

SOURCE	union		
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No. OF EMPLOYEES	17		
NOMBRE D'EMPLOYÉS	80.		

**COLLECTIVE AGREEMENT**

between

**HAMLET OF CLYDE RIVER**

AND

**PUBLIC SERVICE ALLIANCE OF CANADA**

as represented by its agent

**Nunavut Employees Union**

EFFECTIVE: May 1, 2003  
EXPIRES: March 31, 2006

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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 Clyde River 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) "Agreement" and "Collective Agreement" means this Collective Agreement.
  - (b) "Alliance" means the Public Service Alliance of Canada.
  - (c) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
  - (d) "Bargaining Unit" means all employees of the Employer excluding the Assistant Senior Administrative Officer, Foreman and the Senior Administrative Officer.
  - (e) "Casual Employee" means a person employed by the Employer for a period not exceeding four (4) months of continuous employment, in an existing or new classification. Casual Employees **will** not be entitled to benefits.
  - (f) A "common-law spouse" relationship is said to exist when for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be their spouse.
  - (g) "Continuous Employment and Continuous Service" means uninterrupted service with the Employer and;
    - (i) with reference to re-appointment of a lay-off or a temporary lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment.
    - (ii) where an employee ceases to be employed due to health reasons or injury and is re-employed within a period of two (2) years, his period of employment for purposes of sick leave, special leave and vacation leave shall be considered as continuous employment.

- (h) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (i) "Demotion" means the appointment of an employee for reasons of incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position.
- (j) "Dependent" means a person residing with an employee who is: the employee's spouse (including common-law); child, step-child, adopted child (who is under nineteen years of age and dependent upon the employee for support or being nineteen years or more and dependent upon the employee by reason of mental or physical infirmity); or any other relative of the employee's household who is wholly dependent upon the employee for support by reason of mental or physical infirmity.
- (k) "Employee" means a member of the bargaining unit.
- (l) "Employer" means the Hamlet Council of Clyde River, as represented by the Senior Administrative Officer of the Municipal Corporation.
- (m) "Fiscal Year" means the period of time from April 1 in one year to March 31 in the following year.
- (n) "Grievance" means a complaint in writing that an employee, a group of employees or the Union submits to the Employer, or the Employer submits to the Union, to be processed through the grievance procedure.
- (o) "Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement.
- (p) "Lay-off" means an employee whose employment has been terminated because of lack of work, lack of funding or discontinuance of a function.
- (q) "Leave of Absence" means absence from duty with the Employer's permission.
- (r) "Lieu time" means the equivalent leave with pay taken in lieu of cash payment.
- (s) "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 other levy.
- (t) "Overtime" means work performed by an employee before or after or in excess or outside of his usually scheduled hours of work.
- (u) "Permanent Part-time Employee" means a person employed by the Employer, whose scheduled hours of work are less than the normal hours of work scheduled in a day, week or month for full time employees.
- (v) "Probation" means a period of six (6) months on initial appointment or a period of four (4) months after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion, the Employer shall appoint him to his former position.

- (w) "Project/Summer Casual Employee" means a person employed by the Employer for a period not exceeding four (4) months of continuous employment, not in an existing or new classification, funded through a short term contract with an outside agency. Project/Summer Casual Employees will not be entitled to benefits and will receive wages as stipulated in the funding contract.
- (x) "Promotion" means the appointment of an employee to a new position, the rate of pay which exceeds that of his former position.
- (y) "Rates of Pay"
  - (i) "Daily rate of pay" means an employee's hourly rate of pay multiplied by the employees daily hours of work as set out in Article 24;
  - (ii) "Weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
  - (iii) "Bi-weekly rate of pay" means an employee's daily rate of pay multiplied by ten (10)
  - (iv) "Annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
  - (v) "Monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).
- (z) "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.
- (aa) "Seniority" is defined as length of service with the Employer and shall be applied on a bargaining unit wide basis. Seniority shall be a prime factor applied in determining preference for promotions, transfers, lay-off and recall.
- (bb) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (cc) "Week" for the purposes of this Agreement shall be deemed to commence on Monday and terminate at midnight on Sunday.
- (dd) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement if defined in the Labour Standards Act or in the Regulations made thereunder, the Interpretation Act or the Canada Labour Code have the same meaning as given to them in those Acts.

2.03 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies.

2.04 "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.

### ARTICLE 4 - HUMAN RIGHTS

#### Discrimination

- 4.01 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, sexual orientation, race, creed, colour, national or ethnic origin, marital status, family status, disability, conviction for which a pardon has been granted, political or religious affiliation, nor by reason of union membership or activity. Notwithstanding the above the Employer may implement Affirmative Action plans.
- 4.02 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability arising as a result of his employment with the Employer.

#### Sexual Harassment

- 4.03 The Employer is committed to promoting a work environment which is free from sexual harassment. **Every** employee has the right to freedom from harassment in the workplace because of sex by his/her Employer, or agent of the Employer or by another employee.

#### Equal Pay for Work of Equal Value

- 4.04 The Employer agrees to recognize the principals of Equal pay for work of equal value regardless of the sex of the employee.

### ARTICLE 5 - APPLICATION

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

#### Part-time Employees

- 5.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compared to the standard work week.

#### Agreement Costs

- 5.03 The Employer and the Union will share equally all the costs associated with the printing, translation and distribution of the Collective Agreement. The Union will facilitate said printing and distribution. If an Inuktitut version of the Collective Agreement is prepared, the English version shall govern.

#### Abandonment of Position

- 5.04 An employee who is absent without leave for a period of five (5) days shall be declared to have abandoned his position. The Labour/Management Committee may reinstate an employee who has abandoned his position.

## ARTICLE 6 - CONFLICT OF PROVISIONS

- 6.01 Where there is any conflict between the provisions of this Agreement and any policy dealing with terms and conditions of employment issued by the Employer the provisions of this Agreement shall prevail.

## ARTICLE 7 - MANAGERIAL RESPONSIBILITIES

- 7.01 Except to the extent provided in this Agreement, this Agreement in no way restricts the Employer in the management of the Hamlet of Clyde River and the direction of its working force. Management shall exercise its rights in a manner which is fair, reasonable, and consistent with the terms of this Agreement.

## ARTICLE 8 - STRIKES AND LOCKOUTS

- 8.01 During the life of this Agreement, there shall be no interruption or impeding or **work**, work stoppage, strike, sit down, or any other interference with production by any employee or Employer, nor shall there be any lockouts by the Employer.

## ARTICLE 9 - EMPLOYER DIRECTIVES

- 9.01 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 Agreement, the Employer shall request and consider the advice of the Union prior to issuing such directives.

## ARTICLE 10 - RESTRICTION ON OUTSIDE EMPLOYMENT

- 10.01 Subject to Clause 10.02, an employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.
- 10.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and his outside interests; and
  - (b) certain knowledge and information available only to Hamlet of Clyde River personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

## ARTICLE 11 - APPOINTMENT OF REPRESENTATIVE

- 11.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the name of its representatives and alternates within a reasonable period.

