

COLLECTIVE AGREEMENT

BETWEEN

HAMLET OF WHALE COVE

AND

PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its agent

Nunavut Employees Union

EFFECTIVE: SEPTEMBER 1, 1999

EXPIRES: AUGUST 31, 2002

Nunavut Employees Union

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ARTICLE 1

PURPOSE OF AGREEMENT

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a)** "Abandonment of position" – an employee abandons his position when he is absent without leave for a period of three (3) consecutive working days, and the Senior Administrative Officer or his designate has not been notified, directly or indirectly by the employee.
- (b)** "Alliance" means the Public Service Alliance of Canada.
- (c)** "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
- (d)** "Bargaining Unit" means all employees of the Employer except the Senior Administration Officer, Finance Officer, Community Constable and By-Law Officer.
- (e)** "Casual Employee" means a person employed by the Employer for work of a temporary nature. A casual employee is a member of the Bargaining Unit.
- (f)** "Committee" means the Labour/Management Committee.
- (g)** A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, and lives and intends to continue to live with that person as if that person were their spouse.
- (h)** "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer;
 - (i)** with reference to re-appointment of a lay-off 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 other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his periods of employment for purposes of superannuation, sick leave, severance pay and vacation leave and vacation travel benefits shall be considered as continuous employment.

- (i)** "Continuous operation" means any operation in which in each seven day period operations once commenced normally continue day and night without cessation until the completion of the regularly scheduled operations for that period.
- (j)** "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.
- (k)** "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position.
- (l)** "Dependant" means a person who is the employee's spouse (including common-law), child, step-child, adopted child who is under twenty-one years of age or more and dependant upon him/her by reason of full-time attendance at an educational institution or mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him/her for support by reason of mental or physical infirmity.
- (m)** "Employee" means a member of the bargaining unit.
- (n)** "Employer" means the Whale Cove Hamlet Council.
- (o)** "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (p)** "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 or that the Employer submits to the Union, to be processed through the grievance procedure.
- (q)** "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.
- (r)** "Lay-Off" means an employee whose employment has been terminated because of lack of work, lack of funds, or the discontinuance of a function.
- (s)** "Leave of Absence" means absence from duty with the Employer's permission.
- (t)** "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, or insurance premium.
- (u)** "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work.
- (v)** "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of three (3) months after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted if such a position is vacant.
- (w)** "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:
 - (i)** the minimum increment in the new position; or
 - (ii)** four percent (4%) of the maximum rate of pay of the former position where the new position has only one rate of pay.

- (x)** "Rates of Pay"
 - (i)** "daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Article 22;
 - (ii)** "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
 - (iii)** "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
 - (iv)** "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).
- (y)** "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
- (z)** "Seniority" means length of service with the Employer.
- (aa)** "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (bb)** "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- (cc)** "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:

- (a)** if defined in the Interpretation Act, but not defined elsewhere in this Agreement have the same meaning as given to them in the Interpretation Act.

2.03 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 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, race, creed, colour, national origin, political or religious affiliation, marital status, (including common-law relationships), family status, sexual orientation, criminal offence for which a pardon has been granted, mental or physical disability (except for employment equity programmes), by reason of Union membership or activity nor by exercising their rights under the Collective Agreement.

RECOGNITION

3.03 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

ARTICLE 4

APPLICATION

- 4.01** The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 4.02** Except as provided otherwise, part time Employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week.
- 4.03** The Employer shall pay one half of the costs associated with printing the Collective Agreement, to a maximum of one hundred and fifty (\$150) dollars, provided:
- (a)** the Union provides the Employer with receipts showing amounts expended, and
 - (b)** the collective agreement is printed and distributed within ninety days of it signing.

The Union shall facilitate the printing and distribution of the collective agreement.

ARTICLE 5

FUTURE LEGISLATION

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

CONFLICT OF PROVISIONS

- 5.02** 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, unless the Employer is compelled by law to issue and enforce such regulation, direction of other instrument.

ARTICLE 6

STRIKES AND LOCKOUTS

- 6.01** There shall be no lockout by the Employer and no work stoppage, by any employee(s) during the term of this Collective Agreement.
- 6.02** "Work Stoppage" includes a cessation of work or a refusal to continue to work by employees, in combination or in concert or in accordance with a common understanding, and a slowdown of work or other concerted activity on the part of employees in relation to their work that is designed to restrict or limit output
- 6.03** No employee shall be required to facilitate a struck employer. No employee shall suffer a loss of pay or benefits as a result of a refusal to facilitate a struck employer.

ARTICLE 7

MANAGEMENT RIGHTS

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

ARTICLE 8

EMPLOYER DIRECTIVES

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

ARTICLE 9

UNION ACCESS TO EMPLOYER PREMISES

- 9.01** Upon reasonable notice, the Employer shall permit access to its work premises of an accredited representative of the Union. Such visits shall not interfere with the Hamlet's operations.
- 9.02** The Union representative will endeavour to notify the Employer in advance of a visit to the workplace and will inform him of actual visits made as soon as is practicable

ARTICLE 10

APPOINTMENT OF REPRESENTATIVES

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

ARTICLE 11

TIME-OFF FOR UNION BUSINESS

ARBITRATION HEARINGS (Disputes)

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

Employee called as a Witness

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

ARBITRATION HEARING (Grievance)

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

Employee who acts as a Representative

- (b) 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

- (c) The Employer will grant leave with pay to a witness called by an employee who is a 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 his or her grievance they shall be granted time off.

(a) when the discussions take place at his or her place of duty, leave with pay and,

(b) when the discussions take place outside his or her place of duty, leave without pay.

CONTRACT NEGOTIATIONS MEETINGS

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

PREPARATORY CONTRACT NEGOTIATIONS MEETINGS

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

MEETINGS BETWEEN EMPLOYEE ORGANIZATIONS AND MANAGEMENT

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

EMPLOYEE ORGANIZATION EXECUTIVE COUNCIL MEETINGS, CONGRESS AND CONVENTIONS

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

REPRESENTATIVES TRAINING COURSE

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

TIME-OFF FOR REPRESENTATIVES

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

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

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

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

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

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

ARTICLE 12

CHECK OFF

12.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.

