

# **Collective Agreement**

**between**

## **Public Service Alliance of Canada**

(As Represented by its Component the Nunavut Employees Union)

**and**

## **Hamlet of Kugluktuk**

**Effective From: April 1, 2020**  
**To: March 31, 2025**

**Nunavut Employees Union**  
**Box 869,**  
**Iqaluit NU X0A 0H0**

**Hamlet of Kugluktuk**  
**Box 271,**  
**Kugluktuk NU X0B 0E0**

## TABLE OF CONTENTS

ARTICLE 1 PURPOSE OF AGREEMENT .....	4
ARTICLE 2 INTERPRETATION AND DEFINITIONS .....	4
ARTICLE 3 RECOGNITION .....	7
ARTICLE 4 APPLICATION .....	7
ARTICLE 5 FUTURE LEGISLATION .....	7
ARTICLE 6 HUMAN RIGHTS .....	8
ARTICLE 7 STRIKES AND LOCKOUTS.....	9
ARTICLE 8 MANAGERIAL RESPONSIBILITIES.....	9
ARTICLE 9 EMPLOYER DIRECTIVES .....	9
ARTICLE 10 UNION ACCESS TO EMPLOYER PREMISES .....	9
ARTICLE 11 APPOINTMENT OF REPRESENTATIVES .....	10
ARTICLE 12 TIME-OFF FOR UNION BUSINESS .....	10
ARTICLE 13 UNION DUES DEDUCTION .....	12
ARTICLE 14 INFORMATION.....	13
ARTICLE 15 SENIORITY AND PROBATION.....	13
ARTICLE 16 PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES.....	14
ARTICLE 17 DESIGNATED PAID HOLIDAYS.....	14
ARTICLE 18 LEAVE – GENERAL.....	16
ARTICLE 19 VACATION LEAVE.....	16
ARTICLE 20 SPECIAL LEAVE .....	18
ARTICLE 21 SICK LEAVE.....	21
ARTICLE 22 PREGNANCY LEAVE .....	22
ARTICLE 23 PARENTAL LEAVE.....	24
ARTICLE 24 COMPASSIONATE CARE LEAVE .....	26
ARTICLE 25 OTHER TYPES OF LEAVE.....	28
ARTICLE 26 HOURS OF WORK.....	30
ARTICLE 27 OVERTIME .....	31
ARTICLE 28 PAY .....	33
ARTICLE 29 REPORTING PAY .....	35
ARTICLE 30 CALL-BACK PAY .....	35
ARTICLE 31 STANDBY .....	36
ARTICLE 32 TECHNOLOGICAL CHANGE.....	36
ARTICLE 33 SEVERANCE PAY.....	37
ARTICLE 34 LAY-OFF AND JOB SECURITY.....	37
ARTICLE 35 JOB DESCRIPTIONS.....	38
ARTICLE 36 EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	39
ARTICLE 37 POSITION.....	40
ARTICLE 38 GRIEVANCE PROCEDURE AND ARBITRATION.....	40
ARTICLE 39 CONTRACTING OUT .....	43
ARTICLE 40 LABOUR/MANAGEMENT COMMITTEE .....	43
ARTICLE 41 ULTIMATE REMOVAL ASSISTANCE.....	44
ARTICLE 42 SAFETY AND HEALTH.....	44
ARTICLE 43 DUTY TRAVEL .....	46
ARTICLE 44 PROFESSIONAL DEVELOPMENT LEAVE WITH PAY.....	48
ARTICLE 45 EDUCATION LEAVE .....	48
ARTICLE 46 CIVIL LIABILITY.....	48
ARTICLE 47 DISCHARGE AND DISCIPLINE .....	49

<b>ARTICLE 48 STAFFING .....</b>	<b>50</b>
<b>ARTICLE 49 PENSION AND GROUP BENEFIT PLANS .....</b>	<b>51</b>
<b>ARTICLE 50 EMPLOYEE ASSISTANCE PROGRAM .....</b>	<b>52</b>
<b>ARTICLE 51 TRADES AND WORK CLOTHING.....</b>	<b>52</b>
<b>ARTICLE 52 APPRENTICES AND TRAINEES .....</b>	<b>54</b>
<b>ARTICLE 53 TOOLS.....</b>	<b>55</b>
<b>ARTICLE 54 .....</b>	<b>55</b>
<b>NORTHERN ALLOWANCE .....</b>	<b>55</b>
<b>ARTICLE 55 PERSONAL USE OF PROPERTY AND EQUIPMENT .....</b>	<b>56</b>
<b>ARTICLE 56 CASUAL EMPLOYEES.....</b>	<b>57</b>
<b>ARTICLE 57 TERM EMPLOYEES .....</b>	<b>58</b>
<b>ARTICLE 58 PART-TIME EMPLOYEES .....</b>	<b>58</b>
<b>ARTICLE 59 VEHICLE PLUG-IN REIMBURSEMENT .....</b>	<b>58</b>
<b>ARTICLE 60 RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS .....</b>	<b>59</b>
<b>ARTICLE 61 DURATION AND RENEWAL .....</b>	<b>59</b>

