Either vacation leave** or leave without pay for up to **four (4)** days per fiscal year may be granted, subject to operational requirements, on very short notice to a reasonable number of employees in order to meet traditional hunting or harvesting opportunities.

Compassionate Care Leave

- 22.06 (a) Both parties recognize the importance of access to leave to provide care and support of a gravely ill family member who has a significant risk of death.
- (b) Employees shall be entitled to compassionate care leave without pay as provided in the *Labour Standards Act*.
- (c) **Where an employee's father, mother, brother, sister, spouse, common-law spouse, child, father-in-law, mother-in-law, grandchildren, grandparents, aunt, uncle and any relative permanently residing in the employee's household or with whom the employee permanently resides has a serious medical condition with a serious risk of death within 26 weeks, the employee shall be entitled to unpaid compassionate care leave for up to 27 weeks. All remaining terms related to compassionate care leave under the *Labour Standards Act* shall apply.**

Education Leave

- 22.07 When the Employer requires employees to attend training, courses or other similar educational activities, the Employer shall pay for all related expenses and the employee shall suffer no loss of salary and benefits.
- 22.08 The Employer may grant up to twelve (12) months of leave without pay to an employee for the purpose of upgrading knowledge, expertise and technical skills that will benefit the Employer, at a recognized university, community college or technical institute. In order to be eligible for Education Leave an Employee must have either a full or part-time status and have at least 3 years of Continuous Service. The employee will not be entitled to any pay, benefits or allowances during the leave. However, subject to the requirements of the benefits provider, the employee may continue their benefits by providing the Employer with both the employee and employer portions of the benefit premiums, by post-dated cheque, prior to beginning the leave.

ARTICLE 23 - HOURS OF WORK

- 23.01 Normal hours of work for office staff shall generally be from 9:00 a.m. to 5:00 p.m., exclusive of a one hour lunch period, Monday to Friday
- 23.02 Normal hours of work for trades employees and airport employees shall be flexible hours as is mutually agreed upon between the employees and the Employer subject to the following provisions:
- (a) The regular hours of work shall be **seven and one half (7.5) hours per day and thirty-seven and one half (37.5) hours per week;**
 - (b) Where these employees are unable to take a meal period, the employer will either provide the employee with a meal, or a meal allowance equal to the lunch per diem rate specified by the **Government of Nunavut;**
- 23.03 Where the Employer and an employee agree, the employee may vary their normal hours of work from those set out in articles 23.01 and 23.02.
- 23.04 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-afternoon.
- 23.05 The Employer may provide a "coffee room" for the purpose of the rest period, however an employee may be absent from the worksite during the rest period.
- 23.06 Employees shall share in the cost of coffee and associated expenses to a maximum of five dollars (\$5.00) per employee per pay period. This amount may be altered upwards or downwards as required, by mutual consent.
- 23.07 In the event that an employee is unable to take their rest period at the regular time due to operational requirements, this rest period will be taken at a later time mutually agreed upon between the Employer and the employee.

23.08 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange regular, overtime or standby shifts if there is no increase in cost to the Employer.

23.09 Nothing in this article constitutes a guarantee of hours.

ARTICLE 24 - OVERTIME

24.01 In this Article:

- (a) "Overtime" means work performed by an employee in excess or outside of their regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position.
- (b) "Straight time rate" means the hourly rate of remuneration.
- (c) "Time and One-half" means one and one-half times the straight time rate.
- (d) "Double time" means twice the straight time rate.

24.02 An employee who is required to work overtime shall be paid overtime compensation for all overtime worked subject to a minimum payment of fifteen (15) minutes at the overtime rate.

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

24.04 Subject to the operational requirements of the service the Employer shall make every reasonable effort:

- (a) to allocate overtime work on the basis of seniority among readily available qualified employees;
- (b) to give employees who are required to work overtime reasonable advance notice of this requirement.

24.05 Except in an emergency, employees may refuse to work overtime.

24.06 Overtime work shall be compensated as follows:

- (a) at one and one-half (1 ½) times the hourly rate for all hours except as provided in clause 24.06 (b);
- (b) at two (2) times the hourly rate for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time two (2) times the hourly rate of pay for all hours worked on a Sunday or subsequent day of rest, or holiday.

24.07 In lieu of (a) and (b) at the request of the employee the Employer will grant equivalent leave with pay at the appropriate overtime rate to be taken at a time requested by the employee.

- 24.08 "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed their last regular shift, and
- (a) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.
- 24.09 When an employee works less than their regular hours of work on a given day, overtime hours worked on that same day may be used to compensate for this rather than a deduction from salary.

ARTICLE 25 - PAY

- 25.01 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 Appendix "A".
- 25.02 Employees shall be paid on a bi-weekly basis. Cheques shall be distributed to employees at their place of work in a confidential manner. Employees may choose to have their monies deposited by way of direct deposit.
- 25.03 Employees are not entitled to salary advances. Employees who will be on vacation leave during a regular pay day may receive their pay cheque for that pay period in advance of that pay day if they provide the Employer at least one (1) week's advance notice of their request.
- 25.04 Employees who are required to travel for medical reasons and who will be away during a regular pay day may receive their pay cheque for that pay period in advance of that pay day if they provide the Employer at least two (2) hours advance notice of their request.
- 25.05 Employees who are entitled to overtime compensation or allowances in addition to their regular pay shall receive such compensation or allowances within two (2) weeks following the day when the compensation was earned.
- 25.06 When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime and number of overtime hours.
- 25.07 Allowances are paid on an hourly basis for all regular hours worked. Nothing in this Agreement constitutes a guarantee that any employee will receive any amount of allowances in a year.

Acting Pay

- 25.08 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if they had been appointed to that higher classification level for the period in which they acts.