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

12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.

12.04 No employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.

12.05 The amounts deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1 by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on 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 employee's T-4 slip the total amount of Union dues deducted for the preceding year.

ARTICLE 13

INFORMATION

13.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name and social insurance number of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck off strength during the period reported.

13.02 The Employer shall make available to each employee a copy of the Collective Agreement.

13.03 The Employer agrees to make available to each new member of the Bargaining Unit a copy of the Collective Agreement upon his appointment.

- 13.04** The Employer shall provide the Union with a report of all newly created positions, including those excluded from the bargaining unit.

ARTICLE 14

SENIORITY

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

ARTICLE 15

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 15.01** The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use.
- 15.02** The Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 15.03** The Employer will process any mail originating from the Union addressed to all employees in accordance with the Employer's normal internal mail distribution system.
- 15.04** A representative of the Union shall have the right at an employee orientation course to make a presentation of up to fifteen minutes. The representative of the Union shall be granted leave with pay.

ARTICLE 16

DESIGNATED PAID HOLIDAYS

- 16.01** (1) The following days are designated paid holidays for employees covered by this Collective Agreement:
- (a)** New Year's Day;
 - (b)** last Monday in February;
 - (c)** Good Friday;
 - (d)** Easter Monday;
 - (e)** Victoria Day;
 - (f)** Canada Day;
 - (g)** Civic Holiday, The first Monday in August;

- (h)** Labour Day;
- (i)** Thanksgiving Day;
- (j)** Remembrance Day;
- (k)** Christmas Day;
- (l)** Boxing Day;
- (m)** Nunavut Day
- (n)** Hamlet Day

(2) A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada or the Commissioner of Nunavut.

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

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 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.

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

ARTICLE 17

LEAVE - GENERAL

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

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

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

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

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

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

ARTICLE 18

VACATION LEAVE

ACCUMULATION OF VACATION LEAVE

18.01 (1) For each month of a fiscal year in which an employee receives pay for at least ten (10) days, he 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 eight (8) 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 eight (8) years of continuous service 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 and ending in the month that twenty (20) years of service is completed.

(e) Three (3) days each month commencing in the month after completion of twenty (20) years of continuous employment.

(2) (a) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs (b), (c), (d), and (e) of section (1) of this clause.

GRANTING OF VACATION LEAVE

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

(a) schedule vacation leave for all employees in the fiscal year in which it is earned;

(b) not recall an employee to duty after he has proceeded on vacation leave;

(c) grant the employee his vacation leave during the fiscal year in which it is earned at the time specified by him.

(d) comply with any request made by an employee before January 31, that he be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by him in the current year;

(e) (i) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and

(ii) recognize Seniority on preference for a vacation period.

(f) to grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer at least one (1) day's advance notice in writing.

18.03 Except for clause 18.02(f), applications for vacation leave must be completed in writing and submitted to the Senior Administrative Officer two weeks prior to the date the vacation leave commences.

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

(a) is granted special leave, when there is a death in his immediate family as defined in Article 19; or

(b) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or

(c) is granted sick leave on production of a medical certificate;

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

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

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

18.07 Due to emergency operational requirements the Employer may alter an employees vacation period unless.

(i) The employee has made non-refundable deposits in view of his vacation or;

(ii) The employee's spouse has arranged a vacation period which coincides with the employee.

LEAVE WHEN EMPLOYMENT TERMINATES

18.08 Where an employee dies or otherwise terminates his employment:

(a) The employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment, or

(b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests because of a requirement to meet the minimum service requirements for severance pay. This request shall be made as far in advance as is possible.

(c) at the employee's request, the Employer shall divide the amount owing as specified in (a) above by four, and shall attach this amount to the employees regular earnings over a four pay period. Adequate notice must be given by the employee.

VACATION TRAVEL ASSISTANCE

18.09 All employees and dependants over the age of two on vacation leave shall be entitled to receive \$1175, to a maximum of \$4000 per employee, once every fiscal year. Effective April 1, 2001, this maximum shall increase to \$5000 per employee.

TRAVEL TIME

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

ARTICLE 19

SPECIAL LEAVE

CREDITS

- 19.01** An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the rate of one-half (1/2) day for each calendar month in which he received pay for at least ten (10) days.

As credits are used, they may continue to be earned up to the maximum.

- 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, uncle and any relative permanently residing in the employee's household or with whom the employee permanently resides.

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

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

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

- (a)**
 - (i) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person;
 - (ii) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill:
 - (iii) where an employee undertakes medical escort duties for an immediate family member. An employee may use annual leave if there are insufficient special leave credits.
- (b)** where special circumstances not directly attributable to the employee prevent his reporting to duty, including but not restricted to:
 - (i)** serious household or domestic emergencies.
 - (ii)** a transportation tie-up if the employee makes every reasonable effort to report for duty;
 - (iii)** serious community emergencies, where the employee is required to render assistance;
- (c)** in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- (d)** Such leave will not be unreasonably withheld.

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

period to a maximum of three (3) working days.

COURT LEAVE

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

- (a) to serve on a jury and the jury selection process; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (ii) in or under the authority of a court of justice or before a grand jury;
 - (iii) before a court, judge, justice, magistrate, or coroner;
 - (iv) 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;
 - (v) 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;
 - (vi) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
- (c) any remuneration received by an employee shall be paid to the Employer;

ADVANCE OF CREDITS

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

CASUAL LEAVE

19.08 The Employer may grant an employee casual leave with or without pay for other purposes of a special or unusual nature.

19.09 Employees shall be granted casual leave with pay to a maximum of one day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups. The Employer may require appropriate documentation. Such leave shall be granted only for the actual length of time of the treatment or check-up.

19.10 Employees shall be granted casual leave with pay under the following circumstances:

- (a) two (2) hours of leave with pay for an appointment with (or to accompany a dependant family member to or from) a doctor, dentist, or lawyer, school authorities, or adoption agencies.