**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 Employer 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" means the Employer may declare an employee to have severed their employment, if they have not, directly or indirectly, contacted the Employer and they are absent without leave from work for a period of four (4) working days;
  - (b) "Agreement" means this collective agreement;
  - (c) "Alliance" means the Public Service Alliance of Canada;
  - (d) "Allowance" means compensation payable to an employee in addition to their regular remuneration payable for the performance of the duties of their position;
  - (e) "Bargaining Unit" means all employees of the Employer excluding the Senior Administrative Officer;
  - (f) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, and lives and intends to continue to live with that person as if that person were their spouse;
  - (g) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer;
    - (i) with reference to re-appointment of a lay-off the employee's employment in the position held by the employee at the time they were laid off, and their

employment in the position to which they are 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, their periods of employment for purposes of pension (if the plan allows for it and at no cost to the Employer), sick leave, severance pay and vacation leave and vacation travel benefits shall be considered as continuous employment;
- (h) "Day of Rest" in relation to an employee means a day other than a Designated Paid Holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of them being on leave of absence;
- (i) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of their former position;
- (j) "Dependant" means a person residing with the employee who is the employee's spouse (including common-law), child, step-child, adopted child who is under nineteen years of age and dependent of them for support or being nineteen years of age or more and dependant upon them by reason of full-time attendance at an educational institution or mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon them for support by reason of mental or physical infirmity;
- (k) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement;
- (l) "Effects" include the furniture, household goods and equipment and personal effects of employees and their dependants at the time of their move, including all-terrain vehicles (summer and winter) but does not include automobiles, boats, motorcycles, trailers, animals, or foodstuffs;
- (m) "Employee" means a member of the Bargaining Unit and includes:
  - (i) a "casual employee" which means a person employed by the Employer for work of a temporary nature not exceeding four (4) months, or an employee working on a day or days within a department that departmental employees normally hold as a day of rest or Designated Paid Holiday;
  - (ii) an "indeterminate employee" which means a person employed by the Employer for an indeterminate period;
  - (iii) a "part-time employee" which means an employee who has been appointed to a position for which the hours of work on a continuing basis are less than the standard work day or week;

- (iv) a "term employee" which means a person other than a casual or indeterminate employee who is employed by the Employer for a fixed period in excess of four (4) months;
- (n) "Employer" means the Hamlet of Kugluktuk;
- (o) "Fiscal Year" means the period of time from April 1st in one year to March 31st in the following year;
- (p) "Grievance" means a complaint in writing that an employee, group of employees or the Union submits to the Employer or that the Employer submits to the Union to be processed through the grievance procedure;
- (q) "Lay-off" means an employee whose employment has been terminated because of lack of work or lack of funds;
- (r) "Leave" means absence from work, with or without pay, with the permission of the Employer;
- (s) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, special levy or insurance premium;
- (t) "Probation" means the period of time upon hire, promotion or transfer referred to in Article 15.03 of this Agreement;
- (u) "Promotion" means an appointment of an employee to a position where the maximum rate of pay exceeds the maximum rate of pay applicable to the position held by the employee immediately prior to the appointment by an amount equal to at least the lowest annual increment applicable to the position to which the employee is appointed;
- (v) "Rates of Pay":
  - (i) "hourly rate of pay" means an employee's hourly rate of pay for their position as set out in Appendix A,
  - (ii) "daily rate of pay" means an employee's hourly rate of pay multiplied by their regularly scheduled daily hours of work,
  - (iii) "weekly rate of pay" means an employee's hourly rate of pay multiplied by their regularly scheduled hours of work per year divided by 52;
- (w) "Representative" means a person who is authorized to represent the Union;
- (x) "Seniority" means length of service with the Employer in accordance with Article 15.01 of this Agreement;

- (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 Component 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:
- (a) if defined in the Interpretation Act, but not defined elsewhere in this Agreement have the same meaning as given to them in the Interpretation Act.
- 2.03 "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.

### **ARTICLE 4** **Application**

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

#### **Number and Gender**

- 4.02 Throughout this Agreement, expressions referring to employees are meant for all employees, regardless of gender.

### **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 Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

#### **Conflict of Provisions**

- 5.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by

the Employer, the provisions of this Agreement shall prevail, unless the Employer is compelled by law to issue and enforce such regulation, direction or other instrument.

## **ARTICLE 6** **Human Rights**

### Freedom from Discrimination

- 6.01 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, ethnic origin, citizenship, national or place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, gender expression, marital status, family status, pregnancy, lawful source of income, political affiliation, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.
- 6.02 The Employer shall accommodate a disabled employee up to the point of undue hardship, which may include finding alternate employment with the Employer.

### Equal Pay for Work of Equal Value

- 6.03 The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the employee.

### Freedom from Sexual Harassment

- 6.04 "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 employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 6.05 Every employee is entitled to employment free of sexual harassment.
- 6.06 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.

### Freedom from Workplace Violence

- 6.07 "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.
- 6.08 Every employee is entitled to employment free of workplace violence.



- 6.09 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 6.10 It is understood that normal day-to-day operational interactions between management and supervisory staff with Bargaining Unit members does not constitute harassment. This includes directions, guidance and feedback, disciplinary actions or interpersonal disagreements that do not rise to the level of harassment.

**ARTICLE 7**  
**Strikes and Lockouts**

- 7.01 There shall be no lockout by the Employer and no strike by the employees during the life of this Agreement.
- 7.02 No employee shall be required to cross any picket line at a place of work. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross any picket line at a place of work, where the picketing Union is on a legal strike and is a Union representing a group of employees working for the Employer.

**ARTICLE 8**  
**Managerial Responsibilities**

- 8.01 Except to the extent provided in this Agreement, this Agreement in no way restricts the Employer in the management of the Municipality and the direction of its workforce. Management shall exercise its rights in a manner which is fair, reasonable, and consistent with the terms of this Agreement.

**ARTICLE 9**  
**Employer Directives**

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

**ARTICLE 10**  
**Union Access to Employer Premises**

- 10.01 The Employer shall permit access to its work premises of an accredited Representative of the Union upon reasonable notice.

**ARTICLE 11**  
**Appointment of Representatives**

11.01 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 verbally as soon as possible and in writing within thirty (30) days.

**ARTICLE 12**  
**Time-off for Union Business**

Leave With Pay for Union Business

12.01 The Employer shall grant leave with pay to employees participating as a party, a witness, or a Representative of the Union in respect to:

- (a) any proceeding before the Canada Industrial Relations Board;
- (b) investigation of any grievances, except for an employee who is on suspension without pay;
- (c) any proceeding under Article 38 – Grievance Procedure and Arbitration, except for an employee who is on suspension without pay;
- (d) meetings with the Employer on behalf of the Union.

