

# COLLECTIVE AGREEMENT

Between

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

(as Represented by its Agent NUNAVUT EMPLOYEES UNION)

and

**HAMLET OF ARVIAT**

**Effective From: April 1, 2004**

**To : March 31, 2007**

RECEIVED  
APR 18 2005

**Nunavut Employees Union**

PO Box 869  
Iqaluit, NU X0A 0H0

**Hamlet of Arviat**

PO Box 150  
Arviat NU X0C 0E0

10186 (05)

## ARTICLE 1

### USE 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** of work life, and to promote the well being of the employees. Accordingly, the parties are determined to establish and maintain, within the framework provided by law, an effective and 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) "Alliance" **means** the Public Service Alliance of Canada
  - (b) "Allowance" means an amount payable to an employee in addition to the regular remuneration payable to that employee for work performed.
  - (c) "**Bargaining** Unit" means all employees of the Employer except the Senior Administration Officer, Assistant Senior Administration Officer, Municipal Works Foreman **and** Finance Officer.
  - (d) "Casual Employee" means a person who works on a temporary or seasonal basis for a period not exceeding *six* months.
  - (e) "Committee" means the Labour/Management Committee.
  - (f) 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.
  - (g) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Hamlet;
  - (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.
  - (i) "Demotion" means the reassignment of an employee for reasons of inefficiency, or incompatibility to a function for which the **maximum** rate of pay is less than that of the former function.

- (j) "Dependant" **means** a person who is the employee's spouse (including common-law), child, stepchild, adopted child, foster child who is under eighteen years of age **and** dependent of him/her for support. A foster child must be living with the employee for a continuous period of at least ~~two~~ years and have filed a statutory declaration with the Employer.
- (k) "Employee" means a member of the bargaining unit.
- (l) "Employer" means the Hamlet of Arviat.
- (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, group of employees, or the Union submits to management, to be processed through the grievance procedure.
- (o) "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.
- (p) "Lay-Off" means the termination of employment of one or more employees for the reasons of fiscal restraint, for shortage of work, for position or employee redundancy, for program discontinuation, or any combination of these factors.
- (q) "Leave of Absence" **means** absence from duty with the Employer's permission.
- (r) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the **Bargaining** Unit, and shall not include any initiation fee, or insurance premium.
- (s) "Overtime" means work authorized in advance by the Employer to be undertaken and performed by **an** employee who is required to **work** in excess of his or her maximum regularly scheduled daily or weekly hours of work
- (t) "Probation" means a period of ~~six~~ (6) months from the day upon which an employee is first appointed to the Hamlet of Arviat or a period of four (4) months after **an** employee has been transferred or promoted.
- (u) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of **his** former position.
- (v) "Rates of Pay"
- (i) "weekly rate of pay" means an employee's ~~annual salary~~ divided by 52;
- (ii) "daily rate of pay" means **an** employee's weekly rate of pay divided by five (5);
- (iii) "hourly rate of pay" means **an** employee's daily rate of pay divided by **his** regularly scheduled daily hours of work, or where **an** employee is paid by the hour, the rate of pay established by the Employer for **his** part-time employment.
- (iv) "bi-weekly rate of pay" **means an** employees annual *salary* divided by 26.

- (w) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (x) "Seniority" means length of continuous service with the Employer.
- (y) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion and that does not involve a change in pay.
- (z) "Union" means the Public Service Alliance of Canada as represented by its agent Nunavut Employees Union.
- (aa) "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 have the same meaning as given to them in the Interpretation Act.
- 2.03 Where the masculine gender is used, it shall be considered to include the female 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 in the Bargaining Unit.

#### DISCRIMINATION

- 3.02 The Union, the Employer and the Employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliation, conviction for an offence for which a pardon has been granted, or union membership or activity, or for exercising their rights under this agreement.

### ARTICLE 4

#### APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 4.02 Part time regular employees shall be entitled to the benefits to which they are entitled under the provisions of the Collective Agreement applied on a pro rata basis.

## ARTICLE 5

### CONFLICT WITH AGREEMENT PROVISIONS

- 5.01 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail only to the extent that the matter giving rise to the conflict is specifically addressed within the agreement, unless the Employer is compelled by law to issue and enforce such regulation, direction of other instrument.

## ARTICLE 6

### STRIKES AND LOCKOUTS

- 6.01 During the duration of the Collective Agreement, and thereafter until it is renewed, replaced or until the bargaining unit is in a legal strike position, there shall be no stoppage, interruption, or impeding of work including study sessions, sit-downs, slow-downs, or strike action by any employee.
- 6.02 Where the Bargaining Unit is not in a legal strike position, the Employer may discipline any employee who takes part in any such action.

## ARTICLE 7

### MANAGERIAL RESPONSIBILITIES

- 7.01 Except where expressly provided for in this agreement, the Employer is unrestricted in its capacity to discharge its managed functions in relation to the operation of the Hamlet.
- 7.02 The employer shall exercise its rights in a manner which is fair, reasonable, without discrimination and consistent with this collective agreement.

## ARTICLE 8

### EMPLOYERS DIRECTIVES

- 8.01 The Employer shall provide a copy of all personnel directives, including those which are intended to clarify or interpret the provisions of the Collective Agreement, to the Union.

## ARTICLE 9

### UNION ACCESS TO EMPLOYER FACILITIES

- 9.01 Upon receiving notice, the Employer shall permit access to its facilities to any duly authorized representative of the Union at such time and place as is reasonable to the Employer.

## 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 the Bargaining Unit.

## ARTICLE 11

### TIME OFF FOR UNION BUSINESS

#### Arbitration Hearing

- 11.01 At the Union's request the Employer will grant leave with pay to any employee whose presence is essential to representation of the Union before an Arbitration hearing.

