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**COLLECTIVE AGREEMENT**

BETWEEN

**HAMLET OF WHALE COVE**

AND

**PUBLIC SERVICE ALLIANCE OF CANADA**

as represented by its agent

**Nunavut Employees Union**

EFFECTIVE: SEPTEMBER 1, 2007  
EXPIRES: AUGUST 31, 2011

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## NUMERICAL INDEX

ARTICLE	PAGE
ARTICLE 1 - PURPOSE OF AGREEMENT.....	1
ARTICLE 2 - INTERPRETATION AND DEFINITIONS.....	1
ARTICLE 3 - RECOGNITION.....	3
ARTICLE 4 - APPLICATION.....	4
ARTICLE 5 - FUTURE LEGISLATION.....	4
ARTICLE 6 - STRIKES AND LOCKOUTS.....	4
ARTICLE 7 - MANAGEMENT RIGHTS.....	5
ARTICLE 8 - EMPLOYER DIRECTIVES.....	5
ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES.....	5
ARTICLE 10 - APPOINTMENT OF REPRESENTATIVES.....	6
ARTICLE 11 - TIME-OFF FOR UNION BUSINESS.....	6
ARTICLE 12 - MEMBERSHIP FEE DEDUCTION.....	7
ARTICLE 13 - INFORMATION.....	8
ARTICLE 14 - SENIORITY.....	8
ARTICLE 15 - PROVISION OF BULLETIN BOARD SPACE & OTHER FACILITIES.....	9
ARTICLE 16 - DESIGNATED PAID HOLIDAYS.....	9
ARTICLE 17 - LEAVE - GENERAL.....	10
ARTICLE 18 - VACATION LEAVE.....	10
ARTICLE 19 - SPECIAL LEAVE.....	13
ARTICLE 20 - SICK LEAVE.....	14
ARTICLE 21 - CHILD CARE AND MATERNITY LEAVE.....	16
ARTICLE 22 - OTHER TYPES OF LEAVE.....	18
ARTICLE 23 - HOURS OF WORK.....	18
ARTICLE 24 - OVERTIME.....	19
ARTICLE 25 - PAY.....	20
ARTICLE 26 - TERM POSITIONS.....	23
ARTICLE 27 - PART TIME EMPLOYEES.....	23
ARTICLE 28 - CASUAL EMPLOYEES.....	24
ARTICLE 29 - STANDBY.....	24
ARTICLE 30 - TECHNOLOGICAL CHANGE.....	25
ARTICLE 31 - DUTY TRAVEL.....	25
ARTICLE 32 - VACANCIES, JOB POSTING, PROMOTIONS, & TRANSFERS.....	26
ARTICLE 33 - JOB DESCRIPTIONS.....	26
ARTICLE 34 - EMPLOYEE PERFORMANCE REVIEW & EMPLOYEE FILES.....	26
ARTICLE 35 - CLASSIFICATION.....	27
ARTICLE 36 - SUSPENSION AND DISCIPLINE.....	28
ARTICLE 37 - GRIEVANCE AND ARBITRATION.....	28
ARTICLE 38 - LABOUR/MANAGEMENT COMMITTEE.....	31
ARTICLE 39 - ENERGY CONSERVATION.....	33
ARTICLE 40 - SAFETY AND HEALTH.....	33
ARTICLE 41 - HARASSMENT.....	34
ARTICLE 42 - CIVIL LIABILITY.....	35
ARTICLE 43 - BENEFITS.....	36
ARTICLE 44 - TRADES.....	36
ARTICLE 45 - APPRENTICES AND TRAINEES.....	37
ARTICLE 46 - TOOLS.....	38
ARTICLE 47 - SETTLEMENT ALLOWANCE.....	38
ARTICLE 48 - HOUSING ALLOWANCE.....	39
ARTICLE 49 - EMPLOYEE ASSISTANCE PROGRAM.....	39
ARTICLE 50 - SEVERANCE PAY.....	40
ARTICLE 51 - LAY-OFF AND JOB SECURITY.....	41
ARTICLE 52 - NO CONTRACTING OUT.....	42
ARTICLE 53 - RE-OPENER OF AGREEMENT & MUTUAL DISCUSSIONS.....	42
ARTICLE 54 - SOCIAL JUSTICE FUND.....	42
ARTICLE 55 - DURATION AND RENEWAL.....	42
RATES OF PAY.....	44
Letter of Understanding# 1.....	48

## 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 layoff **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) "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.
- (j) "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.
- (k) "Dependant" means a person **who** is:
  - (i) the employee's spouse, including common-law;
  - (ii) the employee's child, step-child or adopted child who is under nineteen years of age;
  - (iii) the employee's child, step-child or adopted child **who** is nineteen years of age or older and dependant upon the employee by reason of fulltime attendance at **an** educational institution or mental or physical disability or
  - (iv) any other relative residing in the employee's household **who** is wholly dependant upon the employee for support by reason of mental or physical disability.
- (l) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12:01 AM. of a day designated **as** a paid holiday in this Agreement.
- (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) "**Lay-Off**" means **an** employee whose employment **has** been terminated because of **lack** of work, **lack** of funds, or the discontinuance of a function.
- (q) "Leave of Absence" means absence from duty **with** the Employer's permission.
- (r) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the **Bargaining** Unit, and shall not include any initiation fee, or insurance premium.
- (s) "Overtime" means work performed by **an** employee in excess of or outside of his regularly scheduled hours of work
- (t) "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.

- (u) "Promotion" means the appointment of **an** employee to a new position, the **maximum** rate of pay of which exceeds that of his former position 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.
- (v) "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).
- (w) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union
- (x) "Seniority" means length of service with the Employer.
- (y) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (z) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.
- (aa) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.

- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement 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 feminine gender unless any provision of **this** Agreement otherwise specifies.
- 2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

### **ARTICLE 3 - RECOGNITION**

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

Discrimination

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

**ARTICLE 4 - APPLICATION**

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

Printing of Collective Agreement

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

Conflict Of Provisions

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

**ARTICLE 5 - FUTURE LEGISLATION**

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

**ARTICLE 6 - STRIKES AND LOCKOUTS**

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

No employee **will** be requested to cross a legal picket line other **than** to deliver an essential service (to prevent an immediate and serious danger to the health and safety of the public).