- 25.09 When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.
- 25.10 The employee shall be paid at the level of the acting classification that is closest to, but not less than the employee's current rate of pay.
- 25.11 **When an employee is required by the Employer to perform the duties of a position outside of the bargaining unit on an acting basis, the employee shall be paid acting pay calculated as follows:**
- (a) **10% of the acting employee's regular pay, calculated from the time at which the employee begins to act, until two (2) consecutive months of acting;**
 - (b) **Where the employee is acting for two consecutive months or more, 15% of the acting employee's regular pay calculated from the time at which the employee begins to act.**

Reporting Pay

- 25.12 Unless the employee is told not to report to work, if an employee reports to work on their regularly scheduled shift and there is a change in their shift assignment they shall be entitled to four (4) hours of work. When no work is available they shall receive compensation of four (4) hours pay at the straight time rate.
- 25.13 Unless the employee is told not to report to work, if an employee reports to work on their regularly scheduled shift and there is insufficient work available they are entitled to four (4) hours of work. When no work is available they shall receive compensation of four (4) hours pay at the straight time rate.
- 25.14 If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, they shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available they shall receive compensation of four (4) hours pay at the appropriate overtime rate.
- 25.15 If an employee is directed to report for work outside of their regularly scheduled hours, they 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.

Call-Back Pay

- 25.16 When an employee is recalled to a place of work for a specific duty, they 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.
 - (c) compensation for call-back shall be made in cash or compensatory leave, as is desired by the employee.

25.17 Employees shall not be required to return to work on a call-back. When employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.

No employee shall be disciplined for being unable to return to work on a call-back.

Shift Premium

25.18 An employee who is regularly scheduled to work outside of the normal hours of work as defined in Article 23 shall be paid a shift premium of one dollar (\$1.00) per hour for those hours worked which are outside the normal hours of work.

Performance Increases

25.19 Employees shall progress from level to level within the employee's classification in Appendix "A" to the maximum level of the classification. Progression to a higher level shall occur automatically on April 1 of each year.

25.20 When an employee is appointed to a new position they shall be paid, if the appointment constitutes a transfer, at the rate nearest to, but not less than their former rate of pay.

25.21 Where an employee agrees to accept a transfer to a position and the maximum rate of pay of which is less than their present rate of pay, the employee will continue to receive their normal rate of pay, which will be red circled. When the maximum rate of pay of the employee's new position exceeds the red circled amount, they shall then follow the pay scale for the new position at the maximum amount.

25.22 Where a salary increment and salary revision are effective on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

25.23 An employee's pay shall be red circled if, as a result of reclassification, the employee's position is over-classified.

Pay Recovery

25.24 Where an employee, through no fault of their own, has been overpaid, the appropriate pay office 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.

(a) If more than two (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

Credit For Previous Experience

25.25 When an employee who has been employed with the Employer within the past two years is rehired to the same classification, the employee shall be placed at the same classification and step as they received previously.

Garnishee

25.26 The Employer shall not dismiss, suspend, lay-off, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.

ARTICLE 26 - TERM POSITIONS

- 26.01 Except for term appointments to fill vacancies created by leave under Clauses 11.11 and 21.19, except with prior mutual agreement between the Union and the Employer, no term position may extend beyond one (1) year. Should the Employer wish a term position to extend beyond a period of one (1) year, that position must become a regular position which must be offered to the incumbent of the term position, and their seniority date shall be the initial date of hire into the term position.
- 26.02 Unused vacation leave for term employees will be paid out at the end of the employee's term.

ARTICLE 27 - PART TIME EMPLOYEES

- 27.01 Part Time employees are employees who work less than the regular work day or work week.
- 27.02 Notwithstanding Article 23, part time employees may be scheduled to work at any time and on any day throughout the week.
- 27.03 Except as provided otherwise, part time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours compare to the regular work week.
- 27.04 Eligibility of part time employees for benefits under Article 43 and the level of benefits provided under Article 43 shall be determined by the benefit plan providers.
- 27.05 Part time employees shall progress from level to level within their classification upon **completing the equivalent of one year's regular hours of work for a full time employee in the same position.**

ARTICLE 28 - CASUAL EMPLOYEES

- 28.01 The following terms and conditions will apply to the employment of casuals by the Employer.
- (a) Casual employees are not to be employed for periods in excess of **960 hours per fiscal year**. Where a casual employee exceeds **960 hours per fiscal year**, they will be appointed as a term employee retroactive to the first day of employment as a casual employee, and shall be entitled to all provisions of the Collective Agreement from the first day of employment.
- (b) The Employer shall ensure that a series of casual employees are not employed to perform the duties of any one particular job classification, or in lieu of establishing a full-time position or filling a vacant position.

- (c) Casual employees will be paid at the rate specified in Appendix 'A'.
- (d) Casual employees are only entitled to the following benefits:
 - (i) Settlement Allowance
 - (ii) Vacation pay at a rate of 6% of regular earnings payable on every pay cheque.

ARTICLE 29 - STANDBY

- 29.01 When the Employer requires an employee to be available on standby during off-duty hours, the employee shall be compensated at the rate of fifteen (15) minutes of pay for each three (3) hours or portion thereof that they are on Standby.
- 29.02 An employee designated by letter or by list for standby duty shall be available during their period of Standby at a known telephone number and shall be available to return for duty as quickly as possible if called. In designating employees for Standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available qualified employees who are normally required, in their regular duties, to perform that work.
- 29.03 No standby payment shall be granted if an employee is unable to report for duty when required.
- 29.04 An employee on Standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of two (2) hours pay at the straight time rate each time they report, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.
- 29.05 Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.
- 29.06 An employee may be required to work standby.

ARTICLE 30 - TECHNOLOGICAL CHANGE

- 30.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 30.02 With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice to the Union of any major technological change in equipment which would result in changes in the employment status. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change, and should the parties not agree, the matter shall be referred to arbitration. The imposition of said technological change shall be postponed until an arbitral award is handed down.

30.03 In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

ARTICLE 31 - DUTY TRAVEL

31.01 Employees who travel to other communities on employer business shall be paid in accordance with the Employer policy on travel expenses.

Pay For Travel On Behalf Of Employer

31.02 Where an employee is required to travel on behalf of the Employer, they shall be paid:

(a) when the travel occurs on a regular workday, regular pay for all hours travelled up to the employee's regular hours of work, and time and one half (1 1/2) for all hours travelled which exceed the employee's regular hours of work.