#### Employee Called as a Witness

- 11.02 The Employer will grant leave with pay to a witness called by an employee who is party to the grievance for the actual time that an employee is required as a witness.
- 11.03 Where an employee and his representative are involved in the process of investigation, preparing, and initial presentation of his/her grievance they each will be granted time away from work without loss of pay from work to a maximum of two working days.
- 11.04 The Employer shall grant (leave with pay) for two employee representatives for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.
- 11.05 The Employer will grant time-off (with no loss of pay) to employees who have been invited to attend a meeting with management and represent the Union.
- 11.06 Where operational requirements and circumstances permit leave without pay for a maximum of 10 working days in any fiscal year will be granted for the conduct or transaction of any and all union business. Such leave shall not be unreasonably denied.
- 11.07 Any employee holding an elected position in the Union shall be granted leave without pay reimbursable to the employer for the length of time necessary to perform the duties of the position.

### Leave for Elected Officers

**11.08** Employees elected to the positions of President, 1st Vice President, 2nd Vice President, Regional Vice President of Nunavut Employees Union, or PSAC National Director for the North shall be granted a leave of absence for the term of office. The employee's seniority shall be maintained but will not accrue during the leave of absence. At the conclusion of the leave of absence, the employee will return to the same, or a comparable position to that which he held at the commencement of the leave. Sick leave credits earned prior to the leave will be credited to the employee and other applicable benefits will be reinstated with the Employer.

The Employer shall continue to pay to such employees their applicable salaries and benefits in accordance with the terms of the Collective Agreement. Upon invoice by the Hamlet, the Union shall reimburse the Employer for all associated costs.

## ARTICLE 12

### CHECK OFF

- 12.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues for the pay of all employees in the **Bargaining Unit**.
- 12.02 The Union shall inform the Employer in writing of the authorized rate of deduction to be checked off for each employee within the **Bargaining Unit**. Where the Union serves the Employer notice of a dues increase during the life of the Collective Agreement, the dues increase shall take effect in the month following the date the Employer receives the notice.
- 12.03 For the purpose of applying Article 12.01, deductions from pay for each employee will occur on a bi-weekly basis.
- 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 The amounts deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Alliance by cheque monthly and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 12.06 The Employer may agree to make deductions for other purposes on the basis of the production of appropriate documentation.
- 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 employees T-4 slip the total amount of Union dues deducted for the preceding year.

## **ARTICLE 13**

### **INFORMATION**

- 13.01 The Employer will provide the Union with a copy of its Monthly Staffing Report which shall include a listing of the staff compliment for the prior month, employee classifications and rates of pay, employment status and social insurance numbers along with notations respecting hiring and terminations.
- 13.02 The Employer shall make available to each employee a copy of the Collective Agreement.
- 13.03 Every new employee who is a member of the Bargaining Unit shall upon commencement be provided with a copy of the Collective Agreement along with an opportunity to meet during normal working hours at a time acceptable to the Employer, with a representative of the Union for the purpose of reviewing this agreement and a general orientation regarding Union business.
- 13.04 The Hamlet and Union agree to share the cost (50% each) of printing and translating the Collective Agreement.

## **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 and shall be entitled to all rights and benefits of the Collective Agreement unless specifically excluded.
- (a) An employee shall be on probation for a period of four (4) months when an employee has been promoted or transferred. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement.
- 14.03 The Employer shall maintain and post a seniority list.
- 14.04 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.

## **ARTICLE 15**

### **PROVISION FOR UNION INFORMATION**

- 15.01 The Employer shall provide centrally located bulletin board space in the Hamlet Office clearly identified for exclusive Union use.



- 15.02 The Employer shall allow the Union and the members of the Bargaining Unit to use a suitable meeting room from time to time for the conducting of business relating to the **Bargaining Unit**.
- 15.03 A new employee shall have the right to have a representative of the Union provide an orientation presentation in **regards** to the Union during regular working hours.

## ARTICLE 16

### FED PAID HOLIDAYS

16.01 The following **days** are designated paid holidays for employees covered by this Collective Agreement:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day;
- (e) **Canada Day**;
- (f) Civic Holiday, The first Monday in August;
- (g) Labour Day;
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) Hamlet Day
- (m) Nunavut Day

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.

### HOLIDAY FALLING ON A DAY OF REST

16.03 When a day designated **as** a holiday under Clause 16.01 coincides with **an** employee's day of rest, the holiday shall be moved to the employee's **first working** day following his day of rest.

16.04 When a day designated **as** a 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 holiday **was** moved shall be considered **as** work performed on a day of rest and
- (b) work performed by an employee on the day to which the holiday **was** moved, shall be considered **as** work performed on a holiday.

16.05 **An** employee who is required to work on a Designated Paid Holiday **as** part of his/her regularly scheduled **hours** of duty or **as** overtime when he/she is not scheduled to work he/she shall **be** paid in addition to the pay that he/she would have been granted had he/she not worked on the holiday:

- (a) One and one-half (1½) his/her hourly rate of pay for **all** hours worked.

(b) **An** adjustment to the rates of pay to equal one and one-half (1½) hours times his/her hourly rate of pay for all hour worked plus straight time for the remaining hour that would have been paid had the employee not been required to work, plus one day of leave at a later date convenient to both employee and Employer.

16.06 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

16.07 **An** employee shall not be required to work both Christmas and New Year's Day, unless the operational circumstances warrant this.

## 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 he has earned is terminated due to death or layoff the employee shall be considered to have earned that amount of leave with pay granted to him.

17.02 During the month of May 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.

17.03 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing.