ARTICLE 20

SICK LEAVE

CREDITS

20.01 An employee shall earn sick leave credits at the rate of one and one-half (1½) days for each calendar month for which he receives pay for at least ten (10) days.

20.02 Sick leave shall only be granted for the purpose of providing employees with salary protection in the event that they are sick or seeking medical treatment. When an employee has been frequently granted sick leave, the Employer may require the employee to produce a medical certificate from a qualified medical practitioner or nurse certifying that such employee was unable to carry out his duties due to

illness. The Employers request will be written and for a defined period of time. If certification is not provided to the Employer, all absences will be taken as leave without pay.

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

(a) There shall be no charge against an employee's sick leave credits when his absence on account of illness is less than one-half day and the employee has been on duty for at least two (2) hours;

(b) Where the period of absence on account of illness is at least one-half (1/2) day but less than a full day, one-half (1/2) day only shall be charged as sick leave.

20.04 Where leave of absence without pay is authorized for any reason, or an employee is laid-off, and the employee returns to work upon expiration of such leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

20.05 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he may be granted sick leave in advance to a limit of five (5) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

20.06 An employee is not eligible for sick leave during any period in which he is on lay-off or under suspension.

20.07 Sick leave is not normally granted when an employee does not intend, or will be unable to return to duty at the expiration of sick leave. All exceptions must be approved by the Senior Administrative Officer.

TRAVEL TIME

20.08 Every employee who is proceeding to a medical centre will be granted leave of absence with pay which is to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel.

WELLNESS REWARD

20.09 At the end of the fiscal year, if an employee has not used any sick leave credits then five (5) of his sick leave credits are converted to vacation leave. The other days of sick leave credits are credited to his sick leave bank. If an employee uses less than five (5) days sick leave in a fiscal year, the remainder of the five (5) days will be converted to vacation leave.

INJURY ON DUTY LEAVE

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

ARTICLE 21

OTHER TYPES OF LEAVE

MATERNITY LEAVE

21.01 (a)(i) An employee who becomes pregnant shall notify the Employer at least 15 weeks prior to the expected date of the termination of her pregnancy; and, subject to section (ii) 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 twenty-six (26) weeks after the date of the termination of her pregnancy.

- (ii) 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 twenty-six (26) weeks after the date of the termination of her pregnancy;
 - (b) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination date of her pregnancy;
- (iii) The Employer may:
 - (a) where maternity leave without pay is requested, require the employee to submit a medical certificate certifying pregnancy.
 - (iv) Leave granted under this Article shall be deemed to be continuous employment for the purpose of seniority
- (b) (i) After completion of six (6) months continuous employment, as a full-time employee, an employee who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 18 or 20 of the Unemployment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
 - (ii) An applicant under Clause 21.01 (b) (i) shall sign an agreement with the Employer providing:
 - (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
 - (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with her Employer's consent.
 - (iii) Should the employee fail to return to work as per the provisions of Clause 21.01(b)(ii), the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.
 - (iv) In respected of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will be a maximum of seventeen (17) weeks payment equivalent to ninety-three (93%) percent of her weekly rate of pay.
 - (v) The employee shall have no vested interest in the above plan.
 - (vi) The Employer shall not reduce or increase wages, or other monies normally owing to the employee solely because the employee is participating in the above plan.
 - (vii) The employee shall not receive more than ninety-three (93%) percent of their regular wages while participating in the above plan.
- (b)** Further, when a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

EMERGENCY LEAVE

21.02 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 WITHOUT PAY

- 21.03** An employee who intends to request adoption leave shall notify the Employer as soon as the application for adoption has been approved by the adoption agency.
- 21.04** An Employer shall grant adoption leave without pay to every employee who:
- (a)** has been in the employment of the Employer for a continuous period of at least twelve (12) months immediately preceding the date of placement of the child with the employee
 - (b)** submits to the Employer a written application for leave at least four (4) weeks prior to the date on which the child is placed in the home or otherwise placed in the care and custody of the employee
 - (c)** submits a letter signed by the Superintendent of Child Welfare, or in the case of customary adoption, signed by the natural mother confirming the proposed placement of the child with the employee.
- 21.05** Adoption leave without pay consists of a period of six (6) weeks commencing not earlier than one week before the date on which the child is placed in the home or otherwise placed in the care and custody of the employee.
- 21.06** Adoption leave without pay utilized by an employee-couple in conjunction with the adopting of a child shall not exceed a total of six (6) weeks for both employees combined.
- 21.07** The Employer may:
- (a)** defer the commencement of adoption leave with out pay at the request of an employee;
 - (b)** grant the employee adoption leave with less than four (4) weeks notice prior to the acceptance of custody;
 - (c)** require an employee to submit proof of adoption.
- 21.08** Leave under this Article will only be granted where the adopted child is under the age of six (6) years.

LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF PRESCHOOL AGE CHILDREN

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

ARTICLE 22

HOURS OF WORK

- 22.01** Except for Airport Observer/Communicator, Airport Maintainer, Recreation Coordinator, Recreation Facility Maintainer, Arena Maintainer, Clerk/Typist, Secretary/Interpreter, Lands Officer, Economic Development Officer and Municipal Liaison Officer, the hours of work shall be from 8:00 a.m. to 5:00 p.m., exclusive of a one hour lunch period, Monday to Friday.
- 22.02** Normal hours of work for Recreation Coordinator, Clerk/Typist, Secretary/Interpreter, Lands Officer, Economic Development Officer and Municipal Liaison Officer shall be from 8:30 a.m. to 5:00 p.m., exclusive of a one hour lunch period, Monday to Friday
- 22.03** The airport Observer/Communicator, Airport Maintainers, Arena Maintainer, Recreation Co-ordinator and Recreation Facility Maintainer shall work flexible hours as is mutually agreed upon between the employees and the Hamlet subject to the following provisions:

- (a) the regular hours of work shall be eight (8) hours per day and forty (40) hours per week;
- (b) Where these employees are unable to take a meal period, they shall each be provided with a \$10.10 meal allowance;

22.04 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-afternoon.

22.05 The Employer may provide a "coffee room" for the purpose of the rest period, however an employee may absent himself from the worksite during the rest period.