(b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.

31.03 For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.

31.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, they shall receive cash payment at time and one-half (1 1/2) their rate of pay or be granted the equivalent leave with pay.

31.05 The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades' school.

31.06 Where an employee is on duty travel status or is taking courses on behalf of the employer (including apprentices taking trade training courses) and there is a death in Whale Cove of a person in the employee's immediate family, the Employer shall return the employee to Whale Cove for the funeral at no cost to the employee, **unless funding for the return travel is otherwise available to the employee from another source. Where the Employer pay for return travel and the employee receives other funding for the return travel, the employee is required to reimburse to the Employer any other payment the employee receives, up to the cost incurred by the Employer.**

ARTICLE 32 - VACANCIES, JOB POSTING, PROMOTIONS, & TRANSFERS

32.01 Advertisements for positions with the Employer shall be posted in appropriate locations, including the Union notice board..

- 32.02 Seniority shall be the governing factor in determining promotions, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job. Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period.
- 32.03 In filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within fifteen (15) working days of posting, or such date that the Employer indicates on the notice, provided that there is a successful candidate
- 32.04 No employee shall be transferred to a position outside the Bargaining Unit without the employee's consent for a period of time greater than sixty (60) days. Such transfer outside the Bargaining Unit may continue past sixty (60) days, but only with the consent of the employee, and in any event will not exceed six (6) months. An employee shall be entitled to all right and benefits contained in the Collective Agreement for the duration of this transfer.
- 32.05 No employee shall be transferred to another position within the Bargaining Unit without the employee's consent for a period of time greater than sixty (60) days. Such transfer within the Bargaining Unit may continue past sixty (60) days, but only with the consent of the employee, and in any event will not exceed six (6) months.
- 32.06 New employees shall not be hired when there are employees on lay-off who are qualified to perform the job.
- 32.07 Nothing in this Article requires the Employer to fill any vacant positions.

ARTICLE 33 - JOB DESCRIPTIONS

- 33.01 When an employee is first hired the Employer shall provide the employee with a written job description.
- 33.02 Upon written request, an employee shall be entitled to a complete and current job description and responsibilities including the position's classification level.

ARTICLE 34 - EMPLOYEE PERFORMANCE REVIEW & EMPLOYEE FILES

- 34.01 Performance reviews shall be completed within sixty (60) days following the employee's anniversary date, unless an extension is agreed to between the employee and the Employer.
- 34.02 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to their performance appraisal and may use the grievance procedure in Article 37 to correct any factual inaccuracies in their performance appraisal.
- 34.03 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state their career development goals.

- 34.04 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing.
- 34.05 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after one (1) year has elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
- 34.06 Upon written request of an employee, the personnel file of that employee shall be made available for the employee's examination at reasonable times in the presence of an authorized representative of the Employer.
- 34.07 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half of the period for which the employee's performance is evaluated.
- 34.08 In the event that an Employer's representative has not observed the employee's performance for one-half of the period, an Employer's representative in the best position to make the evaluation shall do so.
- 34.09 The Employer agrees that there will be only one file kept for each employee.
- 34.10 The Employer agrees that communications between an employee and the employee's representative are privileged and confidential. The Employer shall not ask questions of the representative which answers to those questions may be damaging to the employee(s), nor shall any evidence produced by the representative be used against the employee(s). In accordance with the foregoing, a representative shall not be forced to testify against an employee.

ARTICLE 35 - CLASSIFICATION

- 35.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 35.02 Where an employee believes that they have been improperly classified with respect to their position or category, group and level, they shall discuss their classification with their immediate supervisor and, on request, be provided with a copy of their job description before filing a grievance.

ARTICLE 36 - SUSPENSION AND DISCIPLINE

- 36.01 The Employer shall have the right to suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall examine several factors such as the seriousness of the offence, the employee's length of service, and other relevant mitigating factors.
- 36.02 When employees are to be suspended from duty, the Employer shall notify the employee in writing of the reasons for such suspension within twenty-four (24) hours of the suspension in sufficient detail that the employee may defend themselves against it.
- 36.03 The Employer shall notify the local representative of the Union that such suspension has occurred or is to occur.
- 36.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting.

ARTICLE 37 - GRIEVANCE AND ARBITRATION

- 37.01 "Grievance" means a difference which arises between the Union and the Employer and/or between an employee and the Employer relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable; disciplinary action resulting in demotion, suspension or financial penalty (including the withholding of an increment); dismissal; and letters and notations of discipline placed on an employee's personnel file.
- 37.02 The procedure for the final resolution of the grievances listed in clause 37.01 is to arbitration.
- 37.03 If the employee so desires, they may be assisted and represented by the Union when presenting a grievance at any level.
- 37.04 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the immediate supervisor 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 with a receipt stating the date on which the grievance was received by them.
- 37.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Senior Administrative Officer)
 - (b) Second Level (Hamlet Council)
 - (c) Final Level (Arbitration)

- 37.06 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.
- 37.07 An employee or the Union may present a grievance to the first level of the procedure in the manner prescribed in Clause 37.04 within twenty-five (25) calendar days of the date on which the employee or the Union first become aware of the action or circumstances giving rise to the grievance.
- 37.08 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at level 1 and within thirty (30) calendar days at level 2.
- 37.09 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level,
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the grievor by the Employer; or
 - (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Clause 37.08 within fourteen (14) calendar days after the day the reply was due.
- 37.10 Where an employee has been represented by the Union in the presentation of a grievance, 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.
- 37.11 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.
- 37.12 The Union shall on their own behalf or on behalf of one or more members have the right to initiate and present a grievance on any matter to any level of management specified in the grievance procedure. The Employer shall have the right to initiate a grievance, and present it to the Union Representative. This shall be deemed to have fulfilled the Level 2 requirement.
- 37.13 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided the employee first obtains the authorization of the Union prior to presenting such grievance.
- 37.14 An employee may, by written notice to the Employer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement the withdrawal has the endorsement, in writing, of the Union.
- 37.15 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative. Where a grievance has not been presented or advanced within the time limits specified in this procedure, the grievance shall be considered abandoned.
- 37.16 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

37.17 The Employer has the right to file grievances directly with the President of the Union.

Arbitration

37.18 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 procedure in this Article, notify the other party in writing within thirty (30) days of the receipt of the reply at the Final Level, of their desire to submit the difference or allegation to arbitration.