Grievance Handling

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

Contract Negotiations Meetings

12.03 The Employer will grant leave with pay to 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

12.04 The Employer shall grant leave with pay to a maximum of two (2) employees to attend preparatory negotiations meetings to a maximum of one (1) day.

Leave Without Pay for Union Business

- 12.05 Subject to operational requirements, the Employer shall grant leave without pay for up to two (2) employees for periods of up to twelve (12) consecutive calendar days with respect to:
- (a) conventions, conferences, and executive council meetings of the Alliance, the Union, the Canadian Labour Congress and the Northern Territories Federation of Labour;
  - (b) union training.
- 12.06 Subject to operational requirements, the Employer may grant leave without pay to additional employees for the purposes of this clause.
- 12.07 An employee on leave under this clause shall continue to be paid by the Employer and the Employer shall be reimbursed by the Union for such employment costs.
- 12.08 Where operational requirements permit 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 Union Office

- 12.09 An employee elected as a paid officer of the executive of the Union, the Alliance or the Northern Territories Federation of Labour shall, upon application, be granted leave of absence without pay for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 12.10 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 12.11 Upon termination of their leave of absence such employees shall be offered the same position or a position comparable to the position they held with the Employer at the commencement of their leave provided that the position was not a term or funded position which no longer exists. When such employees wish to invoke this clause they shall provide the Employer with three months' notice of their intent to do so.
- 12.12 Notwithstanding Article 12.09, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.

- 12.13 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.
- 12.14 Subject to operational requirements and upon reasonable notification, the Employer may grant leave without pay to a Representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

**ARTICLE 13**  
**Union Dues Deduction**

- 13.01 The Employer shall indicate in Bargaining Unit job postings that the position is in the Bargaining Unit.

**Union Dues**

- 13.02 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 13.03 The Union shall inform the Employer in writing of the authorized deduction to be deducted under Article 13.02 for each employee within the Bargaining Unit.
- 13.04 For the purpose of applying Article 13.02, deductions from pay for each employee will occur on a biweekly basis.
- 13.05 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.
- 13.06 The amounts deducted in accordance with Article 13.02 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.
- 13.07 The Employer may agree to make deductions for other purposes on the basis of the production of appropriate documentation.
- 13.08 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.
- 13.09 The Employer agrees to identify annually on each employee's T4 slip the total amount of Membership Fees deducted for the applicable year.

**ARTICLE 14**  
**Information**

Provision to Union

- 14.01 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 consist of a photocopy of the information sent to the Public Service Alliance of Canada for dues remittance.
- 14.02 If and when the Union requests additional information, being employees name, address, job title, employment status and rate of pay, the Employer shall provide it. Such information shall not be unreasonably requested by the Union.
- 14.03 The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck off strength during the period reported.
- 14.04 The Employer shall provide the Union with a report of all newly created positions, including those excluded from the Bargaining Unit.

Collective Agreement

- 14.05 The Union and the Employer shall share equally in the costs associated with the printing and distribution of the Agreement. The Union will facilitate the printing of the Agreement.
- 14.06 The Employer shall provide each employee with a copy of this Agreement.
- 14.07 The Employer shall provide each new employee with a copy of this Agreement upon their appointment.

**ARTICLE 15**  
**Seniority and Probation**

Seniority

- 15.01 Seniority is defined as the length of service with the Employer, and shall be applied on a Bargaining Unit wide basis. Seniority does not accrue, but is not lost, during an employee's leave of absence without pay or layoff, unless otherwise stated in this Agreement.
- 15.02 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.

Probation

- 15.03 A newly hired employee shall be on probation for a period of six (6) months. An employee shall be on probation for a period of four (4) months when an employee has been promoted

or transferred. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement, except as otherwise stated in this Agreement

If an employee does not successfully complete their probationary period on transfer or promotion, they shall be returned to the position held before the transfer or promotion or, by mutual consent of the employee and the Employer, to an equivalent position and pay level.

## **ARTICLE 16**

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

- 16.01 The Employer shall provide bulletin board space in the Hamlet Office and the Hamlet Shop clearly identified for exclusive Union use.
- 16.02 The Employer shall subject to availability, 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.
- 16.03 The Employer will distribute any mail originating from the Union or Alliance and addressed to an employee.
- 16.04 A Representative of the Union shall have the right at an employee orientation course to make a presentation of up to one-half (½) hour. There shall be no disciplinary action taken against the employees if the orientation exceeds one-half (½) hour. The Representative of the Union shall be granted leave with pay.

## **ARTICLE 17**

### **Designated Paid Holidays**

- 17.01 (a) The following days are Designated Paid Holidays for employees covered by this Agreement:
- (i) New Year's Day;
  - (ii) Good Friday;
  - (iii) Easter Monday;
  - (iv) Victoria Day;
  - (v) Canada Day;
  - (vi) Nunavut Day;
  - (vii) Civic Holiday, the first Monday in August;
  - (viii) Labour Day;
  - (ix) National Day for Truth and Reconciliation

- (x) Thanksgiving Day;
  - (xi) Remembrance Day;
  - (xii) Christmas Day;
  - (xiii) Boxing Day;
  - (xiv) Hamlet Day, or any day or days proclaimed to be a holiday by Hamlet Council in lieu of Hamlet Day
- (b) A paid holiday shall be granted to all employees on any special day so proclaimed by the Government of Canada or the Commissioner of Nunavut.
  - (c) Employees shall have the option of selecting alternative days to use as Designated Paid Holidays, if a majority of the employees and Employer agree to the selected change.
  - (d) The Employer may declare additional days as Designated Paid Holidays to recognize other days of civic importance.