17.04 All applications for vacation leave shall be provided and approved no less than two weeks before planned leave starts. Exceptional circumstances will be addressed on a case-by-case basis.

17.05 No period of vacation leave shall be requested and processed for less than one-half day.

17.06 The Employer will not grant retroactive leave requests for unauthorized absences except when the Employer believes the absence is clearly shown to be beyond the employee's control.

## ARTICLE 18

### VACATION LEAVE

#### ACCUMULATION OF VACATION LEAVE

18.01 For each calendar month in which a permanent employee received at least ten (10) days pay he shall earn vacation leave with pay at the following rates:

(a) one and one-quarter (1¼) days per calendar month (15 working days) if he has completed less than two (2) years of continuous service.

(b) one and two-thirds (1 2/3) days per calendar month (20 working days) upon completion of two (2) years and less than ten (10) years continuous service.

(c) ~~two~~ and one twelfth (2 1/12) days per calendar month (25 working days) upon completion of ten (10) years continuous service.

18.02 Part-time employees who have been employed less than four (4) months, **will** receive vacation pay at the rate of four (4%) percent of gross earnings, with each pay cheque.

18.03 The Hamlet **will make** every reasonable effort when granting vacation leave with pay

(a) not to call **an** employee to duty after he has began vacation leave;

(b) to grant the employee vacation leave at a time specified by him;

(c) to authorize vacation leave **as soon as** possible after the employee applied for such leave;

(d) to schedule vacation leave on **an** equitable basis and when there is no conflict with the interests of the Hamlet or other employees, according to the wishes of the employees;

18.04 When ~~two~~ (2) or more employees request the same vacation period, seniority (length of service) will govern.

18.05 When, during vacation leave, **an** employee:

(a) is granted special leave because there is death in his immediate family;

(b) is granted special leave because of illness in his family

(c) is granted sick leave and produces a medical certificate;

The period of vacation leave so displaced **will** either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for later use.

18.06 If in any fiscal year an employee has not used **all** of his vacation leave, the unused vacation leave will be carried over into the following fiscal year. Unused vacation leave credits will not be over ten (10) days, any over 10 days **will** be paid in cash at the end of each fiscal year.

18.07 Upon request of an employee, and with the approval of the Employer, earned vacation leave may be liquidated in cash.

18.08 When, during any period of vacation leave, **an** employee is recalled to duty, he will be reimbursed for reasonable expenses **as** normally defined by the Employer, that he incurs:

(a) in getting to **his** workplace;

(b) in respect to non-refundable deposits or prearrangement associated to his vacation;

(c) in returning to the place from which he is recalled if he immediately resumes vacation upon completing the assignment for which he was recalled.

18.09 Where an employee dies while in the service of the Employer **his** estate shall be **paid** the full payroll value on any vacation days accumulated **but** unused.

## VACATION TRAVEL ASSISTANCE

- 18.10 Permanent employees **shall** be entitled, subsequent to the successful completion of their probationary **period**, to vacation travel assistance once in each fiscal **year**. Vacation travel assistance shall be limited to the cost of actual return **air** travel, Arviat to Winnipeg, with **two** weeks notice, for the employee, the employee's spouse, and each dependent child.
- 18.11 Any employee who is eligible for vacation travel assistance **may** choose to receive a land travel allowance **as an** alternative to the provision of *air* travel assistance. The total allowance payable shall be limited to a maximum of the \$5000.00 (five **thousand**), calculated according to the following:
- |   |                  |
|---|------------------|
| Employee                                    | \$1200.00        |
| <b>Employee's</b> Spouse or first dependent | <b>\$ 800.00</b> |
| Employee's other dependents                 | \$ 300.00        |
- 18.12 Once per fiscal **year**, **two** (2) paid travel days shall be added to vacation leave for travel out of the community for a duration of more than three (3) days.
- 18.13 Where the spouse of **an** employee is eligible for any vacation travel assistance from the spouse's employer, the employee's entitlement shall be limited to clauses 18.10 or 18.11 above as a single person.
- 18.14 Only one employee may claim Vacation Travel Assistance for dependents when two or more Hamlet employees live in the same household For greater clarity, the first dependant or spousal land travel assistance is not **an** option when two or more Hamlet employees live in the same household.

## ARTICLE 19

### SPECIAL LEAVE

#### CREDITS

- 19.01 **An** employee shall earn special leave, credits at the following rates up to a maximum of twenty-five (25) days:
- (a) one-half ( $\frac{1}{2}$ ) day for each calendar month in which he received pay for at least ten (10) days, or
  - (b) one-quarter ( $\frac{1}{4}$ ) day for each calendar month in which he received pay for less than ten (10) days.
- As credits are used, they may continue to be earned.
- 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, father-in-law, mother-in-law, grandchildren, grandparents, aunt and uncle, and any relative permanently residing in the employee's household or **with** whom the employee permanently resides.
- 19.03 Upon provision of sufficient notice **an** employee shall be granted special leave with pay for up to five consecutive working days for the following:

- (c) when there is a death in the employee's immediate family;
- (d) when an employee is to be married;
- (e) when a spouse, dependent member of the family, or a relative who permanently lives with the employee becomes ill, provided that the employee provides, to the Senior Administrative Officer, a medical certificate confirming such illness;
- (f) in a serious household or domestic situation;
- (g) on birth or adoption of a child to the employee's immediate family; or
- (h) in extraordinary circumstances warranting leave.

### **CASUAL LEAVE**

19.04 One special leave day may be granted per fiscal year to allow an eligible employee to attend to personal business such as a meeting with a lawyer, adoption agency or for an employment interview. Such leave shall not be unreasonably denied.