37.19 The parties agree that arbitration referred to in 37.18 shall be by a single arbitrator.

37.20 The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code in addition to any powers which are contained in this Agreement.

37.21 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

37.22 The award of the arbitrator shall be signed by the arbitrator and copies thereof shall be transmitted to the parties to the dispute.

37.23 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.

37.24 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

37.25 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Nunavut Court of Justice, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgement or an order of that court and may be enforceable as such.

37.26 In addition to the powers granted to arbitrators under the Canada Labour Code the Arbitrator may determine that the employee has been dismissed for other than proper cause and may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to the employee's wages lost by reason of their dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
- (b) make such order as the Arbitrator considers fair and reasonable having regard to the terms of this Agreement.

Expedited Arbitration

- 37.27 As an alternative to the formal arbitration process set out in the foregoing paragraph, by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means.
- 37.28 In the case of a dismissal or a suspension of longer than thirty (30) days, the Labour Management Committee has the right to attempt to resolve the matter within four (4) days prior to referral to arbitration.

ARTICLE 38 - LABOUR/MANAGEMENT COMMITTEE

- 38.01 A Labour/Management Committee will be formed to consult on matters of Safety and Health, the translation of this Agreement, transportation to a medical centre, energy conservation, and other matter of mutual interest.
- 38.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 38.03 The Committee will meet at any time at the request of either party, but in any event will meet at least once every six (6) months.
- 38.04 The Labour/Management Committee shall develop a Health and Safety Committee which shall be mutually agreed upon by both the Employer and the employees.
- 38.05 In matters of Safety and Health, the Committee will follow the following provisions:
- (a) The Employer shall post the names of the Committee members in a prominent place.
 - (b) Committee members shall perform the necessary duties of: Investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal.
 - (c) The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
 - (d) The Employer shall ensure that first aid kits are provided and are readily accessible at all times. Said first aid kits shall be kept well stocked at all times.
 - (e) The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.
 - (f) The Committee is to consider various alternatives for ensuring that the injured employee receives the appropriate medical transportation to the nearest medical facility and which agency is to bear such costs.

Workplace Environmental Protection

- (g) The Employer and the Committee shall ensure that the necessary instruments for measuring the quality of the work environment are available when required, and that the results are acted upon appropriately, in order to correct any problems identified by said tests and/or measurements.

Toxic Hazardous Substances

- (h) Where toxic or suspected and/or confirmed carcinogenic chemicals or substances are identified as being present in the workplace, the Committee shall:
 - (i) Remove and/or substitute chemicals or substances in the work procedure; or

- (ii) introduce engineering controls to provide complete isolation between said chemicals and/or substances and the worker(s); and
- (iii) maintain ongoing monitoring of the workplace.
- (iv) Where a dangerous substance cannot be removed or replaced, a notice indicating that a danger exists shall be posted.

Protective Clothing And Equipment

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

Protective Rights Of Pregnant Workers

- (j) A pregnant worker who furnishes to the Employer a medical certificate attesting that their working conditions may be physically dangerous to their unborn child, or to themselves by reason of their pregnancy, may request to be assigned to other duties including no such danger for the duration of their pregnancy. A request shall be granted by the Employer and the assignment shall be without loss of pay or benefits.

The Right To Know: Hazard Identification

- (k) The Committee shall identify new or presently used chemicals substances or equipment present in the work area including hazards or suspected hazards, precautions and antidotes or procedures to be followed following exposure. Work area shall include third party premises.

Information And Investigations Concerning Health Hazards And Work Injuries

- (l) The Employer and the Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising in the workplace, including third party premises.

Provision Of Legislation Or Employer's Policies

- (m) The Employer shall make available to all employees a current copy of the *Safety Act* and Regulations and any Employer policies pertaining to safety and health.

Translation Of The Agreement

- (n) The Committee will investigate and make recommendations on the translation of this Collective Agreement. Where resources for this purpose become available, the Committee will ensure that the translation is carried out.

38.06 The Committee will discuss other matters of mutual concern which may arise from time to time.

Energy Conservation

38.07 The Committee shall discuss the matter of energy conservation in accordance with the objective of Article 39. The following guidelines shall apply:

- (a) That engines should not be left running needlessly in the summer;
- (b) that the heat should be turned down where possible, particularly at the end of the shift;

- (c) that lights should be turned off where possible, particularly in between and at the end of the shift;
- (d) that doors should not be left open needlessly.
- (e) that the Committee should examine all Employer buildings with a view to insulating, weather stripping and generally making them energy efficient.

ARTICLE 39 - ENERGY CONSERVATION

39.01 The Employer and employees agree that energy conservation is of prime importance to all parties. Efforts will be continually made to ensure that energy is conserved to the end that energy is not needlessly used.

ARTICLE 40 - SAFETY AND HEALTH

Right To Refuse Dangerous Work

- 40.01 An employee shall have the right to refuse to work in dangerous situations in accordance with the *Safety Act*.
- 40.02 An employee may refuse to do any particular act or series of acts at work which they have reasonable grounds to believe are dangerous to their 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 the employee otherwise, or until the Nunavut Safety Officer has investigated the matter and advised the employee otherwise.
- 40.03 No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that they exercised the right conferred upon them in 40.01 and 40.02 above. 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.

ARTICLE 41 - HARASSMENT

- 41.01 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment, abuse of authority or workplace violence and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 41.02 Cases of proven unwanted personal harassment, sexual harassment or abuse of authority by a person employed by the Employer is considered a disciplinary infraction and will be dealt with as such.