Employees shall share in the cost of coffee and associated expenses to a maximum of five dollars (\$5.00) per employee per pay period. This amount may be altered upwards or downwards as required, by mutual consent.

22.06 In the event that an employee is unable to take his or her rest period at the regular time due to operational requirements, this rest period will be taken at a later time mutually agreed upon between the Employer and the employee.

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

ARTICLE 23

OVERTIME

23.01 In this Article:

- (a) "Overtime" means work performed by an employee in excess or outside of his regularly scheduled hours of work.
- (b) "Straight time rate" means the hourly rate of remuneration.
- (c) "Time and One-half" means one and one-half times the straight time rate.
- (d) "Double time" means twice the straight time.

23.02 An employee who is required to work overtime shall be paid overtime compensation for all overtime worked subject to a minimum payment of one (1) hour at the overtime rate.

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

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

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

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

23.06 Overtime work shall be compensated as follows:

- (a) at time and one-half (1½ X) for all hours except as provided in clause 23.06 (b);
- (b) at double time (2X) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2X) for all hours worked on a Sunday or subsequent day of rest, or holiday.

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

23.07 "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed his last regular shift, and

- (b) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.

23.08 When an employee works less than his regular hours of work on a given day, overtime hours worked on that same day may be used to compensate for this rather than a deduction from salary.

ARTICLE 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 rates specified in the Appendices 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.

24.03 Employees who are entitled to overtime compensation or allowances in addition to their regular pay shall receive such compensation or allowances within two (2) weeks following the day when the compensation was earned.

24.04 When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime and number of overtime hours.

24.05 Allowances are paid on an hourly basis for all regular hours worked. Nothing in this Agreement constitutes a guarantee that any employee will receive any amount of allowances in a year.

ACTING PAY

24.06 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, 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.

24.07 When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

24.08 The employee shall be paid at the level of the acting classification that is closest to, but not less than the employee's current rate of pay.

PERFORMANCE INCREASES

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

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

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

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

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

PAY RECOVERY

24.13 Where an employee, through no fault of his own, has been overpaid, the appropriate pay office will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and employee shall discuss and devise an acceptable recovery schedule.

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

CREDIT FOR PREVIOUS EXPERIENCE

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

ARTICLE 25

REPORTING PAY

25.01 (1) Unless the employee is told not to report to work, if an employee reports to work on his regularly scheduled shift and there is a change in his shift assignment he shall be entitled to four (4) hours of work. When no work is available he shall receive compensation of four (4) hours pay at the straight time rate.

(2) Unless the employee is told not to report to work, if an employee reports to work on his regularly scheduled shift and there is insufficient work available he is entitled to four (4) hours of work. When no work is available he shall receive compensation of four (4) hours pay at the straight time rate.

(3) If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available he shall receive compensation of four (4) hours pay at the appropriate overtime rate.

(4) If an employee is directed to report for work outside of his regularly scheduled hours, 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.

ARTICLE 26

CALL-BACK PAY

- 26.01** When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (a)** compensation at the appropriate overtime rate; or
 - (b)** compensation equivalent to four (4) hours' pay at the straight-time rate.
 - (c)** compensation for call-back shall be made in cash or compensatory leave, as is desired by the employee.
- 26.02** Employees shall not be required to return to work on a call-back. When employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.
No employee shall be disciplined for being unable to return to work on a call-back.

ARTICLE 27

SHIFT PREMIUM

- 27.01** An employee who is regularly scheduled to work outside of the normal hours of work as defined in Article 22.01 shall be paid a shift premium of one dollar (\$1.00) per hour for those hours worked which are outside the normal hours of work.

ARTICLE 28

TERM POSITIONS

- 28.01** Subject to clauses 11.11 and 21.09, except with prior mutual agreement between the Union and the Employer, no term position may extend beyond one (1) year. Should the Employer wish a term position to extend beyond a period of one (1) year, that position must become a regular position which must be offered to the incumbent of the term position, and his or her seniority date shall be the initial date of hire into his or her term position.

ARTICLE 29

STANDBY

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

during each standby period of eight (8) consecutive hours or portion thereof.

29.05 Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.

29.06 An employee may be required to work standby.

ARTICLE 30

TECHNOLOGICAL CHANGE

30.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.

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

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

ARTICLE 31

DUTY TRAVEL

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

PAY FOR TRAVEL ON BEHALF OF EMPLOYER

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

- (a)** when the travel occurs on a regular workday, as though he were at work for all hours travelled;
- (b)** when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.

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

31.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1½) his rate of pay or be granted the equivalent leave with pay.

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

31.06 Where an employee is on duty travel status or is taking courses on behalf of the employer (including apprentices taking trade training courses) and there is a death in Whale Cove of a person in the employee's immediate family, the Employer shall return the employee to Whale Cove for the funeral at no cost to the employee.

ARTICLE 32

SEVERANCE PAY

LAY-OFF

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

RESIGNATION

- 32.03** An employee who resigns after four (4) years of continuous employment is entitled to be paid severance pay on resignation in accordance with the following schedule.

<u>Length of Service</u>	<u>Amount of Severance Pay</u>
4 years	2 weeks pay
6 years	3 weeks pay
8 years	4 weeks pay
10 years	5 weeks pay
12 years	6 weeks pay
14 years	7 weeks pay
16 years	8 weeks pay
18 years	9 weeks pay
20 years	10 weeks pay
22 years	11 weeks pay
24 years	12 weeks pay
26 years	13 weeks pay

RETIREMENT AND TERMINATION FOR HEALTH REASONS

- 32.04** (a) This Clause shall apply to an employee:
- (i) who retires; or
 - (ii) who resigns because he becomes, as supported by a medical certificate, incapable of performing his duties because of chronically poor health, and
- (b) when employment terminates for either of the reasons stated in (a) above, the employee shall be paid Severance Pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of thirty (30),
- (c) When employment terminates for either of the reasons stated in (a), the employee shall have the right to waive his entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

DEATH

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

DISMISSAL, ABANDONMENT OF POSITION

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

ARTICLE 33

LAY-OFF AND JOB SECURITY

33.01 Lay-offs will be made, when necessary, on the basis of reverse order of seniority within the affected classification. In order to minimize the adverse effects of Lay-off, the Employer will provide retraining when practicable.