## **ARTICLE 20**

### **SICK LEAVE**

#### **CREDITS**

- 20.01 Permanent employees shall earn sick leave credits to a maximum accumulation of seventy (70) days at the rate of one-quarter days per month in which the employee has received pay for a minimum of ten (10) days.
- 20.02 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he may be granted sick leave in advance to a maximum of five (5) days which will be charged against future credits as earned. If the employee dies, or is laid off before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.03 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his/her duties due to illness:
- (a) for sick leave in excess of three (3) consecutive working days.
  - (b) for any additional sick leave in a fiscal year when in the same fiscal year the Employee has been granted nine (9) days sick leave wholly on the basis of the statements signed by him.

## ARTICLE 21

### OTHER TYPES OF LEAVE

#### COURTLEAVE

21.01 Leave of absence with pay 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;

#### INJURY ON DUTY LEAVE

21.02 An employee will be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer, where it is determined by the Worker's Compensation Board that he is unable to perform his duties because of:

- (a) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct; or
- (b) sickness resulting from the nature of his employment

If the employee agrees to pay the Employer any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury or sickness, providing that such amount is not from a personal disability policy.

#### MATERNITY LEAVE

21.03 An employee, who becomes pregnant, shall notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy; and, subject to section (i) of this Clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than thirty seven (37) weeks after the date of the termination of her pregnancy.

21.04 The Employer shall:

- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than thirty seven (37) weeks after the date of the termination of the pregnancy.
- (b) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of the pregnancy;
- (c) The Employer may, where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

(d) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.

#### EMERGENCY LEAVE

21.05 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.

#### ADOPTION LEAVE

21.06 An employee who intends to request adoption leave without pay will notify the employer as soon as possible.

21.07 An employee may request adoption leave without pay at least four (4) weeks before accepting custody of a child below the age of majority and, subject to section (b) of this clause, may be granted adoption leave without pay for a later date requested by the employee and ending not later than thirty seven (37) weeks after the date of accepting custody.

21.08 The Employer may

(a) defer the starting of adoption leave without pay at the request of the employee.

(b) grant the employee adoption leave with less than four (4) weeks notice.

(c) Where the Employer is satisfied that adoption leave without pay is required, such leave will not be unreasonably withheld.

(9) Adoption leave utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of thirty seven (37) weeks for both employees combined.

21.09 Subject to operational requirements, leave without pay may be granted on very short notice to an employee in order to meet traditional hunting, fishing, or harvesting pursuits.

### ARTICLE 22

#### HOURS OF WORK

22.01 The normal hours of work for employees shall be 40 hours per week. Normal hours of work for office staff shall be 37.5 hours per week. A normal day of work shall include provision, appropriate for the actual working day scheduled, for a one-hour lunch break or one-hour supper break, or both.

22.02 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.

#### Schedules

22.03 Except in the case of an emergency, schedules shall be posted no less than two (2) weeks in advance of the schedule.

## ARTICLE 23

### OVERTIME

23.01 In this Article:

- (a) "Straight time rate" means the hourly rate of remuneration.
- (b) "Time and One-half" means one and one-half times the straight time rate.
- (c) "Double time" means twice the straight time.

23.02 An employee who is required to work overtime will be paid overtime rates for each completed fifteen (15) minutes of overtime worked by him subject to a minimum payment of one hour at the overtime rate.

23.03 Overtime pay will be:

- (a) Time and one half for the first four (4) hours of overtime.
- (b) Double time for all hours of overtime after the first four (4) consecutive hours of overtime, and for all hours worked on the second day of rest.

23.04 The Employer and the employee may agree on an arrangement to allow the employee compensatory time-off equal to hours worked.

## ARTICLE 24

### PAY

24.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rated specified in the Appendix attached.

24.02 Employees shall be paid on a bi-weekly basis. Cheques shall be distributed to employees at their place of work in a confidential manner on Friday mornings. The cheques shall be itemized and show bi-weekly deductions.

#### Vacation Pay

24.03 At the request of an employee, the Hamlet shall print pay cheques closest to the pay period before an Employee goes on vacation. The request must be clearly indicated on the employees leave form.

#### Negotiated Pay Increases

24.04 The employer agrees to pay the negotiated salary increases to every employee no later than thirty (30) days after this Agreement is ratified.



24.05 The Employer agrees to pay any retroactive remuneration for **salary** increases, and allowances no later ~~than~~ thirty (30) **days** after this Agreement is ratified.

24.06 Retroactive pay shall be issued on a separate cheque.

#### Performance Increments

24.07 **An** employee shall move up to the next pay step in the wage grid provided that they receive a satisfactory performance appraisal prior to the beginning of each fiscal year. If the Employer has not completed **an** employee's performance appraisal before the beginning of a **fiscal** year, then the employee automatically receives their next pay step.

#### Reporting Pay

24.08 If an employee reports to work on his regular workday and there is insufficient or no work available he is entitled to four (4) hours pay at the straight time rate.

#### Call-back Pay

24.09 When an employee is recalled to work after he has completed his regular day of work he shall be paid the greater of:

(a) Compensation at the appropriate overtime rate; or,

(b) Compensation equivalent to four (4) hours' pay at the straight time rate.

24.10 The Employer **will** not consider a Building Maintainer's previously scheduled work **as a** recall.

### ARTICLE 25

#### STATEMENT OF DUTIES

25.01 When an employee is first hired, the Employer shall provide the employee with a statement of ~~his~~ or her duties, responsibilities, and terms of employment.

25.02 The employee shall be provided with a copy of any revisions to those duties responsibilities and terms of employment when the Employer enacts such revisions.