- 41.03 Personal harassment means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- 41.04 “Sexual harassment” means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;
 - (b) that might, on reasonable grounds, be perceived by that placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 41.05 Every employee is entitled to employment free of sexual harassment,
- 41.06 The Employer, the employees and the Union will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 41.07 Complaints of sexual harassment shall be brought to the attention of the Senior Administrative Officer, or if the complaint is about the Senior Administrative Officer, to the Mayor. An employee may be assisted by the Union in making a complaint.
- 41.08 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.
- 41.09 The Employer shall issue a policy concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall post a copy of this policy at all of its worksites.
- 41.10 Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- 41.11 “Workplace violence” means any incident in which an employee is abused, threatened or assaulted during the course of their employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 41.12 Every employee is entitled to a workplace free from workplace violence.
- 41.13 The Employer, the employees and the Union will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 41.14 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties.

- 41.15 Complaints of workplace violence shall be brought to the attention of the Senior Administrative Officer, or if the complaint is about the Senior Administrative Officer, to the Mayor. An employee may be assisted by the Union in making a complaint.
- 41.16 The Employer shall issue a policy concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall post a copy of this policy at all of its worksites.
- 41.17 Any level in this grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 41.18 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 41.19 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

ARTICLE 42 - CIVIL LIABILITY

- 42.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by them in the performance of their duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against them must advise the Senior Administrative Officer 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, provided the conduct of the employee which gave rise to the action did not constitute a willful breach of their duty as an employee.
 - (c) 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 provided the conduct of the employee which gave rise to the action did not constitute a willful breach of their duty as an employee.
 - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel.
 - (e) Nothing in this Section will interfere with the right of the Employer to defend itself or the employee.

ARTICLE 43 - BENEFITS

- 43.01 All eligible employees and their dependants shall be entitled to the following benefits of the Northern Employees Benefit Services (NEBS):
- (a) Life Insurance

- (b) Accidental death and dismemberment
- (c) Dependant Insurance
- (d) Long Term Disability
- (e) NEBS plus pension

43.02 All issues arising under any of the benefit plans, including issues of eligibility or entitlement under the benefit plans shall be determined by the benefit plan providers.

ARTICLE 44 - TRADES

Application

44.01 The provision of this Article shall apply to all Trades employees.

Wash-Up Time

44.02 Trades employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the employee's supervisor to a maximum of fifteen (15) minutes.

Work Clothing And Protective Equipment

44.03 The Employer shall provide the following articles to all tradesmen, apprentices and trainees.

- (a) Aprons
- (b) Dust protection
- (c) eye protection (including the cost of hardex coating applied to an employees prescription glasses. Note - the cost of the prescription glasses themselves are not provided).
- (d) Ear protection
- (e) Hardhats
- (f) Rubber gloves

44.04 The Employer shall provide coveralls to those employees required to deliver sewage and garbage services.

44.05 The Employer shall share equally in the cost of safety footwear to a maximum of three hundred dollars (\$300) once each fiscal year. For this purpose, the employee shall purchase the safety footwear, following which the Employer will reimburse the employee upon presentation of the receipt.

44.06 The Employer shall supply employees with other Articles of equipment as required; and supply employees moving to another department with the Articles of equipment they require and that they do not possess at the time of move.

44.07 The Employer shall replace the articles mentioned in 44.03 to 44.06 above as required by the same method as provided initially when they are presented worn or damaged beyond repair by an employee, at no cost to the employee.

Adverse Weather Conditions

- 44.08 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions.
- 44.09 During adverse weather conditions the Employer may alter Article 23 (*Hours of Work*) for the duration of the adverse weather conditions (e.g. should a storm clear at 11:00 a.m., that days work hours may be from 11:00 a.m. to 8:00 p.m.).
- 44.10 In the event that adverse weather conditions prevail immediately prior to a weekend, the Employer may, if absolutely necessary, require employees to work for the purpose of road clearing and providing water and sewage services. Compensation will be at the straight time rate.

ARTICLE 45 - APPRENTICES AND TRAINEES

- 45.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices and Trainees by the Employer:
 - (a) The *Apprenticeship, Trades and Occupational Certification Act* and pursuant Regulations shall apply to all Apprentices and Trainees employed. A copy of the current Regulations shall be made available to the apprentice upon appointment.
 - (b) Apprenticeship Training programs shall be those designated under the *Apprenticeship, Trade and Occupations Certification Act*.
 - (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
 - (d) Apprentice rates will be based on a percentage of the appropriate **Journey-level Tradesperson** rate as follows:

<u>Four Year Training Programs</u>		<u>Three Year Training Programs</u>	
Year 1	55%	Year 1	60%
Year 2	65%	Year 2	70%
Year 3	75%	Year 3	80%
Year 4	85%		

- (e) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement while they are employed by the Employer, but not while they are in trade school, or travelling to and from trade school.
- 45.02 Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing their apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment.

45.03 An apprentice will continue to be employed by the Employer, even though they fail a portion of the trades training course, as long as the Employer continues to be funded for the apprentice's employment. When possible, the Employer may continue to employ the employee.

ARTICLE 46 - TOOLS

- 46.01 The Employer agrees to replace worn out, or broken tools used and owned by **Journey-level Tradespersons** and Apprentices in the regular performance of their work. Whenever replacement is made the new tool will be of a similar quality as the initial tool.
- 46.02 Where specialized tools not normally associated with a **Journey-level Tradesperson's** tool kit are required, then the Employer will purchase the tools if the financial situation allows it. The Employer will maintain ownership of all tools purchased for specialty jobs.
- 46.03 Upon being hired or at the start of this agreement each **Journey-level Tradesperson** and Apprentice will present the Senior Administration Officer of the Employer with a complete inventory of all personal tools and give the Senior Administration Officer access to their kit for confirmation of the list.
- 46.04 The worn out or broken tool must be presented to the Senior Administration Officer or their replacement in their absences prior to replacement being ordered.

ARTICLE 47 - SETTLEMENT ALLOWANCE

47.01 A Settlement Allowance will be paid to every employee in the following amount:

Effective September 1, 2019	\$9,588.00
Effective September 1, 2020	\$9,779.76
Effective September 1, 2021	\$9,902.01
Effective September 1, 2022	\$10,025.78

Such amount is to be prorated to an hourly rate and paid to all employees for all regular hours of work.