### **ARTICLE 7 - MANAGEMENT RIGHTS**

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.

Without **limiting** the generality of the foregoing, it is the exclusive function of the Employer:

- (a) to determine and establish standards and procedures in the operation of the Employer,
- (b) to maintain order, discipline and efficiency and to establish and enforce ~~des~~ and regulations;
- (c) to plan, direct, organize and control the work of the employees and the operations of the Employer. **This** includes the introduction of new and improved methods, facilities and equipment, and to control work schedules and the amount of supervision necessary
- (d) to direct **and** manage employees, including hiring, layoff, recall, promotion, demotion, classification and assignments of duties, to suspend, discharge, or otherwise discipline employees.

### **ARTICLE 8 - EMPLOYER DIRECTIVES**

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

### **ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES**

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

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

### Employee called as a Witness

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

### Arbitration Hearing

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

### Employee who acts as a Representative

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

### Employee called as a Witness

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

11.03 Where **an** employee **and** 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 Organizations Executive Council Meetings and Conventions

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

Representatives Training Course

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

Time-Off For Representatives

11.09 A Representative shall obtain the permission of 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.

(a) 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.

Leave For Elected Officer

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

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

**ARTICLE 12 - MEMBERSHIP FEE DEDUCTION**

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

12.02 The Union shall inform the Employer in writing of the Membership Fees to be 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 Membership Fees deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1 by cheque within a reasonable period of time after deductions are **made** and shall be accompanied by particulars identifying each employee and the deductions **made** on **his** behalf.
- 12.06 Where the Employee requests that the Employer make payroll deductions for other purposes, and the Employee puts that request in writing, the Employer shall **make** those deductions **from** the Employee's pay.
- 12.07 The Union agrees to **indemnify** and save the Employer harmless against any claim or liability **arising** out of the application of this article except for any claim or liability **arising out** of an error committed by the Employer.
- 12.08 The Employer agrees to identify **annually** on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

### ARTICLE 13 - INFORMATION

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

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

- 13.02 The Employer shall make available to each employee a copy of the Collective Agreement.
- 13.03 The Employer agrees to make available to each new member of the Bargaining **Unit** a copy of the Collective Agreement upon **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.

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14.03 The Employer **shall** maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the **Union** every six months.

## **ARTICLE 15 - PROVISION OF BULLETIN BOARD SPACE & OTHER FACILITIES**

15.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use.

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

15.03 A representative of the Union shall have the right at an employee orientation come to **make** a presentation of up to fifteen minutes. The representative of the Union shall be granted leave with pay.

## **ARTICLE 16 - DESIGNATED PAID HOLIDAYS**

16.01 The following days **are** Designated Paid Holidays for employees covered by this Collective Agreement:

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

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

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

### Designated Paid Holiday Falling On A Day *Of* Rest

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

- 16.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 16.03:
- (a) work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest and
  - (b) work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.
- 16.05 Where a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.
- 16.06 An employee shall not be required to work both Christmas and New Year's Day, unless an emergency requires it.

### ARTICLE 17 - LEAVE - GENERAL

- 17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than 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 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 1/4) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed

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

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

Granting Of Vacation Leave

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

- (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
- (b) not recall an employee to duty after 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) 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
  - (i) 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.

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

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

- (a) is granted special leave, when there is a death in 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.

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

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

#### Altered Vacation

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

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

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

#### Leave When Employment Terminates

18.09 Where an employee dies or otherwise terminates 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 layoff 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

18.10 AU employees and dependants over the age of two on vacation leave shall be entitled to receive one thousand three hundred twenty-five dollars (\$1325.00), to a maximum of five thousand five hundred dollars (\$5500.00) per employee, once every fiscal year.

18.11 Employees must request vacation travel assistance under Clause 18.10 at least five (5) working days in advance of the commencement of the employee's vacation leave.

#### Travel Time

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

## ARTICLE 19 - SPECIAL LEAVE

### Credits

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

(b) where a member of the immediate family residing outside of Whale Cove becomes seriously **ill**:

(c) where an employee undertakes medical escort duties for **an** immediate family member. An employee **may** use annual leave if there are insufficient special leave credits.

(d) 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;

(e) in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law.

(f) Such leave will not be unreasonably withheld.

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

#### Advance Of Credits

19.07 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.

## **ARTICLE 20 - SICK LEAVE**

#### Credits

20.01 An employee shall earn sickleave credits at the rate of one and one-half (1 1/2) 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 paid 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 (2) day but less than a full day, one-half (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 actual time taken to travel

#### Wellness Reward

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

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

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

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

### Injury On Duty Leave

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

## **ARTICLE 21 - CHILD CARE AND MATERNITY LEAVE**

### Maternity Leave

- 21.01 1) An employee who becomes pregnant shall notify the Employer ~~at~~ least 15 weeks prior to the expected date of the termination of her pregnancy.
- 2) Subject to Clause 21.02
- a) The Employee shall be granted maternity leave without pay for a period of thirty-seven (37) weeks
  - b) Maternity leave without pay shall commence eleven (11) weeks prior to the expected date of the termination of her pregnancy
- 21.02 The Employer shall, upon written request from the employee:
- (a) Grant maternity leave without pay to **an** employee to commence earlier than eleven (11) weeks before the expected termination date of her pregnancy,
  - (b) Defer the commencement of the employee's maternity leave without pay from the date originally requested by the employee to a later date, but not beyond the expected date of the termination of her pregnancy, and
  - (c) Terminate the employee's maternity leave without pay prior to the expiry of thirty-seven (37) weeks

In no event shall the period of maternity leave exceed thirty-seven (37) weeks.

- 21.03 The Employer may:

- (a) where maternity leave without pay is requested, **require** the employee to submit a **medical** certificate certifying pregnancy.
  - (b) Leave granted under this Article shall be deemed to be continuous employment for the purpose **of** seniority
- 21.04 After completion of **six (6)** months continuous employment, **an** employee who has applied for maternity leave and who provides the Employer with **proof** that she is in receipt of Employment Insurance benefits shall be paid a maternity leave allowance.

- 21.05 **An** applicant under Clause 21.04 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.