17.02 Article 17.01 does not apply to an employee who is absent without cause on the working day immediately preceding or the working day following the Designated Paid Holiday.

Holiday Falling on a Day of Rest

17.03 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 their day of rest.

17.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Article 17.03:

- (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.

17.05 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.

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

17.07 An Employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the Designated Paid Holiday occurs, unless they are paid at a rate at least equal to double their regular rate of wages for the time worked by them on that day.

**ARTICLE 18**  
**Leave – General**

- 18.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than they have earned is terminated due to death or lay-off the employee shall be considered to have earned that amount of leave with pay granted to them.
- 18.02 When an employee is in receipt of an extra allowance and is granted leave with pay, they are entitled during their period of leave to receive the allowance if the special or extra duties in respect of which they are paid the allowance were assigned to them on a continuing basis. Where an employee is on leave of absence without pay, the employee shall not be entitled to any pay or allowances except as specifically provided in this Agreement.
- 18.03 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of their special, sick and vacation leave credits as of the 31st day of March.
- 18.04 Where the Employer changes or denies an employee's application for leave, the reasons for such change or denial shall be provided to the employee in writing if requested by the employee in writing.
- 18.05 An employee request for leave shall be replied to by the Employer as soon as reasonably possible.

**ARTICLE 19**  
**Vacation Leave**

Accumulation of Vacation Leave

- 19.01 (a) For each month of a fiscal year in which an employee receives pay for at least ten (10) days, they shall earn Vacation Leave at the following rates:
- (i) one and one-quarter ( $1\frac{1}{4}$ ) days each month (15 days per annum) until the month in which the anniversary of the second (2nd) year of continuous service is completed.
  - (ii) one and two-thirds ( $1\frac{2}{3}$ ) days each month (20 days per annum) commencing in the month after completion of two (2) years of continuous service and ending in the month that ten (10) years of continuous service is completed.
  - (iii) two and one-twelfth ( $2\frac{1}{12}$ ) days each month (25 days per annum) commencing in the month after completion of ten (10) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed.



- (iv) two and one-half (2½) days each month (30 days per annum) commencing in the month after the completion of fifteen (15) years of continuous service.
- (b) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in Article 19.01(a)(ii), (iii) and (iv) above.

#### Granting of Vacation Leave

- 19.02 (a) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- (i) schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (ii) not recall an employee to duty after they have proceeded on vacation leave, except in an emergency;
  - (iii) grant the employee their vacation leave during the fiscal year in which it is earned at a time specified by them;
  - (iv)
    - 1) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon their vacation entitlements when so requested by the employee; and
    - 2) recognize Seniority on preference for a vacation period.
  - (v) to grant the employee their vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.
- (b) The Employer shall reply to the request for vacation leave submitted by the employee as soon as possible after the request has been received. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer if requested by the employee shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave, and such change, reduction or denial shall be subject to the grievance procedure of this agreement.

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

- (a) is granted special leave with pay, when there is a death in his immediate family as defined in Article 20; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 20; 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.

- 19.04 Employees are not permitted to carry over more vacation credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding one (1) years entitlement will be liquidated in cash at the end of the fiscal year. An employee may opt to liquidate vacation leave credits in cash at fiscal year end. When an employee opts to have their vacation credits paid out the request must be given to the Employer before March 31st of that fiscal year.
- 19.05 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

- 19.06 Where an employee dies or otherwise terminates their employment:
- (a) The employee or their estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of their employment, or
  - (b) The Employer shall grant the employee any vacation leave earned but not used by them before their employment is terminated, except termination due to discharge, if the employee so requests.

#### Vacation Travel Time

- 19.07 Once per fiscal year, vacations shall be lengthened by two (2) work days for the purposes of travel time.

### **ARTICLE 20** **Special Leave**

- 20.01 An employee shall earn special leave credits at the following rates up to a maximum of twenty-five (25) days at a rate of one-half ( $\frac{1}{2}$ ) day for each calendar month in which they received pay for at least ten (10) days. As credits are used, they may continue to be earned.
- 20.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, adoptive child, step child, foster child, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-

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

- (a) The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
  - (i) when there is a death in the employee's immediate family;
  - (ii) where a member of the immediate family becomes seriously ill and the employee provides assistance to the seriously ill person.
- (b) The Employer shall grant special leave earned with pay for a period of up to two (2) consecutive working days when an employee is to be married.
- (c) The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
  - (i) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person;
  - (ii) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
    - (A) serious household or domestic emergencies.
    - (B) general transportation tie-up or delay, if the employee makes every reasonable effort to report for duty (including return from vacation leave), including in the event that an employee is weathered out while on the land or out of town;
    - (C) serious community emergencies, where the employee is required to render assistance;
    - (D) unexpected school or day care closures for preschool, elementary school and middle school age children;
  - (iii) where an employee acts as a medical escort for a member of the employee's immediate family, who travels to receive medical or dental services outside of Kugluktuk, provided that the need for such medical escort is confirmed in writing by a qualified medical practitioner. Except in the case of an emergency, such written confirmation, along with an application for special leave, shall be provided to the Employer in advance. Leave under this section shall be limited to six (6) days per fiscal year.
  - (iv) Such leave will not be unreasonably withheld.