## ARTICLE 12 - TIME-OFF FOR UNION BUSINESS

### Arbitration Hearings: Employee called as a Witness

- 12.01 The Employer will grant leave with pay to an employee called as a witness before an Arbitrator and where operational requirements permit, leave with pay to an employee called as a witness by the Union.

### Arbitration Hearing (Grievance)

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

### Employee who acts as a Representative

- 12.03 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

- 12.04 The Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.
- 12.05 Where an employee and his representative are involved in the process of his grievance, he or they shall be granted reasonable time off.

### Contract Negotiations Meetings

- 12.06 The Employer will grant leave with pay for three (3) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

### Meetings Between Employee Organizations and Management

- 12.07 The Employer will grant time-off with pay for up to three (3) employees who are meeting with management on behalf of the Union.

### Union, Full Executive Meetings, Congress and Conventions

- 12.08 The Employer will grant, operational requirements permitting, reasonable leave without pay or benefits 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.

### Representative Training Course

- 12.09 The Employer will grant, operational requirements permitting, reasonable leave without pay or benefits 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

- 12.10 A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- 12.11 The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.

#### Leave for Elected Union Officers

- 12.12 Employees elected as President, 1<sup>st</sup> Vice-President, 2<sup>nd</sup> Vice-President and Regional Vice-President of the Union shall be granted leave without pay for the term of office. During the period of leave without pay such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 12.13 Such employees shall advise the Employer as soon as possible when an extension of the leave without pay is applicable due to re-election.
- 12.14 Upon termination of their leave without pay such employee shall be offered, as a minimum, the position they held with the Employer before they commenced the leave without pay. When such employees wish to invoke this clause, they shall provide the Employer with a three-month notice of their intent to do so.
- 12.15 Notwithstanding clause 12.14, the Employer may make an offer of employment to employees to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.
- 12.16 Employees on leave without pay under this Article shall not accumulate seniority.

#### One Week Secondment

- 12.17 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 13 - CHECK OFF**

- 13.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 13.02 The Alliance shall inform the Employer in writing of the Membership Fees to be checked off for each employee within the Bargaining Unit.
- 13.03 For the purpose of applying Clause 13.01, 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.
- 13.04 No employee organization, other than the Alliance shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.

- 3.05 The amounts deducted in accordance with Clause 13.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 13.06 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 13.07 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

**ARTICLE 14 - UNION ACCESS TO EMPLOYER PREMISES**

- 14.01 Upon reasonable notice and at reasonable times the Employer shall permit access to its work premises of an accredited representative of the Union.

**ARTICLE 15 - INFORMATION**

- 15.01 The Employer agrees to provide the Union within thirty (30) days of change occurring in the Bargaining Unit, with the name, address, job title, rate of pay 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.
- 15.02 The Employer shall provide each employee with a copy of the Collective Agreement.

**Provision of Bulletin Board Space and Other Facilities**

- 15.03 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.
- 15.04 The Employer shall make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 15.05 Upon reasonable notice and when the space is available the Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room for each local or branch to be used from time to time for the conducting of business relating to the Bargaining Unit.

**ARTICLE 16 - DESIGNATED PAID HOLIDAYS**

- 16.01 The following days are Designated Paid Holidays for Employees:
  - (a) New Year's Day
  - (b) Good Friday
  - (c) Easter Monday
  - (d) The Queen's birthday
  - (e) Canada Day
  - (f) The first Monday in August, or another day fixed by order of the Commissioner of Nunavut.
  - (g) Labour Day

- (h) Thanksgiving Day
  - (i) Remembrance Day
  - (j) Christmas Day
  - (k) Boxing Day
  - (l) One additional day when proclaimed by an Act of Parliament as a National Holiday
  - (m) Up to one or more additional days when proclaimed by the Mayor of Clyde River.
- 16.02 Clause 16.01 does not apply to an employee who is absent without leave on either the working day immediately preceding or the working day following the Designated Paid Holiday.
- Holiday Falling on a Day of Rest
- 16.03 When a Designated Paid Holiday under Clause 16.01 coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his day of rest.
- 16.04 When a Designated Paid Holiday is moved to another day under the provisions of Clause 16.03 **work** performed by an employee on the day:
- (a) from which the Designated Paid Holiday was moved shall be considered as **work** performed on a day of rest
  - (b) to which the Designated Paid Holiday was moved, shall be considered as **work** performed on a Designated Paid Holiday.
- 16.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of work or as overtime when he is not scheduled to work, he shall be paid in addition to the pay that the employee would have been granted had he not worked on the Designated Paid Holiday, time and one half for all hours worked.
- 16.06 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.
- 16.07 At the request of the employee, an employee shall not be required to work both Christmas and New Year's Day except in emergencies.

#### ARTICLE 17 - LEAVE - GENERAL

- 17.01 When the employment of an employee who has completed one (1) or more years of continuous employment is terminated by death or layoff, and that employee has been granted more vacation or sick leave than he has earned, the employee shall be considered to have earned the amount of leave granted to him.
- 17.02 During the month of April in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick, and vacation leave credits as of the 31st day of March.

## ARTICLE 18 - VACATION LEAVE

### Accumulation of Vacation Leave

- 18.01 For each month of a fiscal year in which an employee receives ten (10) days pay, the employee shall earn Vacation Leave at the following rates:
- (a) One and one-quarter ( $1\frac{1}{4}$ ) 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 ( $1\frac{2}{3}$ ) 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 ( $2\frac{1}{12}$ ) days each month commencing in the month after completion of seven (7) years of continuous employment and ending in the month that fifteen (15) years of continuous service is completed.
  - (d) Two and one-half ( $2\frac{1}{2}$ ) days each month commencing in the month after completion of fifteen (15) years of continuous service.
- 18.02 The accumulated service for part time employees shall be counted for the improved vacation entitlements on a prorated basis. Part-time employees shall receive leave with pay prorated to reflect their average weekly hours of work.

Casual and Project/Summer Casual Employees shall not accumulate vacation leave. They shall receive vacation pay of 4% paid every pay period.

### Granted on Vacation Leave

- 18.03 The Employer shall grant vacation leave at times convenient to both the Employer and the employee.
- 18.04 An employee shall continue to receive settlement allowance while on vacation leave.
- 18.05 Where the employee is seeking five or more days of vacation leave, the employee shall request that leave in writing at least seven days prior to the anticipated commencement date of the leave requested. The Employer shall make every reasonable effort to reply to the request for vacation leave submitted by the employee within five (5) days after the request has been received in writing. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such denial of vacation leave.
- 18.06 Where in respect of any period of vacation leave, an employee is granted:
- (a) special leave with pay, when there is a death in their 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.