33.02 A person ceases to be a lay-off if he is not appointed to a position within twelve (12) months from the date on which he became a lay-off.

33.03 Before an employee is laid off:

(a) each such employee shall be given notice in writing of the effective date of his lay-off as far in advance as is possible subject to a minimum of one (1) month.

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

RECALL

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

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

Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.

Where notice of recall is given by registered mail, notice is deemed to be given three days from the date of mailing.

33.06 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.

COOLING OFF PERIOD - 2 WORKING DAYS

33.07 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 two (2) working days.

GARNISHEE

33.08 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 34

JOB DESCRIPTIONS

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

ARTICLE 35

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 35.01** Performance reviews shall be completed within sixty (60) days following the employee's anniversary date, unless an extension is agreed to between the employee and the Employer.
- 35.02** When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 37 to correct any factual inaccuracies in his performance appraisal.
- 35.03** The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals.
- 35.04** The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing.
- 35.05** Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after one (1) year has elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
- 35.06** 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.
- 35.07** The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

In the event that an Employer's representative has not observed the employee's performance for one-half (1/2) of the period, an Employer's representative in the best position to make the evaluation shall do so.

- 35.08** The Employer agrees that there will be only one file kept for each employee.
- 35.09** The Employer agrees that communications between an employee and his representative are privileged and confidential. The Employer shall not ask questions of the representative which answers to those questions may be damaging to the employee(s), nor shall any evidence produced by the representative be used against the employee(s). In accordance with the foregoing, a representative shall not be forced to testify against an employee.

ARTICLE 36

CLASSIFICATION

- 36.01** During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 36.02** 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 before he files a grievance.

ARTICLE 37

ADJUSTMENT OF DISPUTES

- 37.01** The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a)** by the interpretation or application of:
 - (i)** a provision of an Act, or a regulation, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
 - (ii)** a provision of this Collective Agreement; and
 - (b)** disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (c)** dismissal; and
 - (d)** letters of discipline placed on personnel file.
- 37.02** The procedure for the final resolution of the grievances listed in 37.01 is to arbitration.
- 37.03** If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 37.04** An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the immediate supervisor who shall forthwith:
- (a)** forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (b)** provide the employee with a receipt stating the date on which the grievance was received by him.
- 37.05** Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a)** First Level (Senior Administrative Officer)
 - (b)** Second Level (Hamlet Council)
 - (c)** Final Level (Arbitration)

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

ARBITRATION

- 37.18** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties

may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his desire to submit the difference or allegation to arbitration.

- 37.19** The parties agree that arbitration referred to in 37.18 shall be by a single arbitrator.
- 37.20** 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 until 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.
- 37.21** The arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code* in addition to any powers which are contained in this Agreement.
- 37.22** The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 37.23** The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 37.24** The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 37.25** The Hamlet and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 37.26** Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Nunavut Court of Justice, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgement or an order of that court and may be enforceable as such.
- 37.27** In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a)** direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
 - (b)** make such order as he considers fair and reasonable having regard to the terms of this Agreement.
- EXPEDITED ARBITRATION
- 37.28** As an alternative to the formal arbitration process set out in the foregoing paragraph, by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means
- 37.29** The Labour Management Committee has the right to attempt to resolve the matter within four (4) days prior to referral to arbitration.

ARTICLE 38

NO CONTRACTING OUT

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

ARTICLE 39

LABOUR/MANAGEMENT COMMITTEE

- 39.01** The Labour/Management Committee shall develop a Health and Safety Committee which shall be mutually agreed upon by both the Employer and the employees.
- 39.02** A Labour/Management Committee will be formed to consult on matters of Safety and Health, the Employee Assistance Program, the translation of this Agreement, transportation to a medical centre, energy conservation, and other matter of mutual interest.
- 39.03** The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 39.04** 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.
- 39.05** In matters of Safety and Health, the Committee will follow the following provisions:
- (a)** The Employer shall post the names of the Committee members in a prominent place.
 - (b)** Committee members shall perform the necessary duties of: Investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal.
 - (c)** The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
 - (d)** The Employer shall ensure that first aid kits are provided and are readily accessible at all times. Said first aid kits shall be kept well stocked at all times.
 - (e)** The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.
 - (f)** The Committee is to consider various alternatives for ensuring that the injured employee receives the appropriate medial transportation to the nearest medical facility and which agency is to bear such costs.

WORKPLACE ENVIRONMENTAL PROTECTION

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

TOXIC HAZARDOUS SUBSTANCES

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

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

PROTECTIVE CLOTHING AND EQUIPMENT

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

PROTECTIVE RIGHTS OF PREGNANT WORKERS

- (j) A pregnant worker who furnishes to the Employer a medical certificate attesting that her 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. A request shall be granted by the Employer and the assignment shall be without loss of pay or benefits.

THE RIGHT TO KNOW

- (k) Hazard Identification

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

INFORMATION AND INVESTIGATIONS CONCERNING HEALTH HAZARDS AND WORK INJURIES

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

PROVISION OF LEGISLATION OR EMPLOYER'S POLICIES

- (m) The Employer shall make available a copy of applicable health and safety legislation and regulations and Employer's policies and standards such as:
 - (i) Handbook of Occupational Health and Safety (Treasury Board of Canada); or
 - (ii) Part II of the Canada Labour Code and Regulations; or
 - (iii) Territory Acts;

The Employer shall indicate where the copies are available by means of a posting in a prominent place.

SMOKE-FREE WORKPLACE

- (n) In the event that the premises of the Employer become "Smoke-free", the Employer shall provide a designated area in each workplace where smoking will be permitted.

TRANSLATION OF THE AGREEMENT

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

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

ENERGY CONSERVATION

39.08 The Committee shall discuss the matter of energy conservation in accordance with the objective of Article 40. The following guidelines shall apply:

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

ARTICLE 40

ENERGY CONSERVATION

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

ARTICLE 41

SAFETY AND HEALTH

RIGHT TO REFUSE DANGEROUS WORK

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

41.02 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 Nunavut Safety Officer has investigated the matter and advised him otherwise.