- 20.03 The Employer may grant special leave in excess of five (5) consecutive working days for the purposes enumerated in 20.02.
- 20.04 Subject to operational requirements, every employee shall be entitled to two (2) days of special leave each year at the employee's discretion. Discretionary leave must be approved by the Employer at least forty eight (48) hours in advance.
- 20.05 An employee may be entitled to up to fifteen (15) days civic leave with pay each year to serve as members of community councils, public boards and committees and to actively participate in sporting events in the Region, Territorial Interprovincial, National and International levels (including Arctic Winter Games) and Search and Rescue Activities. Where an employee receives any form of remuneration (except for expenses) for participating in any of these activities, the employee shall either refuse such remuneration or take the civic leave as leave without pay.
- 20.06 An employee shall be granted special leave with pay up to a maximum of three (3) working days on the occasion of the birth of their child where travel is required and one (1) working day where travel is not required. An employee shall be granted special leave with pay up to a maximum of one and one-half (1½) working days on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days.

#### Advance of Credits

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

#### Casual Leave

- 20.08 The Employer may grant an employee casual leave with or without pay for other purposes of a special or unusual nature.
- 20.09 Employees shall be granted casual leave with pay under the following circumstances:
- (a) to a maximum of two (2) hours of leave with pay for an appointment with (or to accompany a dependant family member to or from) a doctor, dentist, or lawyer, school authorities, adoption agencies, or job interviews. Leave shall only be granted for the length of the appointment or interview. Employees may be required to provide confirmation of the length of the appointment or interview; or
  - (b) to attend the funeral of a co-worker.

#### Quarantine Leave

- 20.10 Employees shall be granted special leave with pay for time lost through quarantine when required to quarantine or self-isolate as a result of territorial public health measures or when

required to quarantine or self-isolate by a medical doctor. Employees who have insufficient leave credits shall, at their option, be entitled to use other leave credits available to them.

**ARTICLE 21**  
**Sick Leave**

Credits

- 21.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which they receive pay for at least ten (10) days to a maximum of twenty-five (25) days, and will not earn additional sick leave credits until their sick leave credit accumulation falls below twenty-five (25) days.
- 21.02 Subject 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 on the basis of actual hours of sick leave taken.
- 21.03 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, they shall earn sick leave credits for each month in which they 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.
- 21.04 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, they may, at the discretion of the Employer, 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.
- 21.05 (a) When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against their sick leave credits for the period of concurrency.
- (b) An employee is not eligible for sick leave during any period in which they are on lay-off or under suspension.
- 21.06 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out their duties due to illness:
- (a) except when the employee is not permitted to attend the health centre or other medical facilities because of the employee's medical condition, for sick leave in excess of three (3) working days;
- (b) for any additional sick leave in a fiscal year when in the same fiscal year the Employee has been granted five (5) days sick leave wholly on the basis of the statements signed by them.

Transportation to a Medical Centre

21.07 All employees not entitled to medical transportation benefits that are provided by the Government of Nunavut and Health and Welfare Canada will be entitled to the equivalent level of the benefits to be provided by the Employer.

Medical Travel Time

21.08 Every employee who is proceeding to a medical centre will be granted leave of absence with pay to be charged against their sick leave credits for the lesser of three (3) days or the actual time taken to travel from their post to a point of departure and return.

Payout of Sick Leave Credits

21.09 Upon retirement after ten (10) years or more of continuous employment, or upon termination of employment for health reasons after one (1) year of continuous employment, an employee shall receive a payout in cash for the total of their accumulated sick leave credits to a maximum of twenty-five (25) days at the rate of twenty-five percent (25%) of theirtheir daily rate of pay.

**ARTICLE 22**  
**Pregnancy Leave**

22.01 An employee who becomes pregnant shall be granted seventeen (17) consecutive weeks pregnancy leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave.

22.02 The Employer may:

- (a) upon written request from the employee, defer the commencement of pregnancy leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
- (b) grant pregnancy leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
- (c) where pregnancy leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

22.03 Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".

Pregnancy-related Reassignment or Leave

22.04 Where a pregnant employee produces a statement from their physician that their working conditions may be detrimental to their health or that of the foetus, the Employer shall either change such working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.

Pregnancy Leave Allowance

22.05 After completion of six (6) months continuous employment, an employee who provides the Employer with proof that they have applied for and is in receipt of employment insurance benefits pursuant to the *Canada Employment Insurance Act*, shall be paid a pregnancy leave allowance.

22.06 A recipient under Article 22.05 shall sign an agreement with the Employer providing:

- (a) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;
- (b) that they will return to work on the date of the expiry of their pregnancy leave, unless this date is modified with the Employer's consent.

22.07 Should the employee fail to return to work, except by reason of death, disability or lay-off as per the provision of Article 22.06, the employee recognizes that they are indebted to the Employer for the amount received as pregnancy leave allowance. Should the employee not return for the full six (6) months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which they received pay.

22.08 In respect of the period of pregnancy leave, payments of pregnancy leave allowance will consist of the following:

- (a) For the first one (1) week, payments equivalent to 93% of their weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and 93% of her weekly rate of pay. During an additional week, where the employee has received EI Maternity Benefits for fifteen (15) weeks and thereafter remains on pregnancy leave without pay, a payment equivalent to 93% of their weekly rate of pay;
- (b)
  - (i) for a full-time employee the weekly rate of pay referred to in Article 22.08(a) shall be the weekly rate of pay for their position on the day immediately preceding the commencement of the pregnancy leave.
  - (ii) for a part-time employee the weekly rate of pay referred to in Article 22.08(a) shall be the prorated weekly rate of pay for their position averaged over the sixmonth period of continuous employment immediately preceding the commencement of the pregnancy leave.

- (c) Severance pay benefits are not reduced or increased by payments under this Article.
- (d) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article 22.08(a), the payments shall be adjusted accordingly.

**ARTICLE 23**  
**Parental Leave**

- 23.01 Where an employee has or will have the actual care or custody of their newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, they shall be granted parental leave without pay
- (a) for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was 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, or
  - (b) for a single period of up to sixty-three (63) consecutive weeks if they are entitled to receive, and has opted for, the Extended Parental Benefits available under the *Canada Employment Insurance Act*. This leave without pay shall be taken during the seventy-eight (78) week period immediately following the day the child was born or, in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the employee's care and custody.
- 23.02 An employee who intends to request parental leave without pay shall make every effort to provide four (4) weeks' notice to the Employer, except for unexpected adoption placement. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- 23.03 Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service."