Carry-over Provisions

- 18.07 Employees are permitted to carry over any number of vacation leave credits earned from one fiscal year to the next.

Leave When Employment Terminates

- 18.08 Where an employee dies or otherwise terminates his employment, the employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment.

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

Travel Time

- 18.10 Each employee upon taking vacation leave shall be entitled to one (1) day leave for travel purposes each year.

Winter Bonus Days

- 18.11 Any employee taking annual leave between October 1st and March 31st of any year shall receive one (1) extra day of leave, with pay for every five (5) days of leave taken.

**ARTICLE 19 - SPECIAL LEAVE**

- 19.01 After one (1) year's continuous service an employee who gives advance notice to the Senior Administrative Officer may be granted special leave with pay up to five (5) working days per year, when;

- (a) there is a death in the employee's immediate family,
- (b) an employee's spouse gives birth,
- (c) an employee gets married,
- (d) a spouse, dependant child or relative permanently residing in the employee's household or with whom the employee permanently resides becomes ill, provided that a medical certificate is provided,
- (e) an employee assists in civil defence, search and rescue or reserve forces training including involvement with cadets or Arctic Rangers,
- (f) an employee attends Bible Conference, District Education Authority (DE-A) or Hunters and Trappers Association (HTA) meetings or conferences,

- (g) an employee participates in an activity that the Employer determines to be for the general benefit of the hamlet.
- 19.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 19.03 Employees shall be able to carry over any unused special leave from one fiscal year to the next, to a maximum of fifteen (15) days. Special leave shall not be paid out

#### ARTICLE 20 - SICK LEAVE CREDITS

- 20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1%) days for each calendar month for which the employee receives pay for at least ten (10) days.
- 20.02 Unless otherwise informed by the Employer an employee must sign a statement describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties if;
- (a) the period of leave requested does not exceed three (3) working days, and
  - (b) in the current fiscal year, the employee has not been granted sick leave on more than nine (9) occasions wholly on the basis of statements signed by him.
- 20.03 An employee is required to produce a certificate from a qualified medical practitioner, certifying that the employee is unable to carry out his duties due to illness for;
- (a) sick leave in excess of three (3) working days;
  - (b) any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave on nine (9) occasions wholly on the basis of the statements signed by him.
- 20.04 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least 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, at the discretion of the Employer, the employee may be granted sick leave in advance to a limit of fifteen (15) days which shall be charged against future credits as earned. To be eligible for such an advance, the employee must provide the Employer with a medical certificate satisfactory to the Employer. If the employee dies or is laid off before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee or the employee's estate. If the employee's employment is terminated for any other reason, the employee must repay to the Employer unearned sick leave which has been advanced. The Employer may deduct this amount from any amounts owing to the employee on termination of employment.

Transportation to a Medical Centre Travel Time

- 20.06 Every employee who is proceeding to a medical centre or to receive emergency dental treatment shall be granted leave of absence with pay which is to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to a medical centre and return.

Wellness Bonus

- 20.07 If an employee does not use any sick leave credits in a year then one (1) sick leave credit may be transferred to annual leave at the discretion of the employee.

**ARTICLE 21 - INJURY ON DUTY LEAVE**

- 21.01 An employee shall be granted injury-on-duty leave with pay to a maximum of sick leave credits he has accumulated, while awaiting a decision from Worker's Compensation Board as to the compensability of the injury. The employee may be entitled to sick leave in advance in accordance with Clause 20.05. The employee will have his sick leave reinstated and sick leave advances cancelled provided that the Employer is reimbursed by the employee or the Workers' Compensation Board for that period of absence

**ARTICLE 22 - PARENTAL LEAVE**

Care and Nurturing for Pre-school Children

- 22.01 At the request of an employee, the Employer may grant leave without pay in one (1) or more periods of time to a total maximum of two (2) years during an employee's total period of employment may be provided for the care and nurturing of pre-school children.

Maternity Leave

- 22.02 Subject to Clause 22.03, an employee who becomes pregnant shall:
- (a) Notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy; and
  - (b) Be granted leave of absence without pay, commencing eleven (11) weeks before the expected date of termination of her pregnancy and ending not later than twenty-six (26) weeks after the date of termination of her pregnancy.
- 22.03 At the request of an employee, the Employer may vary the time specified in Clause 22.02 provided that the employee submits the written approval of either a qualified medical practitioner or a person approved by the Deputy Minister of Health.
- (a) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.

- .04 An employee who has been continuously employed for six (6) months, who has applied for maternity leave, and who provides the Employer with proof that she is in receipt of Employment Insurance benefits shall be entitled to a maternity leave allowance.
- 22.05 Maternity leave allowance payments will consist of:
- (a) for two (2) weeks, ninety-three (93%) percent of the employee's weekly rate of pay;
  - (b) for up to an additional fifteen (15) weeks, a payment equal to the difference between ninety-three (93%) percent of the employee's weekly rate of pay and the amount of Employment Insurance benefits being received by the employee.
  - (c) Where an employee becomes eligible for a pay increase or an economic increase in the period in which the employee was in receipt of maternity leave allowance, the payments shall be adjusted accordingly.
- 22.06 An employee receiving maternity leave allowance payments shall sign a certificate stating that she will return to work and remain in the Employer's employ for a period of at least six (6) months after the expiry of her maternity leave, and that she will return to work immediately following the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- 22.07 Should the employee fail to return to work in accordance with Clause 22.06, except by reason of death, disability or lay off, the employee recognizes that she is indebted to the Employer for the total amount of maternity leave allowance. Should the employee not remain in the Employer's employ for a period of at least six (6) months following the expiry of her maternity leave, the employee recognizes that she is indebted to the Employer for a prorated portion of her maternity leave allowance, based upon the number of months she has remained in the Employer's employ.
- 22.08 Maternity leave without pay granted by the Employer shall be counted for the calculation of continuous employment.

Parental Leave without Pay

- 22.09 Where an employee has or will have the actual care and custody of his/her newborn child; or where an employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority, the employee shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- 22.10 Parental leave granted by the Employer shall be counted for the calculation of continuous employment.
- 22.11 Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- 22.12 Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both employees combined.



- 2.13 Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of the maternity leave and the duration of both periods of leave shall not exceed a total of fifty-two (52) weeks.

## **ARTICLE 23 - OTHER TYPES OF LEAVE**

### Court Leave

- 23.01 Subject to Clause 23.02 below, leave of absence shall be given to employees who are required to serve on a jury or by subpoena or summons to attend as a witness in any proceeding held:
- (a) in or under the authority of a court of justice or before a grand jury;
  - (b) before a court, judge, magistrate, or coroner;
  - (c) 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 his position;
  - (d) 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;
  - (e) 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.

- 23.02 Notwithstanding anything contained in this Article, there shall be deducted from the regular pay of the employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

### Leave Without Pay

- 23.03 The Senior Administrative Officer may grant leave without pay up to one (1) month and Hamlet Council may grant leave without pay up to one (1) year to any employee.