- 21.06 Should the employee fail to return to work as per the provisions of Clause 21.05, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.
- 21.07 Maternity leave ~~allowance~~ payments shall consist of payments (for a ~~maximum~~ of seventeen (17) weeks) equal to the difference between the Employment Insurance benefits the employee is receiving and 93% of her weekly rate of pay.
- 21.08 The employee shall have no vested interest in the above plan.
- 21.09 The Employer shall not reduce or increase wages, or other monies normally owing to the employee solely because the employee is participating in the above plan.
- 21.10 The employee shall not receive more than ninety-three (93%) percent of their regular wages while participating in the above plan.
- 21.11 A pregnant worker who furnishes to the Employer a medical certificate attesting that the working conditions may be physically dangerous to 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. The Employer may grant this request and the assignment shall be without loss of pay or benefits.

#### Child Care Leave Without Pay

- 21.12 Where an employee has been employed for at least twelve (12) months, and will have the actual care and custody of his/her newborn child; or where ~~an~~ employee commences proceedings to adopt a child who is below nineteen years of age or obtains an order for the adoption of a child who is below nineteen years of age, he/she shall be granted child care leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption, within the ~~fifty-two~~ (52) week period from the date the child comes into the employee's care and custody.
- 21.13 ~~An~~ applicant for Child Care Leave without pay shall provide the Employer with a written application at least four (4) weeks prior to the date of commencement of the leave.
- 21.14 Child Care Leave without pay leave utilized by ~~an~~ employee couple shall not exceed a total of ~~thirty-seven~~ (37) weeks for both employees combined.
- 21.15 Child Care Leave without pay utilized by an employee couple in conjunction with maternity leave shall not exceed a total of ~~fifty-two~~ (52) weeks for both employees combined.
- 21.16 Child Care Leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave shall not exceed a total of ~~fifty-two~~ (52) weeks.

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

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

**ARTICLE 22 - OTHER TYPES OF LEAVE**

Emergency Leave

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

Casual Leave

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

Traditional Hunting And Harvesting Leave

- 22.05 Leave without pay for up to two (2) days per fiscal year may be granted, subject to operational requirements, on very short notice to a reasonable number of employees in order to meet traditional hunting or harvesting opportunities.
- 22.06 (a) **Both parties** recognize the importance of access to leave to provide care and support of a gravely ill family member who has a significant **risk** of death.
- (b) Employees shall be entitled to compassionate care leave without pay as provided in the *Labour Standards Act*.

**ARTICLE 23 - HOURS OF WORK**

- 23.01 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.

23.02 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 am. to 5:00 p.m., exclusive of a one hour lunch period, Monday to Friday

23.03 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 Employer 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;

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

23.05 The Employer may provide a "coffee room" for the purpose of the rest period, however an employee may 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.

23.06 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.

23.07 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 24 - OVERTIME**

24.01 In this Article:

(a) "Overtime" means work performed by an employee in excess or outside of his regularly scheduled hours of work

(b) "Straighttime 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.

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

- 24.03 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 24.04 Subject to the operational requirements of the service the Employer shall make every reasonable effort:
- (a) to **allocate** overtime work on the basis of seniority **among** readily available qualified employees;
  - (b) to give employees who **are** required to work overtime reasonable advance notice of this requirement.
- 24.05 Except in an emergency, employees may refuse to work overtime.
- 24.06 Overtime work shall **be** compensated **as** follows:
- (a) at time and one-half (1 ½) times for **all** hours except **as** provided in clause 24.06 (b);
  - (b) at double time (2) times for **all** hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2) times 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.
- 24.07 "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
- (a) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined **as** the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.
- 24.08 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 25 - PAY**

- 25.01 Employees **are** entitled to **be** paid for services rendered for the classification and position to which they **are** appointed at the pay rates specified in Appendix "A".
- 25.02 Employees shall be paid on a bi-weekly **basis**. Cheques shall be distributed to employees **at** their place of work in a confidential manner.
- 25.03 Employees **are** not entitled to **salary** advances. Employees who **will** be on vacation leave during a regular pay day may receive their pay cheque for that pay period in advance of that pay day if they provide the Employer at least one (1) weeks advance notice of their request.

- 25.04 Employees **who are** required to travel for medical reasons and who will **be** away during a regular pay **day** may receive their pay cheque for that pay period in advance of that pay day if they provide the Employer **at** least two (2) hours advance notice of their request.
- 25.05 Employees **who are** entitled to overtime compensation or allowances in addition to their regular pay **shall** receive such compensation or allowances within two (2) weeks following the day when the compensation **was** earned.
- 25.06 When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime and number of overtime hours.
- 25.07 Allowances **are** paid on an hourly basis for all regular hours worked. Nothing in this Agreement constitutes a guarantee that any employee will receive any amount of allowances in a year.

#### Acting Pay

- 25.08 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, 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**.
- 25.09 When a day designated **as** a paid holiday occurs on a day when the employee would otherwise be performing duties on **an** acting basis, the holiday shall be considered **as** a day worked for purposes of acting pay.
- 25.10 The employee shall **be** paid at the level of the acting classification that is closest to, but not less than the employee's current rate of pay.

#### Reporting Pay

- 25.11 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.
- 25.12 **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.
- 25.13 **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.
- 25.14 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.

### Call-Back Pay

25.15 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.

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

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

### Shift Premium

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

### Performance Increases

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

25.19 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.

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

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

### Pay Recovery

25.22 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.

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



Credit For Previous Experience

25.23 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.

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

**ARTICLE 26 - TERM POSITIONS**

26.01 Except for term appointments to fill vacancies created by leave under Clauses 11.11 and 21.17, 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.

26.02 Unused vacation leave for term employees will be paid out at the end of the employee's term.

**ARTICLE 27 - PART TIME EMPLOYEES**

27.01 Part Time employees **are** employees who work less than the regular work day or work week.

27.02 Notwithstanding Article 23, part time employees may be scheduled to work at anytime and on any day throughout the week

27.03 Except **as** provided otherwise, part time employees shall be entitled to **all** eligible benefits provided under this Agreement in the same proportion **as** their weekly hours compare to the **regular** work week.