25.03 The Employer **will** provide a Statement of Duties to **an** employee who requests it.

## ARTICLE 26

### CLASSIFICATION

- 26.01 If a new or revised classification is established which is not covered by the schedule of wages then in effect, 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 agree within *sixty* (60) **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.

## ARTICLE 27

### TRAINING

- 27.01 The Employer **will** underwrite the cost of training provided that the training is relevant to the employee's current position, and that costs are based on current Nunavut Government per diem rates, plus reasonable accommodation costs, and tuition costs.

## ARTICLE 28

### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 28.01 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.
- 28.02 The formal review of an employee's performance shall also incorporate **an** opportunity for the employee to state **his** career development goals **and** that every effort be made to develop the career potentials of each individual through In-service training, retraining, or any other facets of career development which may be available.
- 28.03 The evaluator who assesses an employee's performance may complete the evaluation on the basis of the period that he has direct knowledge of the employee's performance.
- 28.04 As a part of **an** annual review or annually where a review is not provided, **an** employee can request that any document relating to discipline be removed from the file of **an** employee and destroyed. If two reviews or two years pass without further disciplinary action for *similar* reasons the request shall be granted.

### Employee Files

- 28.05 Only one file per employee for the purposes of performance evaluation and discipline shall exist

- 28.06 Upon 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. With written authorization from the employee, a representative of the Union shall be given the opportunity to review that employee's file and ~~make~~ any copies that may be needed
- 28.07 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be relevant for current disciplinary action after one (1) year has elapsed since the disciplinary action ~~was~~ taken, provided that no further disciplinary action has been recorded during this period.

## ARTICLE 29

### SUSPENSION AND DISCIPLINE

- 29.01 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.
- 29.02 When an employee is 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 himself/herself against it.
- 29.03 The Employer shall notify the local representative of the Union that such suspension has occurred or is to occur.
- 29.04 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 30

### ADJUSTMENT OF DISPUTES

- 30.01 The Employer and the Union recognize that grievances ~~may~~ arise in each of the following circumstances:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or a provision of an arbitral award;
  - (b) the interpretation, application, administration or alleged violation of a provision of an Act or Regulation, or a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;

- (c) disciplinary action resulting in demotion, suspension, or a financial penalty, including the withholding of an increment;
  - (d) discharge; or
  - (e) letters or notations of discipline placed on an employee's personnel file.
- 30.02 Grievances shall be settled according to the following procedures for grievance and arbitration.

Representation

- 30.03 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 30.04 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.
- 30.05 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.
- 30.06 The Union 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.
- 30.07 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.

Procedure

- 30.08 **An** employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance in writing to the Employer who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him/her.
- 30.09 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Senior Administrative Officer)
  - (b) Final Level (Hamlet Council)

- 30.10 The Employer shall designate a representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 30.11 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 30.12 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 30.13 An employee may, by written notice to the Employer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his/her withdrawal has the endorsement, in writing, of the Union.

#### Time Limits

- 30.14 An employee or the Union may present a grievance to the first level of the procedure in the manner prescribed in Article 30.08 within twenty-five (25) calendar days of the date on which he first becomes aware of the action or circumstances giving rise to the grievance.
- 30.15 The Employer shall reply in writing to a grievance within twenty-five (25) calendar days at the First Level and within thirty (30) calendar days at the Final Level.
- 30.16 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 him by the Employer; or
  - (b) where the Employer has not conveyed a decision to the griever within the time prescribed in Article 0 within fourteen (14) -calendar days after the day the reply was due.
- 30.17 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Representative.

#### Termination of Employment

- 30.18 No employee shall have his/her employment terminated without first being given notice in writing together with the reasons thereof. When the Employer terminates the employment of an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level within thirty (30) calendar days after the employee receives his/ her notice of termination.

#### Arbitration

- 30.19 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/her desire to submit the difference or allegation to arbitration.
- 30.20 The parties agree that arbitration referred to in Article 30.19 shall be by a single arbitrator.
- (a) If an arbitrator is not available for a hearing date within ninety (90) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be proposed by each party until a mutually agreed upon arbitrator is found to hear the parties within the above mentioned ninety (90) day period.
  - (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference to arbitration was made, or such further period as may be mutually agreed upon by both parties.
  - (c) The award of the Arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 30.21 The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, Part I in addition to any powers, which are contained in this Agreement.
- (a) arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
  - (b) award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 30.22 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.
- 30.23 The Employer and 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.
- 30.24 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason

therefore in the prescribed form, whereupon the decision may be entered in the same way **as** the judgement or an order of that court and may be enforceable **as** such.

30.25 In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been discharged for other than just cause and he/she may:

- (a) direct the Employer to reinstate the employee and pay to the employee a **s u m** equal to his/her wages lost by reason of his/her dismissal, or such less **s u m** **as** in the opinion of the Arbitrator is fair and reasonable; and/or
- (b) ~~make~~ such order as he/she considers fair and reasonable having regard to the terms of this Agreement, and/or assess such damages **as** in the opinion of the Arbitrator is fair and reasonable.

### ARTICLE 31

#### LABOUR MANAGEMENT COMMITTEE

- 31.01 A Labour/Management Committee will be formed to consult on matters of Safety and Health, and other matters of mutual interest.
- 31.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 31.03 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.

### ARTICLE 32

#### RIGHT TO REFUSE DANGEROUS WORK

- 32.01 **An** employee shall have the right to identify a potentially dangerous or hazardous work situation, to advise **his** supervisor immediately, and to refuse to work in that situation until the matter has been **properly** addressed **and** remedied.