**Parental and Adoption Leave Allowance**

- 23.04 After completion of six (6) months continuous employment, an indeterminate employee who has been granted parental leave without pay and who provides the Employer with proof that they have applied for and is in receipt of parental benefits pursuant to the *Canada Employment Insurance Act* shall be paid a parental leave allowance.
- 23.05 A recipient under Article 23.04 shall sign an agreement with the Employer providing:
- (a) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;



- (b) that they will return to work on the date of the expiry of their parental leave without pay unless this date is modified with the Employer's consent.
- 23.06 Should the employee fail to return to work in accordance with the provisions of Article 23.05, except by reason of the employee's death, disability or lay-off, the employee recognizes and acknowledges that they are indebted to the Employer for the amount of parental leave allowance received. Should the employee not return for the full six (6) month period, the employee's indebtedness to the Employer shall be reduced on a prorated basis according to the number of months they returned to work.
- 23.07 The total amount of pregnancy and parental leave that can be taken by an employee, or by an employee couple, both of whom work for the Employer, is fifty-two (52) weeks for Standard Parental Leave, and seventy-eight (78) weeks for Extended Parental Leave, for both employees combined. Where the employees are eligible for the Employment Insurance (EI) Sharing Benefit, the total for Standard Parental Leave shall be fifty-seven (57) weeks and the total for Extended Parental Leave shall be eighty-six (86) weeks for both employees combined.
- 23.08 Once an employee has chosen either the Standard Parental Leave Benefit or the Extended Parental Leave Benefit under the *Canada Employment Insurance Act*, this choice cannot be revoked or changed. In the case of an employee couple, both employees must choose the same options under the *Canada Employment Insurance Act*.
- 23.09 For the period of parental leave without pay taken by an employee who has not taken pregnancy leave without pay, or who has taken pregnancy leave without pay and has not received a pregnancy leave allowance, parental leave allowance payments shall be equivalent to 93% of the employee's weekly rate of pay for the first week, and for an additional fifteen (15) weeks payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay. During an additional week, where the employee has received Standard Parental Leave Benefits for fifteen (15) weeks and thereafter remains on pregnancy leave without pay, a payment equivalent to 93% of the employees' weekly rate of pay.

#### Extended Parental Leave Benefit

- 23.10 For the period of parental leave without pay taken by an Employee who has not taken pregnancy leave without pay, or who has taken pregnancy leave without pay and has not received a pregnancy leave allowance, parental leave allowance payments shall be equivalent to seventy-one per cent (71%) of the Employee's weekly rate of pay for the first one (1) week, and for an additional thirty-four (34) weeks payments equivalent to the difference between the employment insurance benefit the Employee is eligible to receive and seventy-one per cent (71%) of the Employee's weekly rate of pay.
- 23.11 For a full-time employee the weekly rate of pay referred to in Article 23.07 and Article 23.10 shall be the weekly rate of pay for their position on the day immediately preceding

the commencement of the parental leave without pay or pregnancy leave without pay, as the case may be.

- 23.12 For a part-time employee the weekly rate of pay referred to in Article 23.07 and 23.10 shall be the prorated weekly rate of pay for their position on the day immediately preceding the commencement of the parental leave without pay or pregnancy leave without pay, as the case may be, averaged over the six month period of continuous employment immediately preceding the commencement of the parental or pregnancy leave without pay.
- 23.13 Severance pay benefits are not reduced or increased by payments under this Article.

Benefits and Pension Plan for Employees on Pregnancy and/or Parental and Adoption Leave

- 23.14 While an employee is receiving a pregnancy leave allowance as outlined in Article 22.08, or a parental leave allowance as outlined in Article 23.07 or 23.10, the Employer shall, at the written request of the employee:
- (a) Deduct the employee share of NEBS benefit premiums, and submit both the employee contribution and the Employer contribution to NEBS; and
  - (b) Deduct the employee contribution to the pension plan, up to the maximum allowed in Article 49, and submit both the employee contribution and the matching Employer contribution to NEBS.
- 23.15 While an employee is on pregnancy and/or parental leave and not receiving an allowance, if the employee wishes to continue on the NEBS benefits and pension plan, the employee shall so indicate to the Employer in writing, and
- (a) By the end of each month, provide the Employer with the employee share of NEBS benefit premiums, whereupon the Employer will submit both the employee contribution and the Employer contribution to NEBS; and
  - (b) At any time throughout the pregnancy leave, or the pregnancy and parental leave, submit to the Employer a contribution to the pension plan, up to the maximum allowed in Article 49, whereupon the Employer will match this amount and will submit both the employee contribution and the Employer contribution to NEBS.

**ARTICLE 24**  
**Compassionate Care Leave**

- 24.01 The Employer and the Union recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- 24.02 For the purposes of this Article, the definition of family member means the employee's:
- (a) spouse, including common-law spouse;

- (b) child or a child of the employee's spouse;
- (c) parent or spouse of the parent; and
- (d) any other person in accordance with the Nunavut Labour Standards Act

24.03 An employee shall be granted compassionate care leave without pay, to a maximum of twenty-seven (27) weeks, for the care of a gravely ill family member in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing (except where due to urgent or unforeseeable circumstances such notice cannot be given, in which case the employee shall notify the Employer as soon as possible by the most expedient means possible) of the commencement date of the leave and the expected duration of the leave;
- (b) an employee shall provide the Employer with a copy of the medical certificate as proof that the employee's gravely ill family member is suffering from a serious medical condition with a significant risk of death within twenty-six (26) weeks of the commencement of the leave. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the gravely ill family member.