27.04 Eligibility of part time employees for benefits under Article 43 and the level of benefits provided under Article 43 shall be determined by the benefit **plan** providers.

27.05 Part time employees shall progress from level to level within their classification upon completion of:

(a) 2080 hours if the regular daily hours of work of the casual employee's classification would be 8; or

(b) 1956 hours if the regular daily hours of work of the casual employee's classification would be 7.5.

## ARTICLE 28 - CASUAL EMPLOYEES

- 28.01 The following terms and conditions will apply to the employment of casuals by the Employer.
- (a) Casual employees ~~are~~ not to ~~be~~ employed for **periods** in excess of *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 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, regular pay for all hours travelled up to the employee's regular hours of **work**, and time and one half (1 1/2) for all hours travelled which exceed the employee's regular hours of work
- (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (**4**) hours pay at the straight time rate and a maximum of eight (**8**) hours at the applicable overtime rate.

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

31.04 Where an employee is absent from home **on** a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1/2) 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 - VACANCIES, JOB POSTING, PROMOTIONS, & TRANSFERS**

- 32.01 Advertisements for positions with the Employer shall be posted in appropriate locations, including the **Union** notice board.
- 32.02 Seniority shall be the governing factor in determining promotions, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job, Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period.
- 32.03 In filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within fifteen (15) working days of posting, or such date that the Employer indicates on the notice.
- 32.04 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.
- 32.05 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.
- 32.06 New employees shall not be hired when there are employees on lay-off who are qualified to perform the job.
- 32.07 Nothing in this Article requires the Employer to fill any vacant positions.

**ARTICLE 33 - JOB DESCRIPTIONS**

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

**ARTICLE 34 - EMPLOYEE PERFORMANCE REVIEW & EMPLOYEE FILES**

- 34.01 Performance reviews shall be completed within sixty (60) days following the employee's anniversary date, unless an extension is agreed to between the employee and the Employer.

- 34.02 When a formal review of an employee's performance is **made**, the employee concerned shall be given the opportunity to discuss then *sign* the review **form** in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to **his** performance appraisal and may use the grievance procedure in Article 37 to correct any factual inaccuracies in his performance appraisal.
- 34.03 The **formal** review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals.
- 34.04 The Employer agrees not to introduce **as** evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof **at** the time of filing.
- 34.05 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after one (1) year has elapsed since the disciplinary action was taken provided that no further disciplinary action of a **similar** nature has been recorded during this period.
- 34.06 Upon written request of an employee, the personnel file of that employee shall be made available for **his** examination at reasonable times in the presence of **an** authorized representative of the Employer.
- 34.07 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half of the period **for** which the employee's performance is evaluated.

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

- 34.08 The Employer agrees that there will be only one file kept for each employee.
- 34.09 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 maybe damaging to the employee(s), nor shall any evidence produced by the representative be used against the employee(s). In accordance with the foregoing, a representative shall not be forced to testify against an employee.

### ARTICLE 35 - CLASSIFICATION

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

- 35.02 Where an employee believes that 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** job description before he **files** a grievance.

### **ARTICLE 36 - SUSPENSION AND DISCIPLINE**

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

### **ARTICLE 37 - GRIEVANCE AND ARBITRATION**

- 37.01 "Grievance" means a difference which arises between the Union and the Employer and/or between an employee and the Employer relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable; disciplinary action resulting in demotion, suspension or financial penalty (including the withholding of an increment); **dismissal**; and letters and notations of discipline placed on **an** employee's personnel file.
- 37.02 The procedure for the final resolution of the grievances listed in clause 37.01 is to arbitration.
- 37.03 If 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 grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Employer, or
  - (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Clause 37.08 within fourteen (14) calendar days after the day the reply was due.
- 37.10 Where an employee has been represented by the Union in the presentation of 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 presented or advanced within the time **limits** specified **in this** procedure, the grievance shall **be** considered abandoned.
- 37.16 No proceedings under this Article **are** invalid by reason **of** any defect of form or any technical irregularity.
- 37.17 The Employer has the right to file grievances directly **with** the President of the Union.

Arbitration

- 37.18 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question **as** to whether a matter is arbitrable, or where an allegation is made that a term or condition of **this** Agreement has been violated, either of the parties **may**, after exhausting the grievance procedure in this Article, **notify** the other party in writing within twenty-one (21) days of the receipt of the reply at the **Final** Level, of **his** desk 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 Employer and the **Union** shall each pay one-half (1/2) of the remuneration **and** expenses **of** the arbitrator and each party shall bear **its** own expenses of every such arbitration.



37.26 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 In the case of a dismissal or a suspension of longer than thirty (30) days, the Labour Management Committee has the right to attempt to resolve the matter within four (4) days prior to referral to arbitration.

### ARTICLE 38 - LABOUR/MANAGEMENT COMMITTEE

38.01 A Labour/Management Committee will be formed to consult on matters of Safety and Health, the translation of this Agreement, transportation to a medical centre, energy conservation, and other matter of mutual interest.

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

38.03 The Committee will meet at any time at the request of either party, but in any event will meet at least once every six (6) months.

38.04 The Labour/Management Committee shall develop a Health and Safety Committee which shall be mutually agreed upon by both the Employer and the employees.

38.05 In matters of Safety and Health, the Committee will follow the following provisions:

(a) The Employer shall post the names of the Committee members in a prominent place.

- (b) Committee members shall ~~perform~~ the necessary duties of: Investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal.
- (c) The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in **all** workplaces.
- (d) The Employer shall ensure that first aid **kits are** provided and are readily accessible at all times. Said first aid **kits** shall be kept **well** stocked at **all** times.
- (e) The Employer will encourage employees to take first aid courses and **will** assume the costs of such courses and **also** the costs of refresher courses required to maintain the validity of a Certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.
- (f) The Committee is to consider various alternatives for ensuring that the injured employee receives the appropriate 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: Hazard Identification

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

Information And Investigations Concerning Health Hazards And Work Injuries

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

Provision **O**f Legislation Or Employer's Policies

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

Translation **O**f The Agreement

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

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

Energy Conservation

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

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

**ARTICLE 39 - ENERGY CONSERVATION**

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

**ARTICLE 40 - SAFETY AND HEALTH**

Right To Refuse Dangerous Work

40.01 **An** employee shall have the right to refuse to work in dangerous situations in accordance with the *Safety Act*.