ARTICLE 48 - HOUSING ALLOWANCE

48.01 An employee residing in a private residence or home assistance program house shall be provided with a Housing Allowance in the following annual amount, which shall be paid in equal bi-weekly instalments:

Effective September 1, 2019	\$5,508.00
Effective September 1, 2020	\$5,618.16
Effective September 1, 2021	\$5,688.39
Effective September 1, 2022	\$5,759.49

48.02 There shall only be one housing allowance paid per household.

48.03 Part time employees shall receive a prorated housing allowance.

ARTICLE 49 - EMPLOYEE ASSISTANCE PROGRAM

Purpose

49.01 To establish and outline the policy of the Employer in relation to employees whose alcohol or substance abuse is interfering with satisfactory work performance. Nothing in this policy replaces or negates the provisions of other policies on alcohol or substance abuse during working hours.

49.02 **Alcohol and substance use impacting an employee's work is prohibited. Under no circumstances is alcohol or substance use permitted during work hours, including coffee breaks and lunch breaks.**

Policy

49.03 The Employer recognizes that alcohol and substance abuse are disorders, which are preventable and amenable to treatment. The objective of this policy is to encourage employees to recognize early symptoms and patterns of alcohol and substance abuse and to provide assistance to the process of rehabilitation to the afflicted individual. Sick leave benefits may be made available to those persons affected by alcohol or substance abuse for authorized absence to undergo assessment and approved treatment and hospitalization.

49.04 The decision to undertake treatment is the responsibility of the employee. The decision to seek treatment will not affect job security. In cases where employees refuse to recognize their problem and persist in substandard work performance or poor attendance, disciplinary action may be taken and may result in dismissal.

Responsibilities

49.05 A duly qualified medical and/or addictions practitioner must make a diagnosis and referral for treatment.

49.06 The decision to accept or reject available counseling and treatment benefits is the responsibility of the employee. The supervisor is responsible for identifying any situation involving unsatisfactory work performance or poor interpersonal work relationships.

49.07 The employee who has an identified alcohol or substance abuse problem must accept conditions related to the rehabilitation process.

49.08 The employee must accept the responsibility to take positive personal action, which may involve:

(a) referral for assessment;

(b) cooperation fully in any prescribed treatment and rehabilitation program; and

- (c) active rehabilitation, which may take up to one (1) year or possibly longer and may initially involve care at a rehabilitation centre.

Summary

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

ARTICLE 50 - SEVERANCE PAY

Lay-Off

- 50.01 An employee who has one year or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay-off in the amount of two (2) weeks of pay for each year of continuous employment.
- 50.02 Payment shall be prorated in respect of any period of continuous employment which is less than a complete year

Death

- 50.03 If an employee dies, there shall be paid to the employee's estate an amount equal to the product obtained by multiplying the employee's weekly rate of pay immediately prior to death by the number of years of continuous service regardless of any other benefit payable.

Dismissal, Abandonment Of Position

- 50.04 An employee who is dismissed for cause or who has been declared to have abandoned their position shall not be entitled to Severance Pay.

ARTICLE 51 - LAY-OFF AND JOB SECURITY

- 51.01 Lay-offs will be made, when necessary, on the basis of reverse order of seniority within the affected classification. In order to minimize the adverse effects of Lay-off, the Employer will provide retraining when practicable.
- 51.02 A person ceases to be a lay-off if they are not appointed to a position within twelve (12) months from the date on which they became a lay-off.
- 51.03 Before an employee is laid off:
- (a) each such employee shall be given notice in writing of the effective date of their lay-off as far in advance as is possible subject to a minimum of one (1) month.

- (b) every employee subject to lay-off shall, during the one (1) month period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where their presence is so required.

Recall

51.04 Recall from a lay-off will be made on the basis of seniority.

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

- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.
- (b) Where notice of recall is given by registered mail, notice is deemed to be given three days from the date of mailing.

51.06 The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, they are unable to do so.

Cooling Off Period - 2 Working Days

51.07 An employee who willfully terminates their employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if they do so within two (2) working days. An employee shall only take advantage of this Article once during the term of this Collective Agreement.

ARTICLE 52 - NO CONTRACTING OUT

52.01 There shall be no contracting out of any work by the Employer if it would result in the lay-off or the continuance of a lay-off of an employee.

ARTICLE 53 - RE-OPENER OF AGREEMENT & MUTUAL DISCUSSIONS

Re-opener Of Agreement

53.01 This Agreement may be amended by mutual consent.

Mutual Discussions

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

ARTICLE 54 - SOCIAL JUSTICE FUND

54.01 The employer shall contribute one cent (.01) per regular hour worked to the PSAC Social Solidarity Fund and such contribution shall be made for all regular hours worked by each employee in the Bargaining Unit.

- 54.02 Each employee in the Bargaining Unit will contribute one cent (.01) per regular hour worked to the PSAC Social Solidarity Fund. The Employer shall deduct this amount from each employee each pay period.
- 54.03 Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. It is clearly understood that the Fund is to be utilized strictly for the purposes specified in the PSAC Social Solidarity Fund
- 54.04 The Employer shall be provided with a copy of the Charter.

ARTICLE 55 - DURATION AND RENEWAL

- 55.01 The term of this Agreement shall be from September 1, 2019 until August 31, 2023. All provisions shall come into effect on September 1, 2019 unless another date is specified.
- 55.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for grievance and arbitration in Article 37, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective or until the provisions of section 89 of the *Canada Labour Code* have been complied with.
- 55.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with Section 49 of the *Canada Labour Code*.
- 55.04 Where notice to commence collective bargaining has been given under Clause 55.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement has been concluded in accordance with Section 50 of the *Canada Labour Code* or upon mutual agreement of the parties the matter is referred to interest arbitration and an award is handed down.