24.04 Compassionate care leave without pay granted under this Article may be taken over separate periods, but each period shall be for a minimum period of one (1) week. Compassionate care leave cannot exceed twenty-seven (27) weeks for the same gravely ill family member.

24.05 Two or more employees of the Employer cannot take more than a total of twenty-seven (27) weeks of compassionate care leave without pay for the same gravely ill family member.

24.06 Periods of compassionate care leave without pay shall be treated as Continuous Employment and Continuous Service.

24.07 Employees shall be returned to work from a period of compassionate care leave without pay in their same position at the same rate of pay. Should an employee become eligible for a pay increment during a period of compassionate care leave without pay, the employee will be paid the new rate of pay when the employee returns to work.

24.08 If during a period of sick leave, vacation leave or lieu time, an employee is advised of circumstances under which the employee would have been eligible for compassionate care leave without pay under Article 24.03 and the employee is granted compassionate care leave without pay, the employee's sick leave, vacation leave or lieu time shall be restored for any concurrent period of compassionate care leave without pay granted.

Compassionate Care Leave Allowance

24.09 For the one-week waiting period for employment insurance benefits provided by the Canada Employment Insurance Act, employees shall receive a payment equivalent to ninety-three per cent (93%) of their salary.

**ARTICLE 25**  
**Other Types of Leave**

Court Leave

25.01 An employee, other than an employee on leave without pay or under suspension, will be granted leave with pay:

- (a) to serve on a jury and the jury selection process; or
- (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.

Injury on Duty

25.02 (a) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Workers' Safety and Compensation Commission in the event of:

- (i) Personal injury accidentally received in the performance of their duties and not caused by the employee's willful misconduct or negligence;
  - (ii) Sickness resulting from the nature of their employment; or
  - (iii) Over-exposure to radioactivity or other hazardous conditions in the course of their employment.
- (b) if the employee agrees to pay the Employer any amount received by them for loss of wages in settlement of any claim they may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee has paid the premium.
- (c) The Employer will make every reasonable effort to offer alternate employment to an employee who is unable to perform their regular duties as a result of an injury on duty.

Relocation of Spouse

25.03 At the request of an employee, leave without pay for a period of one (1) year shall be granted to an employee whose spouse is relocated. The Employer may, in this

circumstance, fill this vacancy created by means of a term position equivalent to the length of the period requested.

Leave Without Pay for Care and Nurturing

25.04 Subject to operational requirements, leave without pay in one or more periods to a total maximum of two (2) years during an employee's total period of employment may be provided for the care and nurturing of preschool children.

Leave with or without Pay for Other Reasons

25.05 Notwithstanding any provision for leave in this Agreement, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement, including emergency or unusual circumstances. This Leave shall not be granted for the purposes of pursuing employment with another employer, subject to Article 25.03.

Leave for Hunting, Fishing or Harvesting and Other Traditional Pursuits

25.06 Subject to operational requirements, leave with pay, to a maximum of three (3) working days per fiscal year, shall be granted on very short notice to an employee in order to meet traditional hunting, fishing or harvesting needs or other traditional pursuits.

Family Abuse Leave

25.07 The Employer recognizes that Employees may face violence of abuse in their personal lives that may affect their attendance and performance at work.

25.08 Employees experiencing family abuse or employees with a dependent child experiencing family abuse shall be granted leave with pay up to five (5) paid days per year and five (5)

unpaid days per year to attend appointments with professionals, legal proceedings, or engage in any other necessary activities to support their health, safety and security.

- 25.09 This leave shall be taken as consecutive or single days, or as half of a day, with request for approval being sought as soon as is reason.
- 25.10 This leave will be in addition to existing leave entitlements.
- 25.11 There shall be no carryover of unused Family Abuse Leave from one year to the next.
- 25.12 An employee shall be entitled to unpaid domestic violence leave of up to fifteen (15) weeks per year, or prorated portion of a year, to be taken in one continuous period.
- 25.13 All personal information concerning family abuse will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement, or as may be required by law.
- 25.14 Periods of family abuse leave without pay shall be treated as Continuous Employment and Continuous Service.

**ARTICLE 26**  
**Hours of Work**

- 26.01 Unless stated elsewhere, the work week is Monday to Friday inclusive. The normal hours of work for office staff and recreation staff shall be between 08:30 and 17:00 and for trades employees' hours of work shall be between 08:00 and 17:00 inclusive of a one (1) hour lunch period.
- 26.02 The hours of work for some positions are modified and described below:
  - (a) Recreation Staff

The usual hours of work for Recreation staff will be 8:30 to 5:00 pm however these hours may be adjusted for purposes such as Recreation Committee Meetings, Tournaments and functions outside these hours. Overtime will be effective after 37.5 hours per week.
  - (b) Council Clerk, Assistant SAO, Foreman, Manager Community Development

The regular hours of work may be adjusted to include attendance at Hamlet Council Meetings and Committee Meetings. Overtime will be effective after 37.5 and 40 hours per week respectively.
  - (c) Bylaw Officer

The Employer and the Bylaw Officer will determine hours of work taking into consideration the following criteria:

- (i) two consecutive days off;
- (ii) minimal split shifts;
- (iii) after 40 hours per week overtime will be in effect.

(d) Building Maintainer and Manager of Community Works

The regular hours of work for Building Maintainers and Manager of Community Works, shall be between 8:30 a.m. and 5:00 p.m., five (5) consecutive days per week either Monday to Friday or Wednesday to Sunday. Overtime shall be effective after 37.5 hours per week.

(e) Crisis Centre Employees

The regular hours of work for Crisis Centre Worker and Crisis Centre Coordinator shall be eight (8) consecutive hours per day, five (5) consecutive days per week.