- 40.02 **An** employee may refuse to do any particular act or series of **acts at** work which 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.
- 40.03 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 41 - HARASSMENT**

- 41.01 The Employer, the employees and the Union recognize the right of **all persons** employed by the Employer to work in **an** environment free from unwanted personal harassment, **sexual** harassment, abuse of authority or workplace violence and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 41.02 Cases of proven unwanted personal harassment, sexual harassment or abuse of authority by **a** person employed by the Employer is considered a disciplinary infraction, and will be dealt with **as** such.
- 41.03 Personal harassment means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, **act** or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- 41.04 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;
  - (b) that might, on reasonable grounds, be perceived by that placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 41.05 Every employee is entitled to employment free of sexual harassment,
- 41.06 The Employer, the employees and the Union **will** make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 41.07 Complaints of sexual harassment shall be brought to the attention of the Senior Administrative Officer, or **if** the complaint is **about** the Senior Administrative Officer, to the Mayor. **An** employee may be assisted by the Union in **making** a complaint.
- 41.08 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

- 41.09 The Employer shall issue a policy concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall post a copy of this policy at all of its worksites.
- 41.10 Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- 41.11 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 41.12 Every employee is entitled to a workplace free from workplace violence.
- 41.13 The Employer, the employees and the Union will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 41.14 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties.
- 41.15 Complaints of workplace violence shall be brought to the attention of the Senior Administrative Officer, or if the complaint is about the Senior Administrative Officer, to the Mayor. An employee may be assisted by the Union in making a complaint.
- 41.16 The Employer shall issue a policy concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall post a copy of this policy at all of its worksites.
- 41.17 Any level in this grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 41.18 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 41.19 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

#### **ARTICLE 42 - CIVIL LIABILITY**

- 42.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by 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 **willful** 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 43 - BENEFITS

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

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

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

### ARTICLE 44 - TRADES

#### Application

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

#### Wash-Up T i e

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

#### Work Clothing And Protective Equipment

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

- (a) Aprons
- (b) Dust protection
- (c) eye protection (including the cost of hardex coating applied to an employees prescription glasses. Note - the cost of the prescription glasses themselves **are** not provided).

(d) ~~Ear~~ protection

(e) Hardhats

(f) Rubber gloves

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

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

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

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

#### Adverse Weather Conditions

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

44.09 During adverse weather conditions the Employer may alter Article 23 (*Hours of Work*) for the duration of the adverse weather conditions (e.g. should a storm clear at 11:00 a.m., that day's work hours may be from 11:00 a.m. to 8:00 p.m.).

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

### **ARTICLE 45 - APPRENTICES AND TRAINEES**

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

(a) The *Apprenticeship, Trades and Occupational Certification Act* and pursuant Regulations shall apply to all Apprentices and Trainees employed. A copy of the current Regulations shall be made available to the apprentice upon appointment.

(b) Apprenticeship Training programs shall be those designated under the *Apprenticeship, Trade and Occupations Certification Act*.

(c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.

(d) Apprentice rates will be based on a percentage of the appropriate 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%

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

ARTICLE 46 - TOOLS

- 46.01 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.
- 46.02 Where specialized tools not normally associated with a Journeyman's tool kit are required, then the Employer will purchase the tools if the financial situation allows it. The Employer will maintain ownership of all tools purchased for specialty jobs.
- 46.03 Upon being hired or at the start of this agreement each Journey and Apprentice will present the Senior Administration Officer of the Employer with a complete inventory of all personal tools and give the Senior Administration Officer access to their kit for confirmation of the list.
- 46.04 The worn out or broken tool must be presented to the Senior Administration Officer or his replacement in his/her absence prior to replacement being ordered.

ARTICLE 47 - SETTLEMENT ALLOWANCE

- 47.01 A Settlement Allowance will be paid to every employee in the amount of nine thousand four hundred dollars (\$9,400.00), prorated to an hourly rate and paid to all employees for all regular hours of work.



## ARTICLE 48 - HOUSING ALLOWANCE

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

## ARTICLE 49 - EMPLOYEE ASSISTANCE PROGRAM

### Purpose

- 49.01 To establish and outline the policy of the Employer in relation to employees whose alcohol or substance abuse is interfering with satisfactory work performance. Nothing in this policy replaces or negates the provisions of other policies on alcohol or substance abuse during working hours.
- 49.02 The **rising** incidence of alcohol and substance abuse is of growing concern **among** employers, employees and families. Drinking, or possession of alcohol in Whale Cove is prohibited and may result in discipline. **Also**, an employee whose alcohol or substance abuse problems interferes with work performance, attendance or interpersonal work relationships may become a major concern to the Employer.

### Policy

- 49.03 The Employer recognizes that alcohol and substance abuse are disorders, which are preventable and amenable to treatment. The objective of this policy is to encourage employees to recognize early symptoms and patterns of alcohol and substance abuse **and** to provide assistance to the process of rehabilitation to the afflicted individual. Sick leave benefits may be made available to those **persons** affected by alcohol or substance abuse for authorized absence to undergo assessment and approved treatment and hospitalization.
- 49.04 The decision to **undertake** treatment is the responsibility of the employee. The decision to **seek treatment will** not affect job security. In cases where employees refuse to recognize their problem and persist in **substandard** work performance or poor attendance, disciplinary action may be taken and may result in **dismissal**.

### Responsibilities

- 49.05 A duly qualified medical and/or addictions practitioner must **make** a diagnosis and **referral for** treatment.
- 49.06 The decision **to** accept or reject available counseling and treatment benefits is the **responsibility** of the employee. **The** supervisor is responsible for identifying any situation involving unsatisfactory **work** performance or poor interpersonal work relationships.
- 49.07 The employee **who has** an identified alcohol or substance abuse problem must accept conditions related to the rehabilitation process.

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

- (a) referral for assessment;
- (b) cooperation fully in **any** prescribed treatment and rehabilitation program; and
- (c) active rehabilitation, **which** may take up to one (1) year or possibly longer and may initially involve **care** at a rehabilitation centre.