## **ARTICLE 24 - HOURS OF WORK**

### General

- 24.01 The work week shall be Monday to Friday inclusive with a scheduled work day of:
- (a) seven and a half (7½) consecutive hours, exclusive of a lunch period for office staff. The usual hours of work shall be between the hours of 8:30 a.m. and 5:00 p.m.
  - (b) eight (8) consecutive hours, exclusive of a lunch period for outside workers. The usual hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m.

### Non Standard Work Week

- 24.02 The following positions will work a non standard work week and may be required to work days other than Monday to Friday as part of a work week:

- (a) The Recreation and Canteen Worker positions shall be a maximum of eight (8) hours per day, forty (40) hours per week. The hours will be mutually agreed between the Employee, the Recreation Committee and the Senior Administrative Officer.
  - (b) The Observer Communicators shall work such hours as may be determined by the Employer. Should the Employer wish to change these hours, all affected employees will be advised in advance.
- 24.03 The minimum hours of work shall be scheduled between Monday and Friday inclusive with a minimum scheduled work week of:
- (a) Twenty-five (25) hours per week for the planning and lands administrator.
  - (b) Thirty-two (32) hours per week for the garbage crew.

Part-time

- 24.04 Part-time employees shall not be subject to Clause 24.01 mentioned above, but shall be assigned as required to hours of work which shall not exceed seven and a half (7.5) hours per day or thirty-seven and a half (37.5) hour per week for administrative work or shall not exceed eight (8) hours per day or forty (40) hours per week for shop work.

Breaks

- 24.05 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid point of the first half of their shift, and shall be entitled to a rest period, with pay, of fifteen (15) minutes duration, commencing on or about mid point of the second half of their shift. An employee may absent himself from his place of work during such rest periods, but for each such rest period shall not be absent with pay from his place of work for more than fifteen (15) minutes.

Lunch Break

- 24.06 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the work day as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees..

Flexible Hours

- 24.07 Subject to operational requirements, an employee may request and the Employer may grant flexible or staggered hours.

**ARTICLE 25 - OVERTIME**

- 25.01 In this Article:
- (a) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work after thirty-seven and one half (37½) or forty (40) hours, depending on classification.
  - (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 two (2) times the straight time rate.
- 25.02 Employees shall record starting and finishing times of overtime worked in a form determined by the Employer.
- 25.03 The Employer shall make every reasonable effort to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work and to give employees who are required to work overtime reasonable advance notice of this requirement.
- 25.04 Except in the case of an emergency an employee may for cause refuse to work overtime, providing he places his refusal in writing.
- 25.05 Overtime worked after thirty-seven and a half (37½) or forty (40) hours, straight time depending on classification, shall be compensated at time and one-half (1½) an employee's regular rate of pay except that overtime worked:
- (a) in excess of four (4) consecutive hours either preceding or following an employee's regular shift and
  - (b) overtime worked in excess of eight (8) consecutive hours on an employee's first day of rest and
  - (c) overtime worked on an employee's second day of rest shall be compensated at double time.
- 25.06 An employee shall be granted, time off in lieu of cash compensation for overtime worked. The dollar value of such overtime shall be held as a credit to said employee, who shall take time off in lieu up to the cash value of said credit. Lieu time off shall be taken at a time which is mutually agreed by the employee and the Employer. An employee may choose to be paid cash for any overtime worked.

#### **ARTICLE 26 - PAY**

- 26.01 Employees are entitled to be paid for services rendered for the position to which they are appointed in accordance with Appendix A.
- 26.02 Employees shall be paid at the start of their shift on a bi-weekly basis with pay days being every second Thursday. Employees may request to be paid weekly.
- 26.03 The Employer shall provide a letter in Inuktitut explaining the codes set out on the employee pay stubs, and shall make this letter available for employees.

#### Acting Pay

- 26.04 When an employee is required by the Employer in writing to perform the duties of a higher classification level on an acting basis, for at least one (1) day, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts. The Employer may delegate acting authority to a higher position of classification.

#### Vacation Pay

- 26.05 An employee shall be paid his vacation leave, lieu time and travel time at least forty eight (48) hours in advance provided that the employee's leave is for five working days or more. No vacation leave, lieu time or travel time will be paid if the employee takes less than five working days of vacation leave.

#### Salary Increases

- 26.06 The Employer agrees to pay the negotiated salary increases to every employee not later than thirty (30) calendar days following the date that this Agreement is signed and on the first pay day after any subsequent salary increases become effective.
- 26.07 With the written authorization of the employee, the Employer shall make deductions from amounts paid to an employee for amounts owing to the Employer, or amounts owing by an employee to the Nunavut Housing Corporation, and the Clyde River Housing Association, and payments for Canada Savings Bonds.

#### Advance

- 26.08 Up to three (3) times each year, the Employer will advance to an employee any wages owing by the Employer to that employee, upon the employee's written request.

#### Garnishee

- 26.09 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 27 - CALL-BACK AND REPORTING PAY**

#### Call-back Pay

- 27.01 When an employee is recalled to work overtime or on a designated paid holiday he shall be paid the greater of compensation at:
- (a) the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the straight time rate.
- 27.02 Only one (1) call out will be credited per four (4) hour period of work.

#### Reporting Pay

- 27.03 If an employee reports to work on his regularly scheduled shift and there is insufficient work available he is entitled to four (4) hours pay.

#### Blizzard Day

- 27.04 When a blizzard day is declared, the Employer will make every effort to notify employees as soon as possible. When a blizzard day is declared, the Employer may vary the hours of work for:

Water Truck Driver  
Water Truck Helper  
Sewer Truck Driver  
Sewer Truck Helper  
Heavy Equipment Operator  
Airport Maintainer  
Observer/Communicator

If an employee's hours of work are not varied for a blizzard day, the employee shall be paid four (4) hours pay for the blizzard day.

## ARTICLE 28 - CLASSIFICATION AND JOB DESCRIPTIONS

- 28.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within ninety (90) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 28.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his statement of duties.

### Job Descriptions

- 28.03 When an employee is first hired the Employer shall, provide the employee with a written Job Description.
- 28.04 Upon written request, an employee shall be entitled to a complete and current Job Description.

## ARTICLE 29 - VACANCIES, JOB POSTINGS AND PROMOTIONS

- 29.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted for three (3) full working days on the Union notice board. An employee desiring a position must make application in writing to the Manager within four (4) working days of the first day of posting. The applicants' skills and knowledge shall be considered objectively by the Employer with a view to determining the potential of the applicants to perform the job effectively and where applicants are considered reasonably equal in this respect, seniority shall govern.
- 29.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers and new positions, the job shall be awarded within fifteen (15) working days of posting to the successful applicant.
- 29.03 The Employer may transfer employees from one position to another on a temporary basis. Such temporary transfers shall not exceed thirty (30) calendar days.