RATES OF PAY

EFFECTIVE SEPTEMBER 1, 2019						
					2.00%	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Trades Employees						
Foreman	\$39.87	\$41.16	\$42.51			
Head Mechanic	\$42.19	\$43.62	\$45.08			
Assistant Mechanic	\$32.90	\$33.84	\$34.83			
Water Truck Operator	\$28.40	\$29.18	\$30.05	\$30.87	\$31.80	\$32.80
Sewage Truck Operator	\$28.40	\$29.18	\$30.05	\$30.87	\$31.80	\$32.80
Garbage Truck Operator	\$28.40	\$29.18	\$30.05	\$30.87	\$31.80	\$32.80
Building Maintainer	\$39.87	\$41.16	\$42.51			
Heavy Equipment Operator	\$39.87	\$41.16	\$42.51			
Janitor	\$24.34	\$24.93	\$25.56	\$26.21	\$26.92	\$27.60
Arena Maintainer	\$22.22	\$23.75	\$25.33	\$26.86	\$28.46	\$29.93
Recreation Facility Maintainer	\$22.22	\$23.75	\$25.33	\$26.86	\$28.46	\$29.93
Casual Municipal Services Operator	\$25.56					
Office Employees						
Clerk/Typist	\$24.34	\$24.93	\$25.56	\$26.21	\$26.92	\$27.60
Secretary/Interpreter	\$25.33	\$26.04	\$26.84	\$27.48	\$28.33	\$29.00
Lands Officer	\$25.14	\$25.99	\$26.91	\$27.75	\$28.72	\$29.68
Economic Development Officer	\$25.14	\$25.99	\$26.91	\$27.75	\$28.72	\$29.68
Post Office Employee	\$20.72	\$21.57	\$22.49	\$23.41	\$24.39	\$25.43
Community Outreach Justice Worker	\$28.82	\$30.03	\$31.27	\$32.58	\$33.93	\$35.35
Casual Employee	\$21.08					
Recreation Coordinator (certified)	\$37.58	\$38.87	\$39.63	\$41.58	\$43.05	\$44.56
Recreation Coordinator (uncertified)	\$25.14	\$25.99	\$26.91	\$27.75	\$28.72	\$29.68
Accounts Payable Officer*	\$28.82	\$30.03	\$31.27	\$32.58	\$33.93	\$35.35
Accounts Receivable Officer*	\$28.82	\$30.03	\$31.27	\$32.58	\$33.93	\$35.35
Airport Operations						
Airport Maintainer	\$39.87	\$41.16	\$42.51			

EFFECTIVE SEPTEMBER 1, 2020						
						2.00%
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Trades Employees						
Foreman	\$40.67	\$41.98	\$43.36			
Head Mechanic	\$43.03	\$44.49	\$45.99			
Assistant Mechanic	\$33.55	\$34.52	\$35.53			
Water Truck Operator	\$28.96	\$29.77	\$30.65	\$31.48	\$32.44	\$33.46
Sewage Truck Operator	\$28.96	\$29.77	\$30.65	\$31.48	\$32.44	\$33.46
Garbage Truck Operator	\$28.96	\$29.77	\$30.65	\$31.48	\$32.44	\$33.46
Building Maintainer	\$40.67	\$41.98	\$43.36			
Heavy Equipment Operator	\$40.67	\$41.98	\$43.36			
Janitor	\$24.82	\$25.43	\$26.07	\$26.74	\$27.46	\$28.15
Arena Maintainer	\$22.66	\$24.22	\$25.83	\$27.39	\$29.03	\$30.53
Recreation Facility Maintainer	\$22.66	\$24.22	\$25.83	\$27.39	\$29.03	\$30.53
Casual Municipal Services Operator	\$26.07					
Office Employees						
Clerk/Typist	\$24.82	\$25.43	\$26.07	\$26.74	\$27.46	\$28.15
Secretary/Interpreter	\$25.83	\$26.56	\$27.37	\$28.03	\$28.89	\$29.58
Lands Officer	\$25.65	\$26.51	\$27.45	\$28.31	\$29.30	\$30.28
Economic Development Officer	\$25.65	\$26.51	\$27.45	\$28.31	\$29.30	\$30.28
Post Office Employee	\$21.13	\$22.00	\$22.94	\$23.88	\$24.88	\$25.94
Community Outreach Justice Worker	\$29.39	\$30.63	\$31.90	\$33.23	\$34.60	\$36.06
Casual Employee	\$21.51					
Recreation Coordinator (certified)	\$38.33	\$39.65	\$40.42	\$42.41	\$43.92	\$45.46
Recreation Coordinator (uncertified)	\$25.65	\$26.51	\$27.45	\$28.31	\$29.30	\$30.28
Accounts Payable Officer*	\$29.39	\$30.63	\$31.90	\$33.23	\$34.60	\$36.06
Accounts Receivable Officer*	\$29.39	\$30.63	\$31.90	\$33.23	\$34.60	\$36.06
Airport Operations						
Airport Maintainer	\$40.67	\$41.98	\$43.36			

EFFECTIVE SEPTEMBER 1, 2021						
						1.25%
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Trades Employees						
Foreman	\$41.18	\$42.50	\$43.91			
Head Mechanic	\$43.57	\$45.04	\$46.56			
Assistant Mechanic	\$33.97	\$34.95	\$35.97			
Water Truck Operator	\$29.33	\$30.14	\$31.03	\$31.88	\$32.85	\$33.88
Sewage Truck Operator	\$29.33	\$30.14	\$31.03	\$31.88	\$32.85	\$33.88
Garbage Truck Operator	\$29.33	\$30.14	\$31.03	\$31.88	\$32.85	\$33.88
Building Maintainer	\$41.18	\$42.50	\$43.91			
Heavy Equipment Operator	\$41.18	\$42.50	\$43.91			
Janitor	\$25.13	\$25.75	\$26.40	\$27.07	\$27.80	\$28.51
Arena Maintainer	\$22.94	\$24.52	\$26.16	\$27.74	\$29.39	\$30.91
Recreation Facility Maintainer	\$22.94	\$24.52	\$26.16	\$27.74	\$29.39	\$30.91
Casual Municipal Services Operator	\$26.40					
Office Employees						
Clerk/Typist	\$25.13	\$25.75	\$26.40	\$27.07	\$27.80	\$28.51
Secretary/Interpreter	\$26.16	\$26.89	\$27.72	\$28.38	\$29.25	\$29.95
Lands Officer	\$25.97	\$26.84	\$27.79	\$28.66	\$29.66	\$30.65
Economic Development Officer	\$25.97	\$26.84	\$27.79	\$28.66	\$29.66	\$30.65
Post Office Employee	\$21.39	\$22.28	\$23.23	\$24.18	\$25.19	\$26.26
Community Outreach Justice Worker	\$29.76	\$31.01	\$32.30	\$33.65	\$35.04	\$36.51
Casual Employee	\$21.77					
Recreation Coordinator (certified)	\$38.81	\$40.15	\$40.92	\$42.94	\$44.46	\$46.02
Recreation Coordinator (uncertified)	\$25.97	\$26.84	\$27.79	\$28.66	\$29.66	\$30.65
Accounts Payable Officer*	\$29.76	\$31.01	\$32.30	\$33.65	\$35.04	\$36.51
Accounts Receivable Officer*	\$29.76	\$31.01	\$32.30	\$33.65	\$35.04	\$36.51
Airport Operations						
Airport Maintainer	\$41.18	\$42.50	\$43.91			