#### Summary

49.09 To ensure that the Employee Assistance **Program** will be effective, management and staff must recognize and adhere to the following principles:

- (a) the Employer recognizes that alcohol **and** substance abuse are medical/psychological disorders that create social and personal problems;
- (b) a person who seeks advice or treatment regarding their alcohol or substance abuse problems **will** not be subject to penalties;
- (c) matters pertaining to an individual seeking advice or treatment will be strictly confidential.

### ARTICLE 50 - SEVERANCE PAY

#### Lay Off

50.01 An employee who has one year or more of continuous employment and who is **laid off** is entitled to be paid Severance Pay at the time of lay-off in the **amount of two (2)** weeks of pay for each year of continuous employment.

50.02 Payment shall be prorated in respect of any period of continuous employment which is less than a complete **year**

#### Retirement And Termination For Health Reasons

50.03 This Clause shall apply to an employee:

- (a) **who** retires; or
- (b) **who resigns** because he becomes, **as** supported by a medical certificate, incapable of **performing his** duties because of chronically poor health, and
- (c) when employment **terminates** for **either** of the **reasons** stated in (a) and (b) 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) weeks,

50.04 When employment **terminates** for either of the **reasons** stated in clause 50.04, 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

50.05 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

50.06 **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 51 - LAY-OFF AND JOB SECURITY**

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

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

51.03 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 layoff 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

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

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

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

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

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

Cooling Off Period - 2 Working Days

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

## **ARTICLE 52 - NO CONTRACTING OUT**

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

## **ARTICLE 53 - RE-OPENER OF AGREEMENT & MUTUAL DISCUSSIONS**

### Re-owner *Of* Agreement

53.01 This Agreement may be amended by mutual consent.

### Mutual Discussions

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

## **ARTICLE 54 – SOCIAL JUSTICE FUND**

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

54.02 Each employee in the Bargaining Unit will contribute one cent (.01) per regular hour worked to the PSAC Social Solidarity Fund The Employer shall deduct this amount from each employee each pay period.

54.03 Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter **year**, and such contributions remitted to the PSAC National Office. It is clearly understood that the Fund is to be utilized strictly for the purposes specified in the PSAC Social Solidarity Fund

54.04 The Employer shall be provided with a copy of the Charter.

## **ARTICLE 55 - DURATION AND RENEWAL**

55.01 The term of this Agreement **shall be** from September 1, 2007 until August 31, 2011. All provisions shall come into effect on September 1, 2007 unless another date is specified

55.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for grievance and arbitration in Article 37, shall **remain** in effect during the negotiations for its renewal and until a new Agreement becomes effective or until the provisions of section 89 of the *Canada Labour Code* have been complied with.

55.03 **Within** four (4) months preceding the termination of this Agreement, either party may, **by** written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with Section 49 of the *Canada Labour Code*.

55.04 Where notice to commence collective bargaining **has** been given under Clause 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* or **upon mutual** agreement of the parties the matter is referred to interest arbitration **and** an award is handed down.

## RATES OF PAY

EFFECTIVE SEPTEMBER 1, 2007

<u>Classification</u>	Steps	1	2	3	4	5	6
<b>Trades Employees</b>							
Foreman		\$ 27.92	\$ 28.83	\$ 29.78			
Head Mechanic		\$ 29.55	\$ 30.54	\$ 31.59			
Assistant Mechanic		\$ 23.03	\$ 23.70	\$ 24.41	\$ 25.15	\$ 25.93	\$ 26.74
Water Truck Operator		\$ 19.89	\$ 20.44	\$ 21.03	\$ 21.63	\$ 22.28	\$ 22.97
Sewage Truck Operator		\$ 19.89	\$ 20.44	\$ 21.03	\$ 21.63	\$ 22.28	\$ 22.97
Garbage Truck Operator		\$ 19.89	\$ 20.44	\$ 21.03	\$ 21.63	\$ 22.28	\$ 22.97
Assistant Water Truck Driver		\$ 18.36	\$ 18.85	\$ 19.35	\$ 19.89	\$ 20.44	\$ 21.03
Assistant Sewer Truck Driver		\$ 18.36	\$ 18.85	\$ 19.35	\$ 19.89	\$ 20.44	\$ 21.03
Asst. Garbage Truck Operator		\$ 18.36	\$ 18.85	\$ 19.35	\$ 19.89	\$ 20.44	\$ 21.03
Building Maintainer		\$ 27.92	\$ 28.83	\$ 29.78			
Heavy Equipment Operator		\$ 27.92	\$ 28.83	\$ 29.78			
Janitor		\$ 17.05	\$ 17.47	\$ 17.91	\$ 18.36	\$ 18.85	\$ 19.35
<b>Office Employees</b>							
Clerk/Typist		\$ 17.05	\$ 17.47	\$ 17.91	\$ 18.36	\$ 18.85	\$ 19.35
Secretary/Interpreter		\$ 17.75	\$ 18.25	\$ 18.78	\$ 19.23	\$ 19.76	\$ 20.30
Municipal Liaison Officer		\$ 21.04	\$ 21.75	\$ 22.51	\$ 23.30	\$ 24.13	\$ 24.94
Income Support Worker		\$ 21.04	\$ 21.75	\$ 22.51	\$ 23.30	\$ 24.13	\$ 24.94
Lands Officer		\$ 17.61	\$ 18.21	\$ 18.84	\$ 19.45	\$ 20.12	\$ 20.79
Economic Development Officer		\$ 17.61	\$ 18.21	\$ 18.84	\$ 19.45	\$ 20.12	\$ 20.79
Casual Employee		\$ 14.77					
<b>Recreation Employees</b>							
Recreation Coordinator (certified)		\$ 26.32	\$ 27.22	\$ 27.76	\$ 29.13	\$ 30.15	\$ 31.22
Recreation Coordinator (uncertified)		\$ 17.61	\$ 18.21	\$ 18.84	\$ 19.45	\$ 20.12	\$ 20.79
Arena Maintainer		\$ 15.56	\$ 16.63	\$ 17.73	\$ 18.80	\$ 19.91	\$ 20.97
Recreation Facility Maintainer		\$ 15.56	\$ 16.63	\$ 17.73	\$ 18.80	\$ 19.91	\$ 20.97
<b>Airport Operations Employees</b>							
Airport Maintainer		\$ 27.92	\$ 28.83	\$ 29.78			
Observer/Communicator		\$ 24.41	\$ 25.15	\$ 25.93	\$ 26.74	\$ 27.61	\$ 28.52