- 29.04 New employees shall not be hired when there are permanent employees on lay-off qualified to perform the job.
- 29.05 Nothing in this Article requires the Employer to fill any position that may be vacant.

#### **ARTICLE 30 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 30.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 32 to correct any inaccuracies in his performance appraisal.
- 30.02 The formal review of an employee's performance shall incorporate an opportunity for the employee to state his career development goals in relation to employment with the Employer. Employees shall have the opportunity to participate in "In Service Training", retraining or other training which may be made available by the Employer.

##### Employee File

- 30.03 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware of, by the provision of a copy thereof at the time of filing or within reasonable time thereafter.
- 30.04 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 two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- 30.05 Upon written request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer and the Union.

#### **ARTICLE 31 - TRAINING**

- 31.01 When an employee or the Employer identify a need for training, the Employer will investigate diether such training is available. If the Employer determines that training is available, it will be offered to the employee.
- 31.02 If the Employer arranges for training, the Employer will advise the employee of the location, date, time and method of training.
- 31.03 When possible, training will be provided during working hours. Employees will not be paid overtime while on training or while travelling to or from training.
- 31.04 The Employer will provide refresher training where possible and where such training has been identified by an employee or the Employer.

- .05 Employees who are provided with training, whether within or outside of Clyde River and who fail to complete the training because of absenteeism will be disciplined and will be required to refund the cost of the training to the Employer. This will not apply where the absenteeism is for reasons beyond the control of the employee.

### ARTICLE 32 - ADJUSTMENT OF DISPUTES

32.01 Any difference concerning the interpretation, application, operation or alleged violation of this Agreement, including any disciplinary action taken by the Employer against an employee or group of employees resulting in demotion, suspension or a financial penalty and any matter of dismissal from the Employer letter of discipline or inaccuracies in a performance appraisal placed on an employee's personal file and any question as to whether a difference is arbitrable, shall be settled in accordance with the procedures contained herein.

32.02 The procedure for the final resolution of the grievances listed in Clause 32.01 above is to Arbitration except for letters of discipline placed on an employee's personal file and inaccuracies in his performance appraisal in which case the final resolution is the final level of the grievance procedure.

#### Procedure

32.03 A grievance shall not be deemed to be invalid by reason only of the fact it is not in accordance with a form supplied by the Employer.

32.04 If he so desires, an employee may be assisted and represented by the union when presenting a grievance at any level.

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

32.06 The Union on behalf of an employee or group of employees shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement.

32.07 The Employer shall designate a representative at each level in the grievance procedure to receive grievances. The Employer shall inform employees and the Union of the name of these representatives.

32.08 An employee or the Union on behalf of an employee or group of employees, who wish to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Senior Administrative Officer a-ho shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
- (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him.

32.09 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:

- (a) First Level (Senior Administrative Officer)
- (b) Second Level (Hamlet Council)
- (c) Labour Management Committee Review
- (d) Final Level (Arbitration)

32.10 Where an employee has been represented by the Union in the presentation of his 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.

32.11 The Union shall have the right to consult with the Senior Administrative Officer with respect to a grievance at each or any level of the grievance procedure.

32.12 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.

#### Time Limits

32.13 An employee or the Union on behalf of an employee or group of employees may present a grievance to the first level of the procedure within twenty-five (25) calendar days.

32.14 The Employer shall reply in writing to a grievance within twenty-one (21) days at level one, within thirty (30) calendar days at level 2.

32.15 An employee or the Union on behalf of an employee or group of employees may present a grievance at each succeeding level in the grievance procedure beyond the first level where the,

- (a) decision or settlement is not satisfactory to the grievor, within twenty-one (21) calendar days after that decision or settlement has been conveyed in writing to him by the Employer; or

- (b) Employer has not conveyed a decision to the grievor within the time prescribed in Clause 32.14 within twenty-one (21) calendar days after the day the reply was due.

32.16 The Labour/Management Committee shall attempt to resolve any matter ten (10) days prior to arbitration referral.

32.17 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. If a grievance is not presented or advanced within the time limits set out in this Article, the grievance shall be considered abandoned, and shall not later be presented or advanced.

32.18 Employer grievances shall be filed directly with the president of the Union.

#### Health and Safety

32.19 The Union on behalf of an employee or group of employees shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure.



### Dismissal

- 32.20 No employee shall be dismissed without first being given notice in writing together with the reason therefore. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.

### Arbitration

- 32.21 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 his desire to submit the difference or allegation to arbitration.
- 32.22 The parties agree that arbitration referred to in Clause 32.21 shall be by a single arbitrator.
- 32.23 If an arbitrator selected is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be selected and an arbitrator is found to hear the parties within the above mentioned thirty (30) day period. Such time limit may be extended by mutual agreement.
- 32.24 The arbitrator has all of the powers granted to arbitrators under Section 13 of the Arbitration Act and under the Canada Labour Code in addition to any powers which are contained in this Agreement.
- 32.25 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.
- 32.26 The award to the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 32.27 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.
- 32.28 The Employer and the Union shall each pay one-half (½) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 32.29 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of 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.
- 32.30 In addition to the powers granted to arbitrators under Section 13 of the Arbitration Act and the Canada Labour Code the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may

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

### ARTICLE 33 - CIVIL LIABILITY

- 33.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties then, the employee, upon being served with any legal process, upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Senior Administrative Officer of any such notification or legal process.
- 33.02 The Employer shall pay any damage or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or 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 gross disregard or neglect of his duty as an employee. The employee shall not enter into any settlement agreement without the express written authority of the Employer and if he does enter into any such settlement agreement without proper authorization he agrees to waive any rights provided to him under this Article.
- 33.03 Upon the employee notifying the Employer in accordance with Clause 33.01 above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The employee agrees to cooperate fully with appointed counsel.
- 33.04 If upon adjudication of a matter arising out of this Article there is a finding that the employee was not acting in the performance of his duties at the time of the alleged tort then he shall be indebted to the Employer for an amount equal to the expenses incurred on his behalf pursuant to this Article. Prior to said recovery the Employer and employee shall discuss an acceptable recovery schedule.

### ARTICLE 34 - LABOUR/MANAGEMENT COMMITTEE

34.01 A Labour/Management Committee will be formed to consult on matters of:

- (a) Health and Safety
- (b) Employee Assistance Program
- (c) Third level review- of grievances
- (d) Abandonment of position appeals
- (e) Long Service award program development
- (f) Annual budget input and review meeting
- (g) Clothing and safety supply procedure
- (h) Joint Consultation on non-grievance matters

and other matters of mutual interest.

34.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.