41.03 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 (i) above. No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

ARTICLE 42

HARASSMENT

42.01 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.

42.02 Cases of proven unwanted personal harassment, sexual harassment or abuse of authority by a person employed by the Employer is considered a disciplinary infraction and will be dealt with as such.

42.03 Personal harassment means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable

conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.

- 42.04** Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offence or humiliation; or
 - (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 42.05** Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- 42.06** Any level in this grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 42.07** Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 42.08** An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

ARTICLE 43

CIVIL LIABILITY

- 43.01** 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:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him must advise the Senior Administrative Officer of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and
 - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a wilful breach of his duty as an employee.
 - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel.
 - (e) Nothing in this Section will interfere with the right of the Employer to defend itself or the employee.

ARTICLE 44

SUSPENSION AND DISCIPLINE

- 44.01** 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 employees length of service, and other

relevant mitigating factors.

- 44.02** When employees are to be suspended from duty, the Employer shall notify the employee in writing of the reasons for such suspension within twenty-four (24) hours of the suspension in sufficient detail that the employee may defend himself/herself against it.
- 44.03** The Employer shall notify the local representative of the Union that such suspension has occurred or is to occur.
- 44.04** 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 45

VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS

- 45.01** Advertisements for positions with the Employer shall be posted in appropriate locations, including the Union notice board.
- 45.02** Seniority shall be the governing factor in determining promotions, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job. Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period.
- 45.03** In filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within fifteen (15) working days of posting, or such date that the Employer indicates on the notice.
- 45.04** No employee shall be transferred to a position outside the Bargaining Unit without his consent for a period of time greater than sixty (60) days. Such transfer outside the Bargaining Unit may continue past sixty (60) days, but only with the consent of the employee, and in any event will not exceed six (6) months. An employee shall be entitled to all right and benefits contained in the Collective Agreement for the duration of this transfer.
- 45.05** No employee shall be transferred to another position within the Bargaining Unit without his consent for a period of time greater than sixty (60) days. Such transfer within the Bargaining Unit may continue past sixty (60) days, but only with the consent of the employee, and in any event will not exceed six (6) months.
- 45.06** New employees shall not be hired when there are employees on lay-off who are qualified to perform the job.

ARTICLE 46

BENEFITS

- 46.01** All employees and their dependants shall be entitled to the following benefits of the Nunavut Employees Benefit Services (NEBS):
- (i)** Life Insurance
 - (ii)** Accidental death and dismemberment
 - (iii)** Dependant Insurance
 - (iv)** Long Term Disability
 - (v)** NEBS plus pension

ARTICLE 47

TRADES

APPLICATION

47.01 The provision of this Article shall apply to all positions in the trades category of the classification system.

WASH-UP TIME

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

WORK CLOTHING AND PROTECTIVE EQUIPMENT

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

- (i) Aprons
- (ii) Dust protection
- (iii) eye protection (including the cost of hardex coating applied to an employees prescription glasses. Note - the cost of the prescription glasses themselves are not provided).
- (iv) Ear protection
- (v) Hardhats
- (vi) Rubber gloves

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

47.05 The Employer shall share equally in the cost of safety footwear. For this purpose, the employee shall purchase the safety footwear, following which the Hamlet will reimburse the employee upon presentation of the receipt.

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

47.07 The Employer shall replace the articles mentioned in 47.03 to 47.06 above as required by the same method as provided initially when they are presented worn or damaged beyond repair by an employee, at no cost to the employee.

ADVERSE WEATHER CONDITIONS

47.08 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions.

47.09 During adverse weather conditions the Employer may alter Clause 22.01 (hours of work) for the duration of the adverse weather conditions (e.g. should a storm clear at 11:00 a.m., that days work hours may be from 11:00 a.m. to 8:00 p.m.).

47.10 In the event that adverse weather conditions prevail immediately prior to a weekend, the Employer may, if absolutely necessary, require employees to work for the purpose of road clearing and providing water and sewage services. Compensation will be at the straight time rate.

ARTICLE 48

APPRENTICES AND TRAINEES

48.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices and Trainees by the Employer:

- (a) The Apprentices and Tradesmen Act and pursuant Regulations shall apply to all Apprentices and Trainees employed. A copy of the current Regulations shall be made available to the apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprentices and Tradesmen Act.
- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
- (d) Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

Four Year Training Programs

Year 1	55%
Year 2	65%
Year 3	75%
Year 4	85%

Three Year Training Programs

Year 1	60%
Year 2	70%
Year 3	80%

Two Year Training Programs

Year 1	65%
Year 2	80%

One Year Training Programs

Year 1	70%
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- (e) The Employer will pay the Apprentice while attending trade courses in accordance with the Employer's Policy regarding financial support while in trade training.
- (f) Apprentices and Trainees shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.

48.02 Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment.

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

ARTICLE 49

TOOLS

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

ARTICLE 50

SETTLEMENT ALLOWANCE

- 50.01** A Settlement Allowance will be paid to every employee in the amount of \$7500, prorated to an hourly rate and paid to all employees for all regular hours of work.

Effective September 1, 2001 settlement allowance shall be based on \$8,000 per year.

ARTICLE 51

HOUSING ALLOWANCE

- 51.01** An employee residing in a private residence or home assistance program house shall be provided with a Housing Allowance in the annual amount of five thousand and four hundred dollars (\$5,400.00). This amount shall be paid in equal bi-weekly instalments.
- 51.02** There shall only be one housing allowance paid per household.
- 51.03** Part time employees shall receive a prorated housing allowance.

ARTICLE 52

CASUAL EMPLOYEES

- 52.01** The following terms and conditions will apply to the employment of casuals by the Hamlet of Whale Cove.
- (a)** Casual employees are not to be employed for periods in excess of six (6) continuous months. Where a casual employee exceeds six (6) months continuous employment he/she will be appointed as a term employee retroactive to the first day of employment as a casual employee, and shall be entitled to all provisions of the Collective Agreement from the first day of employment.
- (b)** The Employer shall ensure that a series of casual employees are not employed to perform the duties of any one particular job classification, or in lieu of establishing a full-time position or filling a vacant position.