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

EFFECTIVE SEPTEMBER 1, 2008

<u>Classification</u>	<u>Steps</u>	1	2	3	4	5	6
<b>Trades Employees</b>							
Foreman		\$ 29.46	\$ 30.42	\$ 31.42			
Head Mechanic		\$ 31.18	\$ 32.22	\$ 33.33			
Assistant Mechanic		\$ 24.30	\$ 25.00	\$ 25.75	\$ 26.53	\$ 27.36	\$ 28.28
Water Truck Operator		\$ 20.98	\$ 21.56	\$ 22.19	\$ 22.82	\$ 23.51	\$ 24.23
Sewage Truck Operator		\$ 20.98	\$ 21.56	\$ 22.19	\$ 22.82	\$ 23.51	\$ 24.23
Garbage Truck Operator		\$ 20.98	\$ 21.56	\$ 22.19	\$ 22.82	\$ 23.51	\$ 24.23
Assistant Water Truck Driver		\$ 19.37	\$ 19.89	\$ 20.41	\$ 20.98	\$ 21.56	\$ 22.19
Assistant Sewer Truck Driver		\$ 19.37	\$ 19.89	\$ 20.41	\$ 20.98	\$ 21.56	\$ 22.19
Asst. Garbage Truck Operator		\$ 19.37	\$ 19.89	\$ 20.41	\$ 20.98	\$ 21.56	\$ 22.19
Building Maintainer		\$ 29.46	\$ 30.42	\$ 31.42			
Heavy Equipment Operator		\$ 29.46	\$ 30.42	\$ 31.42			
Janitor		\$ 17.99	\$ 18.43	\$ 18.90	\$ 19.37	\$ 19.89	\$ 20.41
<b>Office Employees</b>							
Clerk/Typist		\$ 17.99	\$ 18.43	\$ 18.90	\$ 19.37	\$ 19.89	\$ 20.41
Secretary/Interpreter		\$ 18.73	\$ 19.25	\$ 19.81	\$ 20.29	\$ 20.85	\$ 21.42
Municipal Liaison Officer		\$ 22.20	\$ 22.95	\$ 23.75	\$ 24.58	\$ 25.46	\$ 26.31
Income Support Worker		\$ 22.20	\$ 22.95	\$ 23.75	\$ 24.58	\$ 25.46	\$ 26.31
Lands Officer		\$ 18.58	\$ 19.21	\$ 19.88	\$ 20.52	\$ 21.23	\$ 21.93
Economic Development Officer		\$ 18.58	\$ 19.21	\$ 19.88	\$ 20.52	\$ 21.23	\$ 21.93
Casual Employee		\$ 15.58					
<b>Recreation Employees</b>							
Recreation Coordinator (certified)		\$ 27.77	\$ 28.72	\$ 29.29	\$ 30.73	\$ 31.81	\$ 32.94
Recreation Coordinator (uncertified)		\$ 18.58	\$ 19.21	\$ 19.88	\$ 20.52	\$ 21.23	\$ 21.93
Arena Maintainer		\$ 16.42	\$ 17.54	\$ 18.71	\$ 19.83	\$ 21.00	\$ 22.12
Recreation Facility Maintainer		\$ 16.42	\$ 17.54	\$ 18.71	\$ 19.83	\$ 21.00	\$ 22.12
<b>Airport Operations Employees</b>							
Airport Maintainer		\$ 29.46	\$ 30.42	\$ 31.42			
Observer/ Communicator		\$ 25.75	\$ 26.53	\$ 27.36	\$ 28.21	\$ 29.13	\$ 30.09

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

EFFECTIVE SEPTEMBER 1, 2009

Classification	Steps	1	2	3	4	5	6
<b>Trades Employees</b>							
Foreman		\$ 31.08	\$ 32.09	\$ 33.15			
Head Mechanic		\$ 32.89	\$ 33.99	\$ 35.16			
Assistant Mechanic		\$ 25.64	\$ 26.38	\$ 27.17	\$ 27.99	\$ 28.86	\$ 29.76
Water Truck Operator		\$ 22.13	\$ 22.75	\$ 23.41	\$ 24.08	\$ 24.80	\$ 25.56
Sewage <b>Truck</b> Operator		\$ 22.13	\$ 22.75	\$ 23.41	\$ 24.08	\$ 24.80	\$ 25.56
Garbage Truck Operator		\$ 22.13	\$ 22.75	\$ 23.41	\$ 24.08	\$ 24.80	\$ 25.56
Assistant Water Truck Driver		\$ 20.44	\$ 20.98	\$ 21.53	\$ 22.13	\$ 22.75	\$ 23.41
Assistant Sewer Truck Driver		\$ 20.44	\$ 20.98	\$ 21.53	\$ 22.13	\$ 22.75	\$ 23.41
Asst. Garbage Truck Operator		\$ 20.44	\$ 20.98	\$ 21.53	\$ 22.13	\$ 22.75	\$ 23.41
Building Maintainer.		\$ 31.08	\$ 32.09	\$ 33.15			
Heavy Equipment Operator		\$ 31.08	\$ 32.09	\$ 33.15			
Janitor		\$ 18.98	\$ 19.44	\$ 19.94	\$ 20.44	\$ 20.98	\$ 21.53
<b>Office Employees</b>							
Clerk/Typist		\$ 18.98	\$ 19.44	\$ 19.94	\$ 20.44	\$ 20.98	\$ 21.53
Secretary/Interpreter		\$ 19.76	\$ 20.31	\$ 20.90	\$ 21.41	\$ 22.00	\$ 22.60
Municipal Liaison Officer		\$ 23.42	\$ 24.21	\$ 25.06	\$ 25.93	\$ 26.86	\$ 27.76
Income <b>Support</b> Worker		\$ 23.42	\$ 24.21	\$ 25.06	\$ 25.93	\$ 26.86	\$ 27.76
<b>Lands</b> Officer		\$ 19.60	\$ 20.27	\$ 20.97	\$ 21.65	\$ 22.40	\$ 23.14
Economic Development Officer		\$ 19.60	\$ 20.27	\$ 20.97	\$ 21.65	\$ 22.40	\$ 23.14
Casual Employee		\$ 16.44					
Recreation Coordinator (certified)		\$ 29.30	\$ 30.30	\$ 30.90	\$ 32.42	\$ 33.56	\$ 34.75
<b>Recreation Coordinator (uncertified)</b>		\$ 19.60	\$ 20.27	\$ 20.97	\$ 21.65	\$ 22.40	\$ 23.14
Arena Maintainer		\$ 17.32	\$ 18.50	\$ 19.74	\$ 20.92	\$ 22.17	\$ 23.34
Recreation <b>Facility</b> Maintainer		\$ 17.32	\$ 18.0	\$ 19.74	\$ 20.92	\$ 22.17	\$ 23.34
<b>Airport Operations Employees</b>							
<b>Airport</b> Maintainer		\$ 31.08	\$ 32.09	\$ 33.15			
Observer/Communicator		\$ 27.17	\$ 27.99	\$ 28.86	\$ 29.77	\$ 30.73	\$ 31.74