- 4.03 The Employer shall post the names of the Labour/Management Committee members in a prominent place. There may be change of participants from time to time.
- 34.04 The Labour/Management Committee will meet at least once each two (2) months at a pre-established time, and at other times at the request of either party. The role of Chairman will alternate between the Employer and the Union.
- 34.05 In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with provisions of Article 35.
- 34.06 In matters of Safety and Health, the Labour/Management Committee will follow the provisions of Article 36.
- 34.07 In matters of finance, the annual statements shall be tabled with the Labour/Management Committee.

#### ARTICLE 35 - EMPLOYEE ASSISTANCE PROGRAM

- 35.01 In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself ~~with~~ poor work performance resulting from suspected alcohol or drug addiction.
- 35.02 Should this item of business arise during a Labour/Management Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following provisions:
  - (a) That alcohol and drug addictions are medical disorders, and
  - (b) That an employee should be encouraged to remedy a disorder due to an addiction, and
  - (c) That benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such a time that he or she seeks to correct this disorder, and
  - (d) That the decision to undertake treatment is the responsibility of the employee, and
  - (e) That the decision to seek treatment will not affect job security.

#### ARTICLE 36 - SAFETY AND HEALTH

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

##### Provision of Legislation

- 36.02 The Employer shall make available a copy of the *Safety Act and Regulations*.

##### Right to Refuse Dangerous Work

- 36.03 An employee shall have the right to refuse to work in dangerous situations.

- 36.04 An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health or safety of any other person at the place of employment until sufficient steps have been taken to satisfy him otherwise, or until the Safety Officer has investigated the matter and advised him otherwise.
- 36.05 No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in Clause 36.04 above. If another employee is going to use or operate any machine, device, material or thing or perform any part of the work which has been refused, the Employer shall notify the other employee of the refusal.

#### Transportation of Injured Workers

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

#### Protective Equipment

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

#### Protective Rights of Pregnant Workers

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

#### The Right to Know Hazard Identification

- 36.09 The Employer shall identify in writing in both appropriate languages new or presently used chemical substances or equipment in the work area including hazards or suspected hazards, precautions or antidotes or procedures to be followed following exposure. Work area shall include third party premises.

#### First Aid

- 36.10 The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
- 36.11 The Employer shall ensure that first aid kits are provided and are readily accessible at all times, including third party premises. Said first aid kits shall be kept well stocked at all times.

#### First Aid Training

- 36.12 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. Employees attending these courses outside of their regular working hours will not be entitled to overtime.

Smoke-Free Workplace

- 36.13 Should the Employer become "Smoke-free", the Employer shall provide a designated area in each workplace where smoking will be permitted.

Video Display Terminals

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

First Aid Attendants and Locations

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

Workplace Environmental Protection

- 36.16 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

- 36.17 Where toxic or suspected and/or confirmed carcinogenic chemicals or substances are identified as being present in the workplace, the Committee shall:
- (a) Remove and/or substitute chemicals or substances in the work procedure; or
  - (b) Introduce engineering controls to provide complete isolation between said chemicals and/or substances and the worker(s); and
  - (c) Maintain ongoing monitoring of the workplace.
  - (d) Where a dangerous substance cannot be removed or replaced, a notice indicating that a danger exists shall be posted.

Labour/Management Committee

- 36.18 In addition to following all of the safety and health provisions of Clauses 36.01 to 36.17, the Labour/Management Committee will ensure the following duties are carried out.

Investigations Concerning Health/Work Hazards and Injuries

- (a) The Labour/Management Committee shall conduct such investigations as may be necessary to identify, seek remedy and or to determine the circumstances surrounding work injuries and health hazards arising in the workplace, including third party premises.
- (b) These investigations shall be completed without loss of pay or fear of reprisal.
- (c) All investigations shall be conducted in the presence of Labour/Management Committee members.

### Reports and Information Arising from Investigators

- (d) Reports of all investigations concerning Health/Work hazards and injuries shall be submitted to the Labour/Management Committee as well as to the Union Representative and Employer, who may request further information from the person(s) who conducted the investigation.
- (e) If the Employer receives a copy of the report of injury it shall be passed on to the Union.

### ARTICLE 37 - CLOTHING ISSUE AND PROTECTIVE EQUIPMENT

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

- (a) Hard hats
- (b) Aprons
- (c) Welding goggles
- (d) Dust protection
- (e) Eye protection, except prescription lenses
- (f) Ear protection

The Employer shall supply employees with the articles of equipment as required.

37.02 When the articles mentioned in Clause 37.01 above are presented worn or damaged beyond repair by an employee, they shall be replaced at no cost to the employee.

37.03 The Employer will provide each maintenance and outside worker the following:

- (a) One pair of safety boots every two years or sooner if presented worn or damaged beyond repair as a result of employment with the Employer.
- (b) One pair of coveralls each year, alternating between winter and summer coveralls. As well, coveralls will be replaced upon presentation of coveralls that are worn or damaged beyond repair,
- (c) gloves for garbage, water and sewage workers, heavy equipment operators, and mechanics. Water and sewage employees will receive winter rubber gloves.

### ARTICLE 38 - TRADES

#### Tool Replacement

38.01 When an employee, including an apprentice, presents a worn out or broken tool which he uses in the regular performance of his work, to the foreman for verification, the Employer agrees to replace such tool with a tool of similar quality.

#### Tool Purchase

38.02 Upon request, the Employer will purchase tools on behalf of trade employees required to own their own tools and will be reimbursed full costs by those employees.

## ARTICLE 39 - SETTLEMENT ALLOWANCE

- 39.01 Settlement Allowance will be paid to every full time employee and to those permanent part-time employees working in a program funded position appropriately funded for northern allowance.
- 39.02 Employees will be paid the Settlement Allowance prorated to an hourly rate, up to a maximum of the normal weekly hours of work for their classification group.

### Settlement Allowance Schedule

- 39.03 Settlement Allowance shall be eleven thousand four hundred fourteen dollars (\$11,414.00) per annum.
- 39.04 An employee will not be eligible to receive Settlement Allowance during the first six (6) months of employment with the Employer.

## ARTICLE 40 - SEVERANCE PAY

- 40.01 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 at the rate of four (4) days pay per year of continuous service accumulated since January 1, 1995 to a maximum of thirteen (13) weeks.

Employees resigning from the Employer to attend a full-time educational program offered by a college or university shall receive Severance Pay calculated at the above rate. Severance pay will be paid after proof of full-time attendance in the educational program for one (1) month has been provided to the Employer.

### Retirement

- 40.02 An employee who retires from the Employer and has either been employed by the Employer for fifteen (15) years, or has reached age 60 is entitled to two (2) days pay per year of continuous service accumulated since April 1, 1994 to a maximum of thirteen (13) weeks.

### Death

- 40.03 An employee who dies is entitled to two (2) days pay per year of continuous service accumulated since April 1, 1994 to a maximum of thirteen (13) weeks

## ARTICLE 41 - JOB SECURITY

- 41.01 A newly hired employee shall be on probation for a period defined in Clause 2.01 (v). During the probation period, the employee shall be entitled to all rights and benefits of this agreement excluding seniority, except as otherwise provided. After completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.
- 41.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the Union and shall be kept up-to-date by the Employer.