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

ARTICLE 53

RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

RE-OPENER OF AGREEMENT

- 53.01** This Agreement may be amended by mutual consent.

MUTUAL DISCUSSIONS

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

ARTICLE 54

DURATION AND RENEWAL

- 54.01** The term of this Agreement shall be from September 1, 1999 to August 31, 2002. All provisions shall come into force on ratification, unless another date is specified.
- 54.02** Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 37, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective or until the provisions of section 89 of the *Canada Labour Code* have been complied with.
- 54.03** Within three (3) 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 Subsection 1 of Section 49 of the *Canada Labour Code*.
- 54.04** Where notice to commence collective bargaining has been given under Clause 54.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement has been concluded in accordance with Section 50 of the *Canada Labour Code* Part I or upon mutual agreement of the parties the matter is referred to interest arbitration and an award is handed down.

**APPENDIX A
RATES OF PAY
From September 1, 1998**

<u>Classification</u>	<u>Steps</u>	1	2	3	4	5	6
Trades Employees							
Foreman		\$24.51	\$25.34	\$26.20			
Head Mechanic		\$25.99	\$26.89	\$27.83			
Assistant Mechanic		\$20.08	\$20.69	\$21.33	\$22.00	\$22.71	\$23.45
Water Truck Operator Sewage Truck Operator Garbage Truck Operator		\$17.23	\$17.73	\$18.26	\$18.82	\$19.40	\$20.02
Assistant Water Truck Driver Assistant Sewer Truck Driver Asst. Garbage Truck Operator		\$15.85	\$16.29	\$16.75	\$17.23	\$17.73	\$18.26
Building Maintainer Heavy Equipment Operator		\$24.51	\$25.34	\$26.20			
Janitor		\$15.85	\$16.29	\$16.75	\$17.23	\$17.73	\$18.26
Office Employees							
Clerk/Typist		\$14.66	\$15.04	\$15.44	\$15.85	\$16.29	\$16.75
Secretary/Interpreter		\$15.28	\$15.75	\$16.23	\$16.64	\$17.11	\$17.61
Government Liaison Officer		\$18.27	\$18.93	\$19.62	\$20.33	\$21.07	\$21.81
Lands Officer Economic Development Officer		\$15.16	\$15.71	\$16.28	\$16.85	\$17.44	\$18.05
Casual Employee		\$14.00					
Recreation Employees							
Recreation Coordinator		\$23.86	\$24.67	\$25.15	\$26.40	\$27.33	\$28.30
Arena Maintainer Recreation Facility Maintainer		\$13.30	\$14.28	\$15.27	\$16.25	\$17.24	\$18.22
Airport Operations Employees							
Airport Maintainer		\$20.08	\$20.69	\$21.33	\$22.00	\$22.71	\$23.45
Observer/Communicator		\$21.33	\$22.00	\$22.71	\$23.45	\$24.23	\$25.05

Senior Observer/Communicator shall be paid \$100 per month in addition to regular salary

EFFECTIVE SEPTEMBER 1, 2000

<u>Classification</u>	<u>Steps</u>	1	2	3	4	5	6
Trades Employees							
Foreman		\$24.88	\$25.72	\$26.59			
Head Mechanic		\$26.38	\$27.29	\$28.25			
Assistant Mechanic		\$20.38	\$21.00	\$21.65	\$22.33	\$23.05	\$23.80
Water Truck Operator Sewage Truck Operator Garbage Truck Operator		\$17.49	\$18.00	\$18.53	\$19.10	\$19.69	\$20.32
Assistant Water Truck Driver Assistant Sewer Truck Driver Asst. Garbage Truck Operator		\$16.09	\$16.53	\$17.00	\$17.49	\$18.00	\$18.53
Building Maintainer Heavy Equipment Operator		\$24.88	\$25.72	\$26.59			
Janitor		\$16.09	\$16.53	\$17.00	\$17.49	\$18.00	\$18.53
Office Employees							
Clerk/Typist		\$14.88	\$15.27	\$15.67	\$16.09	\$16.53	\$17.00
Secretary/Interpreter		\$15.51	\$15.99	\$16.47	\$16.89	\$17.37	\$17.87
Government Liaison Officer		\$18.54	\$19.21	\$19.91	\$20.63	\$21.39	\$22.14
Lands Officer Economic Development Officer		\$15.39	\$15.95	\$16.52	\$17.10	\$17.70	\$18.32
Casual Employee		\$14.00					
Recreation Employees							
Recreation Coordinator		\$24.22	\$25.04	\$25.53	\$26.80	\$27.74	\$28.72
Arena Maintainer Recreation Facility Maintainer		\$13.50	\$14.49	\$15.50	\$16.49	\$17.50	\$18.49
Airport Operations Employees							
Airport Maintainer		\$20.38	\$21.00	\$21.65	\$22.33	\$23.05	\$23.80
Observer/Communicator		\$21.65	\$22.33	\$23.05	\$23.80	\$24.59	\$25.43

Senior Observer/Communicator shall be paid \$100 per month in addition to regular salary