Senior Observer/Communicator shall be paid \$100 per month in addition to regular *salary*  
 EFFECTIVE SEPTEMBER 1, 2010

<u>Classification</u>	<u>steps</u>	1	2	3	4	5	6
<b>Trades Employees</b>							
Foreman		\$ 32.79	\$ 33.85	\$ 34.97			
Head Mechanic		\$ 34.70	\$ 35.86	\$ 37.09			
Assistant Mechanic		\$ 27.05	\$ 27.83	\$ 28.66	\$ 29.53	\$ 30.45	\$ 31.40
Water Truck Operator		\$ 23.35	\$ 24.00	\$ 24.70	\$ 25.40	\$ 26.16	\$ 26.97
Sewage Truck Operator		\$ 23.35	\$ 24.00	\$ 24.70	\$ 25.40	\$ 26.16	\$ 26.97
Garbage Truck Operator		\$ 23.35	\$ 24.00	\$ 24.70	\$ 25.40	\$ 26.16	\$ 26.97
Assistant Water Truck Driver		\$ 21.56	\$ 22.13	\$ 22.71	\$ 23.35	\$ 24.00	\$ 24.70
Assistant Sewer Truck Driver		\$ 21.56	\$ 22.13	\$ 22.71	\$ 23.35	\$ 24.00	\$ 24.70
Asst. Garbage <b>Truck</b> Operator		\$ 21.56	\$ 22.13	\$ 22.71	\$ 23.35	\$ 24.00	\$ 24.70
<b>Building</b> Maintainer		\$ 32.79	\$ 33.85	\$ 34.97			
Heavy Equipment Operator		\$ 32.79	\$ 33.85	\$ 34.97			
Janitor		\$ 20.02	\$ 20.51	\$ 21.04	\$ 21.56	\$ 22.13	\$ 22.71
<b>Office Employees</b>							
Clerk/Typist		\$ 20.02	\$ 20.51	\$ 21.04	\$ 21.56	\$ 22.13	\$ 22.71
Secretary/Interpreter		\$ 20.83	\$ 21.43	\$ 22.05	\$ 22.59	\$ 23.31	\$ 23.84
Municipal Liaison Officer		\$ 24.70	\$ 25.54	\$ 26.44	\$ 27.36	\$ 28.34	\$ 29.29
Income Support Worker		\$ 24.70	\$ 25.54	\$ 26.44	\$ 27.36	\$ 28.34	\$ 29.29
<b>Lands</b> Officer		\$ 20.68	\$ 21.38	\$ 22.12	\$ 22.84	\$ 23.63	\$ 24.41
Economic Development Officer		\$ 20.68	\$ 21.38	\$ 22.12	\$ 22.84	\$ 23.63	\$ 24.41
Casual Employee		\$ 17.34					
Recreation Coordinator (certified)		\$ 30.91	\$ 31.97	\$ 32.60	\$ 34.20	\$ 35.41	\$ 36.66
Recreation Coordinator (uncertified)		\$ 20.68	\$ 21.38	\$ 22.12	\$ 22.84	\$ 23.63	\$ 24.41
Arena Maintainer		\$ 18.27	\$ 19.52	\$ 20.83	\$ 22.07	\$ 23.39	\$ 24.62
Recreation Facility Maintainer		\$ 18.27	\$ 19.52	\$ 20.83	\$ 22.07	\$ 23.39	\$ 24.62
<b>Airport Operations Employees</b>							
<b>Airport</b> Maintainer		\$ 32.79	\$ 33.85	\$ 34.97			
Observer/Communicator		\$ 28.66	\$ 29.53	\$ 30.45	\$ 31.40	\$ 32.42	\$ 33.49

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

## Letter of Understanding #1

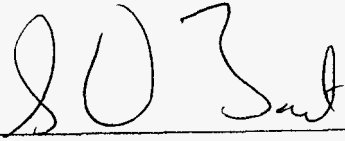
The Employer and the Union agree that anyone performing services for the Employer who is part of a work placement program, and **whose** services for the Employer are funded, such as:

Summer students;  
Social assistance recipients;  
Work experience students

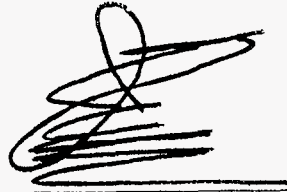
Are not members of the bargaining unit.

Signed in Whale Cove, Nunavut on this      day of

, 2008.




Glenn Tait  
Employer's Negotiator



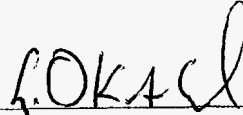
Jean-François Des Lauriers  
PSAC Regional Executive Vice President, North



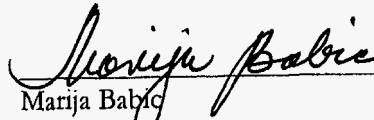
Clayton Croucher  
Senior Administrative Officer



Anita Arualak  
Committee Member



George Okalik  
Committee Member



Marija Babic  
PSAC Negotiator