### ARTICLE 33

#### WORK CLOTHING

- 33.01 Every two fiscal years, the Employer agrees to provide and share half the cost, (50%) of work boots, summer and winter coveralls with individual employees employed in following positions: Airport, ~~Building~~ and ~~Facility~~ Maintainers; Apprentice Mechanic, Heavy Equipment and Waste Vehicle Operators; Maintenance Supervisor and water/sewage crews.

- 33.02 If ~~any~~ work-clothing item specified in clause 33.01 is worn or damaged beyond repair, before the two (2) fiscal years is up, then provisions of clauses 33.01 apply *again*. The employee must present worn or damaged items for the Employer's inspection.

#### ARTICLE 34

##### SETTLEMENT ALLOWANCE

- 34.01 A Settlement Allowance will be paid to all permanent employees, and paid on a pro-rated basis to part time employees.
- 34.02 The amount of Settlement Allowance paid will be: (a) five thousand dollars (\$5000.00) April 1, 2004, (b) five thousand dollars (\$5000.00) April 1, 2005 , (c) Five thousand two hundred dollars (\$5200.00) April 1, 2006.

#### ARTICLE 35

##### HOUSING ALLOWANCE

- 35.01 Each employee who pays rent or owns their own dwelling will receive a housing allowance of five hundred (\$500.00) dollars per month paid biweekly. The yearly maximum is six thousand dollars (\$6000.00). Part time employees are paid on a pro-rated ~~basis~~.
- 35.02 Only one employee will receive housing allowance when two or more Hamlet employees live in the same household.
- 35.03 Employees living in public housing shall not be eligible for housing allowance.

#### ARTICLE 36

##### PENSION AND BENEFITS

- 36.01 After *six* months of continuous employment, employees who are eligible shall as a condition of employment participate in the benefits set out herein and covered by the Northern Employees Benefit Services (NEBS). The provisions of Northern Employees Benefit Services (NEBS), with regard to the eligibility of employees, the benefit coverage provided for employees and the shared cost of premiums for such coverage shall govern.
- 36.02 Those benefits, which are included in Northern Employees Benefit Services were those voted in by employees in 1999. The Northern Employees Benefits Services *Basic Group Life Insurance, Accidental Death & Dismemberment, Dependents Insurance* and *Long Term Disability plans* are terms or conditions of employment for all permanent employees.



## ARTICLE 37

### NO CONTRACTING OUT

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

## ARTICLE 38

### CASUALS

38.01 Casual employees **will** not be eligible for Housing, Settlement Allowance and Vacation Travel Assistance benefits. Vacation pay **will** be paid at a rate of 4% of "ages."

38.02 **Casual** employees will become term employees after six continuous months service. At that time, the employee **will begin** to receive **all** benefits outlined in the collective agreement including vacation leave. Vacation Travel Assistance **will** be pro-rated to include the portion of time from the start of the term to the end of the fiscal **year**. In other words, benefits for casuals **are** not retroactive to the start of their employment but rather to the start of their term position **six** continuous months later. Casual "age rates are listed in Appendix "A".

38.03 Payment of Designated Paid Holiday outlined in clause 16.01 of the collective agreement is subject to Territorial Labour Standards eligibility rules. Reprinted below is relevant wording (Sections **24-26, 28** and **29**) of *Labour Standards Act* for easier reference by casual employees. (Note: non-italicized words are not the original wording of the act.)

#### Where holiday pay not required

*section 28. No "casual" employee is entitled to be paid in respect of a "Designated Paid Holiday" on which the employee does not work,*

- (a) where the employee has not worked for his or her employer a total of 30 days during the preceding 12 months;*
- (b) where the employee did not report to work on that day after having been called to work on that day;*
- (c) where, without the consent of his or her employer, the employee has not reported to work on either his or her last regular working day preceding or following the "Designated Paid Holiday" ;*
- (d) where the employee is on pregnancy leave or parental leave.*

*section 29. For the purposes of this part, a person shall not be deemed to be in the employment of another person when he or she is on call of the other person whether or not he or she is called on to perform work for that other person.*

Calculation of "Designated Paid Holidays"

section 24. (1) **An** employee whose wages are on the basis of time, for a " Designated Paid Holiday" on which the employee does not work, be paid at least the equivalent of the wages the employee would have earned at the regular rate of wages for the normal hours of work of the employee,

Additional pay for holiday work

section 25. (1) **An** employee who is required to work on a day in respect of which the employee is entitled under this part to a " Designated Paid Holiday"

(a) shall be paid, in addition to any payment made in accordance with section 24 (see above), at a rate at least equal to 1.5 times his or her regular rate of wages for the time worked by the employee on that day; or.

(b) shall be given a holiday and pay in accordance with section 24 (see above) at some other time convenient to the employee and the employer that is not later than the next annual vacation of the employee or the termination of his or her employment, whichever occurs first, and the day that is substituted shall be deemed to be the "Designated Paid Holiday" for the purposes of this Act.

Holiday that is a non-working day

section 25. (2) Where a "Designated Paid Holiday" falls on a non-working day for an employee, an employer shall

(a) Pay the employee for the "Designated Paid Holiday" in accordance with section 24 (see above) ;or

(b) Give the employee a holiday with pay in accordance with section 24 (see above) at some other time convenient to the employee and the employer that is not later than the next annual vacation of the employee or the termination of his or her employment, whichever occurs first, and the day that is substituted shall be deemed to be the "Designated Paid Holiday" for the purposes of this Act.

## **ARTICLE 39**

### **SEVERANCE PAY**

#### **Lay-off**

- 39.01 An employee who has one (1) year ~~or~~ more of continuous service and who is laid off is entitled to severance pay **at** the time of lay-off. The amount of severance pay **will** be two (2) weeks pay for the first complete year of continuous employment and one (1) week pay for each consecutive complete year of continuous employment and less any period **in** respect of which he was granted severance pay by the Employer from any previous lay-offs. The total amount of severance pay will not be more than twenty-eight (28) weeks of pay.