### Lay-off

- 41.03 Lay-off shall be based on seniority within the affected classification. The last employee laid off shall be the first recalled provided he is qualified to do the work and has not lost his seniority.

### Notice

- 41.04 The Employer shall notify employees who are to be laid off ninety (90) days prior to the effective date of lay-off, or award pay in lieu thereof.
- 41.05 The Employer shall give notice or recall personally or by registered mail.
- 41.06 The employee shall keep the Employer advised of his current address. The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so.

### Recall

- 41.07 A new employee will not be hired to fill the job of a laid-off employee.

### Contracting out

- 41.08 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 a permanent employee.

### Technological Change

- 41.09 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 41.10 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 as is practicable but not less than four (4) months notice to the Union of any major technological change in equipment which would result in changes in the employment status of in this Agreement.
- 41.11 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.
- 41.12 In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

### Cooling off Period - Three (3) Working Days

- 41.13 An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within three (3) working days.
- 41.14 Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge, effective that date that the employee sought to return to work, and may be grieved as a discharge.
- 41.15 This entitlement may be used by an employee only once during the term of the Collective Agreement.



## ARTICLE 42 - BENEFITS

### Insurance Plan

- 42.01 The Employer shall provide the Northern Employers Benefit Services (NEBS) insurance plan for employees. Premiums and details of the insurance plan are specified in the plan.

### Group RRSP

- 42.02 Effective January 7, 2004, the Employer and the employee shall participate in a Group RRSP program. Each employee shall, each pay period, contribute 2% of wages into the RRSP. The Employer shall match such amounts. Participation in the group RRSP is mandatory for all permanent employees.

Effective January 1, 2005, the Employer contribution to the group RRSP shall increase to 2.5%. At that time, each permanent employee shall be given the opportunity to choose to increase his contribution to 2.5%, or to have it remain at 2%. Once this choice has been made, it cannot be changed.

## ARTICLE 43 - SOCIAL JUSTICE FUND

- 43.01 The Employer shall contribute one (1) cent per hour worked to the PSAC Social Justice Fund and such contribution shall be made for all hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office.
- 43.02 It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the PSAC Social Justice Fund charter.
- 43.03 The Employer shall not be required to make any payments to the Union under this Article until the Union has provided the Employer with a copy of the PSAC Social Justice charter.

## ARTICLE 44 - FUTURE LEGISLATION

- 44.01 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 remaining provision 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 annulled or altered provision.

## ARTICLE 45 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

### Re-opener of Agreement

- 45.01 This Agreement may be amended by mutual consent.



### Mutual Discussions

- 45.02 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 46 - DURATION AND RENEWAL**

- 46.01 The term of the Agreement shall be from May 1, 2003 to March 31, 2006.
- 46.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 32, shall remain in effect during the negotiations for its renewal, or until a new Agreement becomes effective or until the provisions of section 89 of the Canada Labour Code have been complied with.
- 46.03 Within four 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 50 of the Canada Labour Code.
- 46.04 Where notice to commence collective bargaining has been given under Clause 46.03, 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, or until the provisions of section 89 of the Canada Labour Code have been complied with.

**APPENDIX A RATES OF PAY**

Effective May 1 2003

**37.5 Hour Work Week**

46.05 POSITION	46.06 S T E P 1	46.07 S T E P 2	46.08 S T E P 3	46.09 STEP 4
Finance Officer	20.93	21.33	21.75	22.15
Planning and Lands Administrator	16.26	16.57	16.88	17.21
Recreation Coordinator	15.06	15.37	15.68	16.00
Administrative Assistant	15.00	15.30	15.61	15.92
Canteen Worker	12.03	12.25	12.48	12.73
Clerk/Receptionist	13.18	13.45	13.72	14.00
Janitor	11.18	11.40	11.61	11.84
Economic Development Officer	21.55	21.97	22.39	22.83

Casual Office Worker            10.47  
 Casual Finance Officer        17.20

**40 Hour Work Week**

POSITION	STEP 1	STEP 2	STEP 3	STEP 4
Head Mechanic	23.76	24.24	24.71	25.18
Mechanic (certified)	21.47	21.89	22.31	22.75
Mechanic (uncertified)	17.12	17.44	17.78	18.13
Head Heavy Duty Equipment Operator	23.18	23.62	24.08	24.55
Heavy Duty Equipment Operator	20.94	21.34	21.76	22.19
Sewage/Water Truck Driver	17.95	18.30	18.65	19.03
Garbage Truck Driver	16.62	16.94	17.26	17.60
Airport Maintainer	21.66	22.09	22.51	22.95
Sewage/Water Helper	12.62	12.86	13.10	13.36
Observer/Communicator	20.41	20.80	21.20	21.62
By-Law Officer	15.68	15.99	16.30	16.61
Outreach Worker (Employment Officer)	15.13	15.42	15.71	16.03

Casual Sewage/Water Truck Driver            18.22  
 Casual Sewage/Water Truck Helper        12.62  
 Casual Labourer                                    14.07

tes

1. Sewage/Water Truck Drivers who are designated by the Employer to work without a helper shall be paid a premium of 10% of the employee's regular hourly rate.

Employees shall automatically progress from step to step on the salary grid each year on their anniversary date, until they reach the maximum step on the grid for their position.

Employees who are paid at a rate higher than the maximum rate on the grid for their position shall not be entitled to any salary increases until their salary rate becomes less than the maximum rate on the grid for their position.

Effective April 1, 2004

37.5 Hour Work Week

POSITION	STEP 1	STEP 2	STEP 3	STEP 4
Finance Officer	21.33	21.73	22.15	22.58
Planning and Lands Administrator	16.66	16.97	17.28	17.61
Recreation Coordinator	15.46	15.77	16.08	16.40
Administrative Assistant	15.40	15.70	16.01	16.32
Canteen Worker	12.43	12.65	12.88	13.13
Clerk/Receptionist	13.58	13.85	14.12	14.40
Janitor	11.58	11.80	12.01	12.24
Economic Development Officer	21.95	22.37	22.79	23.23

Casual Office Worker            10.47  
 Casual Finance Officer        17.20

40 Hour Work Week

POSITION	STEP 1	STEP 2	STEP 3	STEP 4
Head Mechanic	24.16	24.64	25.11	25.58
Mechanic (certified)	21.87	22.29	22.71	23.15
Mechanic (uncertified)	17.52	17.84	18.18	18.53
Head Heavy Duty Equipment Operator	23.58	24.02	24.48	24.95
Heavy Duty Equipment Operator	21.34	21.74	22.16	22.59
Sewage/Water Truck Driver	18.35	18.70	19.05	19.43
Garbage Truck Driver	17.02	17.34	17.66	18.00
Airport Maintainer	22.06	22.49	22.91	23.35
Sewage/Water Helper	13.02	13.26	13.50	13.76
Observer/Communicator	20.81	21.20	21.60	22.02
By-Law Officer	16.08	16.39	16.70	17.01
Outreach Worker (Employment Officer)	15.53	15.82	16.11	16.43

Casual Sewage/Water Truck Driver    18.62  
 Casual Sewage/Water Truck Helper    13.02  
 Casual Labourer                            14.47

Sewage/Water Truck Drivers who are designated by the Employer to work without a helper shall be paid a premium of 10% of the employee's regular hourly rate.