EFFECTIVE SEPTEMBER 1, 2001

<u>Classification</u>	<u>Steps</u>	1	2	3	4	5	6
Trades Employees							
Foreman		\$25.13	\$25.98	\$26.86			
Head Mechanic		\$26.64	\$27.56	\$28.53			
Assistant Mechanic		\$20.58	\$21.21	\$21.87	\$22.55	\$23.28	\$24.04
Water Truck Operator Sewage Truck Operator Garbage Truck Operator		\$17.66	\$18.18	\$18.72	\$19.29	\$19.89	\$20.52
Assistant Water Truck Driver Assistant Sewer Truck Driver Asst. Garbage Truck Operator		\$16.25	\$16.70	\$17.17	\$17.66	\$18.18	\$18.72
Building Maintainer Heavy Equipment Operator		\$25.13	\$25.98	\$26.86			
Janitor		\$16.25	\$16.70	\$17.17	\$17.66	\$18.18	\$18.72
Office Employees							
Clerk/Typist		\$15.03	\$15.42	\$15.83	\$16.25	\$16.70	\$17.17
Secretary/Interpreter		\$15.67	\$16.15	\$16.63	\$17.06	\$17.54	\$18.05
Government Liaison Officer		\$18.73	\$19.40	\$20.11	\$20.84	\$21.60	\$22.36
Lands Officer Economic Development Officer		\$15.54	\$16.11	\$16.69	\$17.27	\$17.88	\$18.50
Casual Employee		\$14.00					
Recreation Employees							
Recreation Coordinator		\$24.46	\$25.29	\$25.79	\$27.07	\$28.02	\$29.01
Arena Maintainer Recreation Facility Maintainer		\$13.64	\$14.63	\$15.66	\$16.65	\$17.68	\$18.67
Airport Operations Employees							
Airport Maintainer		\$20.58	\$21.21	\$21.87	\$22.55	\$23.28	\$24.04
Observer/Communicator		\$21.87	\$22.55	\$23.28	\$24.04	\$24.84	\$25.68

Senior Observer/Communicator shall be paid \$100 per month in addition to regular salary

RATES OF PAY
EFFECTIVE APRIL 1, 2002

<u>Classification</u>	<u>Steps</u>	1	2	3	4	5	6
Trades Employees							
Foreman		\$25.38	\$26.24	\$27.13			
Head Mechanic		\$26.91	\$27.84	\$28.82			
Assistant Mechanic		\$20.79	\$21.42	\$22.09	\$22.78	\$23.51	\$24.28
Water Truck Operator Sewage Truck Operator Garbage Truck Operator		\$17.84	\$18.36	\$18.91	\$19.48	\$20.09	\$20.73
Assistant Water Truck Driver Assistant Sewer Truck Driver Asst. Garbage Truck Operator		\$16.41	\$16.87	\$17.34	\$17.84	\$18.36	\$18.91
Building Maintainer Heavy Equipment Operator		\$25.38	\$26.24	\$27.13			
Janitor		\$16.41	\$16.87	\$17.34	\$17.84	\$18.36	\$18.91
Office Employees							
Clerk/Typist		\$15.18	\$15.57	\$15.99	\$16.41	\$16.87	\$17.34
Secretary/Interpreter		\$15.83	\$16.31	\$16.80	\$17.23	\$17.72	\$18.23
Government Liaison Officer		\$18.92	\$19.59	\$20.31	\$21.05	\$21.82	\$22.58
Lands Officer Economic Development Officer		\$15.70	\$16.27	\$16.86	\$17.44	\$18.06	\$18.69
Casual Employee		\$14.00					
Recreation Employees							
Recreation Coordinator		\$24.70	\$25.54	\$26.05	\$27.34	\$28.30	\$29.30
Arena Maintainer Recreation Facility Maintainer		\$13.78	\$14.78	\$15.82	\$16.82	\$17.86	\$18.86
Airport Operations Employees							
Airport Maintainer		\$20.79	\$21.42	\$22.09	\$22.78	\$23.51	\$24.28
Observer/Communicator		\$22.09	\$22.78	\$23.51	\$24.28	\$25.09	\$25.94

Senior Observer/Communicator shall be paid \$100 per month in addition to regular salary

Letter of Understanding #1

For the term of this agreement:

1. Article 48.01 (e) shall have no application.
2. Article 48.01(f) shall be amended to read:

Apprentices shall be entitled to the benefits and terms and conditions of Employment outlined in the current collective agreement while they are working for the Employer.

Dated July 31, 1998

(Renewed June 19, 2000)

Letter of Understanding (#2)

Application of Second VTA Entitlement for 1998/99 Fiscal Year

Whereas:

The Employer experienced an operational deficit for the 1997/98 fiscal year;

The Employer asked eligible employees not to apply for their second VTA for the period between the start of the 1998/99 fiscal year and the expiry of the collective agreement;

Any money allocated to a second VTA would adversely affect the Employer's deficit, and would adversely impact on negotiation of monetary issues;

Certain eligible employees nevertheless applied for and received their second VTA;

During negotiations to renew the collective agreement, the Union and the negotiating committees agreed to a compromise, without prejudice or precedent, to resolve the issue of the second VTA;

Therefore:

The Union and the Employer agree that all those employees who received a second vacation travel assistance between April 1, 1998 and August 31, 1998 shall be required to repay the amounts received as follows:

1. Those employees shall not receive Vacation Travel Assistance under article 18 for the 1999/2000 fiscal year; and
2. The difference between the vacation travel assistance which each employee received as a second vacation travel assistance between April 1, 1998 and August 31, 1998, and the amounts that the employee would be entitled to as Vacation Travel Assistance for the 1999/2000 fiscal year shall be recovered from each employees pay cheque, in equal amounts from each pay period commencing September 1, 1998, for a period of 24 months.

Dated: July 31, 1998

(Renewed June 19, 2000)

Union of Northern Workers

Hamlet of Whale Cove

Letter of Understanding #3

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

- summer students;
- social assistance recipients;
- work experience students

are not members of the bargaining unit.

Dated: June 19, 2000

Letter of Understanding #4

The Employer has hired an Income Support Worker, who shall be a member of the bargaining unit. That worker shall be paid \$21.82 per hour for the term of the collective agreement.

Dated: June 19, 2000

Signed in Whale Cove, Nunavut on this the ____th day of June, 2000.

Signed on behalf of
Whale Cove Hamlet

Signed on behalf of
Public Service Alliance of Canada

original signed by:

Gerard Maktar
Deputy Mayor

original signed by:

Jean-François Des Lauriers
PSAC Regional Vice-president for the North

original signed by:

Jimmy Misheralak
Hamlet Councillor

original signed by:

Agatha Ekwalak
Committee Member

original signed by:

Roy Mullins
Senior Administrative Officer

original signed by:

Guy Enuapik
Committee Member

original signed by:

Glenn Tait
Employer's Negotiator

original signed by:

Svante Dunkers
Nunavut Service Officer