#### **Death**

- 39.02 Regardless of any other benefit payable, if an employee dies, there **will** be paid to his estate an amount calculated as follows:

2 (x) weekly rate of pay immediately prior to death times (x) number of years of continuous service (max 30 years).

#### **Medical Termination or Retirement**

- 39.03 An employee who has one (1) year or more of continuous service and who retires or is medically terminated, is entitled to severance pay at the time of retirement or medical termination in accordance with the provisions of Article 25.01.

## **ARTICLE 40**

### **LAY-OFF AND JOB SECURITY**

- 40.01 Lay-off shall be enacted on the basis of seniority across the-Bargaining Unit except that the Employer may at its **full** discretion opt to retain, employees who would otherwise be identified for lay-off, by virtue of their specialized qualifications, abilities and experience.

## ARTICLE 41

### DURATION AND RENEWAL

- 41.01 The term of this Agreement shall be from April 1, 2004 to March 31, 2007.
- 41.02 Notwithstanding 41.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 30, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 41.03 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, Part I.
- 41.04 Where notice to commence collective bargaining has been given under clause 41.03, 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 that was in force on the day on which the notice to was given until a renewal or revisions of the Agreement, or a new collective agreement has been concluded in accordance with Section 50 of Canada Labour Code Part 1, or until the provisions of section 89 of Canada Labour Code have been met.

**APPENDIX "A"**

**RATES OF PAY**

Effective April 1, 2004

Steps	one	two	three	four	five	six
Position	(\$/hour)	(\$/hour)	(\$/hour)	(\$/hour)	(\$/hour)	(\$/hour)
By-Law Officer	16.78	17.28	17.80	18.34	18.89	19.45
Community Constable	16.78	17.28	17.80	18.34	18.89	19.45
Finance Clerk	14.49	14.92	15.37	15.83	16.31	16.80
Community Liaison Officer (CLO)	16.13	16.61	17.11	17.63	18.15	18.70
Wellness Worker	16.32	16.81	17.31	17.83	18.37	18.92
Out Reach-Worker	17.02	17.53	18.06	18.60	19.16	19.73
Land Administrator	20.25	20.86	21.48	22.13	22.79	23.48
Business Training Centre (BTC) Manager	22.74	23.42	24.12	24.85	25.59	26.36
Economic Development Officer (EDO)	26.63	27.43	28.25	29.10	29.97	30.87
Maintenance Supervisor	29.52	30.41	31.32	32.26	33.23	34.22
Journeyman Mechanic	29.51	30.40	31.31	32.25	33.21	34.21
Heavy Equipment Operator	24.67	25.41	26.17	26.96	27.77	28.60
Observer/Communicator	22.10	22.76	23.45	24.15	24.87	25.62
Airport Maintainer	24.67	25.41	26.17	26.96	27.77	28.60
Building Maintainer	20.03	20.63	21.25	21.89	22.54	23.22
Recreation Coordinator/ Leader	22.74	23.42	24.12	24.85	25.59	26.36
Facility Maintainer	14.33	14.76	15.20	15.66	16.13	16.61
Custodian	14.23	14.66	15.10	15.55	16.02	16.50
Waste Vehicle Operator	15.22	15.68	16.15	16.63	17.13	17.64
Water/Sewage Truck Driver	16.89	17.40	17.92	18.46	19.01	19.58
Gym Supervisor	12.35	12.72	13.10	13.50	13.90	14.32
Canteen Manager	14.49	14.92	15.37	15.83	16.31	16.80
Water Services Clerk	14.49	14.92	15.37	15.83	16.31	16.80

**APPENDIX "A"**

**RATES OF PAY**

Effective April 1, 2005

Steps	one	two	three	four	five	six
Position	(\$/hour)	(\$/hour)	(\$/hour)	(\$/hour)	(\$/hour)	(\$/hour)
By-Law Officer	17.28	17.80	18.34	18.89	19.45	20.04
Community Constable	17.28	17.80	18.34	18.89	19.45	20.04
Finance Clerk	14.92	15.37	15.83	16.31	16.80	17.30
Community Liaison Officer (CLO)	16.61	17.11	17.63	18.15	18.70	19.26
Wellness Worker	16.81	17.31	17.83	18.37	18.92	19.49
Out Reach Worker	17.53	18.06	18.60	19.16	19.73	20.32
Land Administrator	20.86	21.48	22.13	22.79	23.48	24.18
Business Training Centre (BTC) Manager	23.42	24.12	24.85	25.59	26.36	27.15
Economic Development Officer (EDO)	27.43	28.25	29.10	29.97	30.87	31.80
Maintenance Supervisor	30.41	31.32	32.26	33.23	34.22	35.25
Journeyman Mechanic	30.40	31.31	32.25	33.21	34.21	35.24
Heavy Equipment Operator	25.41	26.17	<del>26.96</del> 26.96	<del>27.77</del> 27.77	28.60	29.46
Observer/Communicator	22.76	23.45	24.15	24.87	25.62	26.39
Airport Maintainer	25.41	26.17	26.96	27.77	28.60	29.46
Building Maintainer	20.63	21.25	21.89	22.54	23.22	23.92
Recreation Coordinator/Leader	23.42	24.12	24.85	25.59	26.36	27.15
Facility Maintainer	14.76	15.20	15.66	16.13	16.61	17.11
Custodian	14.66	15.10	15.55	16.02	16.50	16.99
Waste Vehicle Operator	15.68	16.15	16.63	17.13	17.64	18.17
Water/Sewage Truck Driver	17.40	17.92	18.46	19.01	19.58	20.17
Gym Supervisor	12.72	13.10	13.50	13.90	14.32	14.75
Canteen Manager	14.92	15.37	15.83	16.31	16.80	17.30
Water Services Clerk	14.92	15.37	15.83	16.31	16.80	17.30