EFFECTIVE SEPTEMBER 1, 2022						
						1.25%
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Trades Employees						
Foreman	\$41.69	\$43.04	\$44.45			
Head Mechanic	\$44.11	\$45.61	\$47.14			
Assistant Mechanic	\$34.40	\$35.39	\$36.42			
Water Truck Operator	\$29.69	\$30.51	\$31.42	\$32.27	\$33.26	\$34.30
Sewage Truck Operator	\$29.69	\$30.51	\$31.42	\$32.27	\$33.26	\$34.30
Garbage Truck Operator	\$29.69	\$30.51	\$31.42	\$32.27	\$33.26	\$34.30
Building Maintainer	\$41.69	\$43.04	\$44.45			
Heavy Equipment Operator	\$41.69	\$43.04	\$44.45			
Janitor	\$25.45	\$26.07	\$26.73	\$27.41	\$28.15	\$28.86
Arena Maintainer	\$23.23	\$24.83	\$26.48	\$28.08	\$29.76	\$31.29
Recreation Facility Maintainer	\$23.23	\$24.83	\$26.48	\$28.08	\$29.76	\$31.29
Casual Municipal Services Operator	\$26.73					
Office Employees						
Clerk/Typist	\$25.45	\$26.07	\$26.73	\$27.41	\$28.15	\$28.86
Secretary/Interpreter	\$26.48	\$27.23	\$28.06	\$28.73	\$29.62	\$30.32
Lands Officer	\$26.29	\$27.18	\$28.14	\$29.02	\$30.03	\$31.04
Economic Development Officer	\$26.29	\$27.18	\$28.14	\$29.02	\$30.03	\$31.04
Post Office Employee	\$21.66	\$22.56	\$23.52	\$24.48	\$25.50	\$26.59
Community Outreach Justice Worker	\$30.13	\$31.40	\$32.70	\$34.07	\$35.47	\$36.97
Casual Employee	\$22.05					
Recreation Coordinator (certified)	\$39.29	\$40.65	\$41.44	\$43.47	\$45.02	\$46.60
Recreation Coordinator (uncertified)	\$26.29	\$27.18	\$28.14	\$29.02	\$30.03	\$31.04
Accounts Payable Officer*	\$30.13	\$31.40	\$32.70	\$34.07	\$35.47	\$36.97
Accounts Receivable Officer*	\$30.13	\$31.40	\$32.70	\$34.07	\$35.47	\$36.97
Airport Operations						
Airport Maintainer	\$41.69	\$43.04	\$44.45			

* Current incumbents in the positions of Accounts Payable Officer and Accounts Receivable Officer on September 13, 2019 are red-circled.

Letter of Understanding #1

The Employer and the Union agree that anyone performing services for the Employer who is part of a work placement program, and whose services for the Employer are funded, such as:

Summer students;
Social assistance recipients;
Work experience students

are not members of the bargaining unit.

Letter of Understanding #2

Termination of Third Party Funded Contracts

The Parties agree the following forms part of the Agreement:


The Employer and the Union acknowledge that a number of employees are employed as a result of the Employer entering into contracts with other agencies for the provision of services. A circumstance may arise where the funds that the Employer receives under these contracts are less than the Employer's cost of having employees provide these services.

Therefore the Employer and the Union agree:


1. In the event that the Employer is contemplating the termination of a contract with another agency which will have the effect of the lay off of one or more employees in the Bargaining Unit, the Employer 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.
2. At the request of either party, the Employer and the Union may meet within the thirty (30) day notice period to discuss alternatives to the termination of the contract. If there is a meeting, the Employer will (provided there are no confidentiality provisions in the contract which prevent it from doing so) provide the Union with a copy of the contract and its rationale for contemplating the termination of the contract.
3. If an agreement is reached between the Employer and the Union with respect to an alternative to the termination of the contract, that agreement shall become a Letter of Understanding, shall be signed by both the Union and the Employer, and shall be incorporated into the Collective Agreement.
4. If the Employer and the Union do not reach an agreement, the Employer may exercise its rights under the Collective Agreement.
5. Nothing in this Letter of Understanding requires the Employer to, or prevents the Employer from, terminating the contract.
6. Notice given to the Union under this Letter of Understanding shall not constitute notice of lay off under Article 51.03. The Employer will not give notice of lay-off under article 51.03 until at least 30 days following the notice which is provided to the Union under paragraph 1 of this Letter of Understanding.

SIGNED IN WHALE COVE, NU, this 28 day of April, 2021.

Hamlet of Whale Cove



~~Stanley Adjuk, Mayor~~
Percy Kabloona




~~Ian Coptland, SAO~~
Brian Fleming, SAO



Michelle Theriault, Negotiator

Public Service Alliance of
Canada



Jack Bourassa, Regional
Executive Vice-President



Natasha Nipisar, Committee
Member

Guy Enuapik, Committee
Member



Martin Rioux, Negotiator