2. Employees shall automatically progress from step to step on the salary grid each year on their anniversary date, until they reach the maximum step on the grid for their position.
3. Employees who are paid at a rate higher than the maximum rate on the grid for their position shall not be entitled to any salary increases until their salary rate becomes less than the maximum rate on the grid for their position.

Effective April 1, 2005

### 37.5 Hour Work Week

POSITION	STEP 1	STEP 2	STEP 3	STEP 4
Finance Officer	21.73	22.13	22.55	22.98
Planning and Lands Administrator	17.06	17.37	17.68	18.01
Recreation Coordinator	15.86	16.17	16.48	16.80
Administrative Assistant	15.80	16.10	16.41	16.72
Canteen Worker	12.83	13.05	13.28	13.53
Clerk/Receptionist	13.98	14.25	14.52	14.80
Janitor	11.98	12.20	12.41	12.64
Economic Development Officer	22.35	22.77	23.19	23.63

Casual Office Worker            10.87  
 Casual Finance Officer        17.60

### 40 Hour Work Week

POSITION	STEP 1	STEP 2	STEP 3	STEP 4
Head Mechanic	24.56	25.04	25.51	25.98
Mechanic (certified)	22.27	22.69	23.11	23.55
Mechanic (uncertified)	17.92	18.24	18.58	18.93
Head Heavy Duty Equipment Operator	23.98	24.42	24.88	25.35
Heavy Duty Equipment Operator	21.74	22.14	22.56	22.99
Sewage/Water Truck Driver	18.75	19.10	19.45	19.83
Garbage Truck Driver	17.42	17.74	18.06	18.40
Airport Maintainer	22.46	22.89	23.31	23.75
Sewage/Water Helper	13.42	13.66	13.90	14.16
Observer/Communicator	21.21	21.60	22.00	22.42
By-Law Officer	16.48	16.79	17.10	17.41
Outreach Worker (Employment Officer)	15.93	16.22	16.51	16.83

Casual Sewage/Water Truck Driver    19.02  
 Casual Sewage/Water Truck Helper    13.42  
 Casual Labourer                            14.87

1. Sewage/Water Truck Drivers who are designated by the Employer to work without a helper shall be paid a premium of 10% of the employee's regular hourly rate.

2. Employees shall automatically progress from step to step on the salary grid each year on their anniversary date, until they reach the maximum step on the grid for their position.
3. Employees who are paid at a rate higher than the maximum rate on the grid for their position shall not be entitled to any salary increases until their salary rate becomes less than the maximum rate on the grid for their position.

LETTER OF UNDERSTANDING  
REGARDING IMPLEMENTATION OF GROUP RRSP

For those employees who, prior to January 7, 2004 were entitled to a payout of unused sick leave on retirement, the amount of that payout shall be used, on a dollar for dollar basis, as that employee's contribution to the group RRSP. The Employer shall notify each employee and the Union of the amount of their sick leave payout (both in dollars, and in sick leave days accumulated) as of January 7, 2004, and shall notify each employee when that amount has been contributed to the group RRSP. The employee's contributions shall begin being deducted from the employee's pay.

Those employees who as of January 7, 2004 had more than 15 years seniority with the Employer shall choose one of the following two options:

Retain their right to a sick leave payout. If this choice is selected, the amount of the employee's sick leave payout shall not increase beyond the amount as of January 7, 2004. If this option is chosen, the Employer shall be required to make its RRSP contributions on behalf of the employee under article 42.02, however the Employee shall not be required to make any contributions.

Elect to have the amount of their sick leave payout as of January 7, 2004 used as their contribution to the group RRSP in accordance with paragraph 1.

If on termination of employment, any of these employees are entitled to payout of unused sick leave under the third paragraph of article 40.01 of the 1999 – 2003 collective agreement, that amount will be paid out to the employee bi-weekly to a maximum of the employee's regular hours of work.

LETTER OF UNDERSTANDING

Water/Sewer Truck Driver and Helper Hours of Work

The Employer will meet with the Union local, and all Water and Sewer Truck Drivers and Helpers, to discuss the issue of the hours of work for those classes of employees.

If an agreement is reached which changes the hours of work for some or all of these employees, the changes will be put in writing as a Letter of Understanding, which will then be signed by the Union and the Employer.

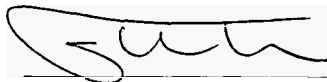
Signed October 8, 2003 in Clyde River, Nunavut

Hamlet of Clyde River




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Denis Simard  
Senior Administrative Officer



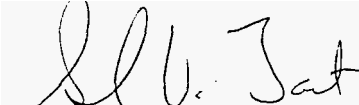
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Steven Aipellee  
Assistant Senior Administrative Officer



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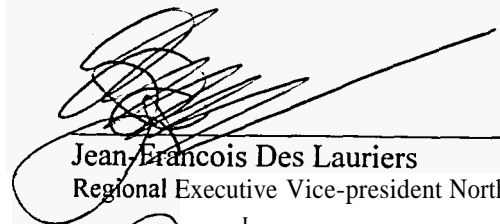
Noah Kautuq  
Councillor



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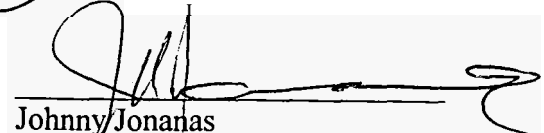
Glenn Tait  
Negotiator

Public Service Alliance of Canada



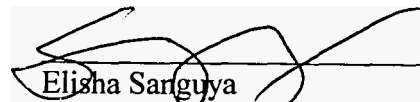
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Jean-Francois Des Lauriers  
Regional Executive Vice-president North



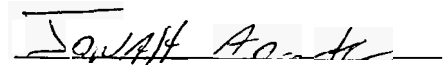
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Johnny Jonanas  
Committee Member



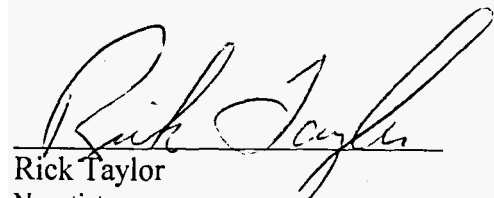
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Elisha Sarguya  
Committee Member



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Jonah Apak  
Committee member



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Rick Taylor  
Negotiator