**APPENDIX "A"**

**RATES OF PAY**

**Effective April 1, 2006**

<b>Steps</b>	<b>one</b>	<b>two</b>	<b>three</b>	<b>four</b>	<b>five</b>	<b>six</b>
<b>Position</b>	<b>(\$/hour)</b>	<b>(\$/hour)</b>	<b>(\$/hour)</b>	<b>(\$/hour)</b>	<b>(\$/hour)</b>	<b>(\$/hour)</b>
<b>By-Law Officer</b>	17.80	18.34	18.89	19.45	20.04	21.26
Community Constable	17.80	18.34	18.89	19.45	20.04	21.26
Finance Clerk	15.37	15.83	16.31	16.80	17.30	17.82
Community Liaison Officer (CLO)	17.11	17.63	18.15	18.70	19.26	19.84
Wellness Worker	17.31	17.83	18.37	18.92	19.49	20.07
Out Reach Worker	18.06	18.60	19.16	19.73	20.32	20.99
Land Administrator	21.48	22.13	22.79	23.48	24.18	24.91
Business Training Centre (BTC) Manager	24.12	24.85	25.59	26.36	27.15	27.96
Economic Development Officer (EDO)	28.25	29.10	29.97	30.87	31.80	32.75
Maintenance Supervisor	31.32	32.26	33.23	34.22	35.25	36.31
Journeyman Mechanic	31.31	32.25	33.21	34.21	35.24	36.30
Heavy Equipment Operator	26.17	26.96	27.77	28.60	29.46	30.34
Observer/Communicator	23.45	24.15	24.87	25.62	26.39	27.18
Airport Maintainer	26.17	26.96	27.77	28.60	29.46	30.34
Building Maintainer	21.25	21.89	22.54	23.22	23.92	24.64
Recreation Coordinator/Leader	24.12	24.85	25.59	26.36	27.15	27.96
Facility Maintainer	15.20	15.66	16.13	16.61	17.11	17.62
Custodian	15.10	15.55	16.02	16.50	16.99	17.50
Waste Vehicle Operator	16.15	16.63	17.13	17.64	18.17	18.72
Water/Sewage Truck Driver	17.92	18.46	19.01	19.58	20.17	20.78
Gym Supervisor	13.10	13.50	13.90	14.32	14.75	15.19
Canteen Manager	15.37	15.83	16.31	16.80	17.30	17.82
Water Services Clerk	15.37	15.83	16.31	16.80	17.30	17.82

<b>Casual Hourly Rates</b>	<b>Effective April █</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>
Casual/Replacement Heavy Equipment Operator'		17.22	17.74	18.27
Casual/Replacement W/S Operator		14.28	14.70	15.15
Casual/Replacement Labourer		11.99	12.35	12.72

- Note: Casual worker rate is an all inclusive rate. The rates do not include 4% vacation pay. No other benefits are paid to casual workers

### **Memorandum of Understanding**

Both the Employer and the Union agree that the following items shall remain in effect for the life of this agreement.

#### **Third Party Funded Positions**

1. Benefits for employees who work in positions funded through the Hamlet by a third party shall be limited to the amount of benefits outlined in funding agreements between the Hamlet and the third party regardless of benefits outlined in the collective agreement. Employees affected by this Third Party arrangement include; Community Liaison Officer, Economic Development Officer, Business Training Center Employees, Wellness Worker, Observer/Communicator, and Airport Maintainer
2. The provisions of Article 26, Classification, shall apply to all new third party funded contract positions or other special project employees that, from time to time, the Hamlet may hire under contribution agreements except that negotiations with the Union will include both pay and benefits.
3. Where the Hamlet provides financial administration only to third party contribution agreements because they are a registered body, the said employees of these contribution agreements are deemed exempt from benefits as outlined in this collective agreement for the duration of this collective agreement



Signed in Arviat, Nunavut on this 28 day of September, 2004

Signed on behalf of

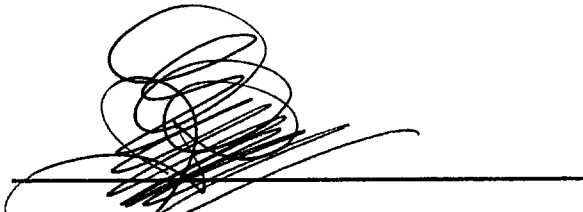
Signed on behalf of

Hamlet of Arviat

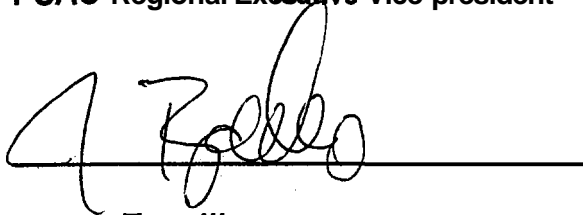
Public Service Alliance of Canada



**Peter Kritaqlilok**  
Mayor



**Jean-Francois Des Lauriers**  
PSAC Regional Executive Vice-president



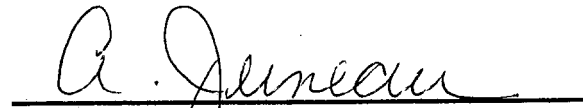
**James Tagalik**  
Committee Member



**John Main**  
Committee Member



**Richard Van Home**  
Senior Administration Officer



**Anne Juneau**  
PSAC Regional Representative