- 26.03 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.
- 26.04 In the event that an employee is unable to take their rest period at the regular time due to operational requirements, this rest period will be taken at a later time mutually agreed upon between the Employer and the employee.
- 26.05 An employee working modified hours of work under Article 26.01 shall be entitled to one fifteen (15) minute paid rest period in the first half of the shift and one fifteen (15) minute paid rest period in the second half of the shift.
- 26.06 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 27**  
**Overtime**

27.01 In this Article:

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

- (d) "Double time" means twice the straight time.
- 27.02 An employee who is required to work overtime shall be paid overtime compensation for all overtime worked.
- 27.03 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 27.04 (a) Subject to the operational requirements the Employer shall make every reasonable effort:
- (i) to allocate overtime work among readily available qualified employees within each position;
  - (ii) to give employees who are required to work overtime reasonable advance notice of this requirement.
- (b) Except in the case of an emergency employees may refuse to work overtime.
- 27.05 (a) Overtime work shall be compensated as follows:
- (i) at time and one-half (1½X) for all hours except as provided in Article 27.05(a)(ii);
  - (ii) at double time (2X) for all hours of overtime worked after the first four (4) consecutive hours of overtime. However, when an employee works both on the first and second day of rest, double time (2X) for all hours worked on the second day of rest.
  - (iii) In lieu of (i) and (ii) the Employer shall grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the employee and the Employer.
- (b) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed their last regular shift, and
- (c) 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.
- 27.06 Where an employee is required to work three (3) or more hours of overtime immediately following their regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave their place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the Dinner in accordance with Article 43 – Duty Travel.



**ARTICLE 28**  
**Pay**

- 28.01 Employees are entitled to be paid for services rendered for the position to which they are appointed at the pay rates specified in the Appendices attached.
- 28.02 Employees shall be paid on a biweekly basis with pay days being every second Thursday. Employees may choose to be paid by cheque.
- 28.03 Employees who have earned overtime compensation, or any other extra allowances in addition to their regular pay, should receive such remuneration with their regular pay for the pay period in which it was earned, but in any event shall receive such remuneration on the following pay day.
- 28.04 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 28.05 Employees who have earned overtime compensation in addition to their regular pay, may bank this time at overtime rates up to a maximum of forty-five (45) days and take it as lieu time at a time mutually agreeable between the employee and the Employer.

**Acting Pay**

- 28.06 (a) When an employee is required by the Employer to perform the duties of a higher position on an acting basis, they shall be paid acting pay calculated from the date on which they commenced to act as if they had been appointed to that higher position for the period in which they act.
- (b) When a Designated Paid Holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the Designated Paid Holiday shall be considered as a day worked for purposes of acting pay.

**Salary Increases**

- 28.07 (a) The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- (b) The Employer agrees to pay any retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which the Agreement is signed.
- (c) Retroactive pay shall be issued on a separate cheque.

### Performance Increments

- 28.08 An employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until they reach the maximum for the position. An employee shall receive an increase in pay on the employee's anniversary date, except where the Employer has notified the Employee in writing at least thirty (30) days prior to the employee's anniversary date that the employee will not be receiving an increase in pay. The Employer will provide the employee with an explanation for the denial of the increase in pay.
- 28.09 The performance of the employee shall be reviewed annually on or before the employee's anniversary of their appointment.

### Appointment to a New Position

- 28.10 (a) When an employee receives a promotion they shall receive an increase in pay nearest to but not less than the difference between Step 1 and Step 2 of the pay range for the new position. If a performance increment in the employee's former position is due within six (6) months of the promotion, the increment will be granted at the time of promotion on the pay range for the former position prior to application of the pay range for the new position.
- (b) (i) if the appointment constitutes a transfer, at the rate nearest to, but not less than their former rate of pay; or
- (ii) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than their present rate of pay. The employee will continue to receive their normal rate of pay, which will be red circled. When the maximum rate of pay of their new position exceeds the red circled amount, they shall then follow the pay scale for the new position at the maximum amount.
- (c) if the appointment is as a result of the employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the employee's present position, the employee shall be paid at a step in the pay range for the new position that is commensurate with the employee's continuous service.
- 28.11 Where a salary increment and salary revision are effective on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

### Pay Recovery

- 28.12 (a) Where an employee, through no fault of their own, has been overpaid, before recovery action is implemented, the Employer will 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 the pay recovery and the Employer shall devise an acceptable recovery schedule.

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

**ARTICLE 29**  
**Reporting Pay**

- 29.01 Unless the employee is told not to report to work, if an employee reports to work on their regularly scheduled shift and there is a change in their shift assignment they shall be entitled to four (4) hours of work. When no work is available they shall receive compensation of four (4) hours pay at the straight time rate.
- 29.02 Unless the employee is told not to report to work, if an employee reports to work on their regularly scheduled shift and there is insufficient work available they are entitled to four (4) hours of work. When no work is available they shall receive compensation of four (4) hours pay at the straight time rate.
- 29.03 If an employee is directed to report for work on a day of rest or on a Designated Paid Holiday, and there is insufficient work available, they shall be entitled to two (2) hours of work at the appropriate overtime rate. When no work is available they shall receive compensation of two (2) hours pay at the appropriate overtime rate.
- 29.04 If an employee is directed to report for work outside of their regularly scheduled hours, they shall be paid compensation at the appropriate overtime rate subject to a minimum of one (1) hour pay at the overtime rate.

**ARTICLE 30**  
**Call-Back Pay**

- 30.01 When an employee is recalled to a place of work for a specific duty, they shall be paid the greater of:
  - (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours' pay at the straight-time rate;
  - (c) compensation for call-back shall be made in cash or compensatory leave, as is desired by the employee.
- 30.02 Except in an Emergency 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.

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

### **ARTICLE 31**

#### **Standby**

- 31.01 When the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of eighteen dollars (\$18.00) for each eight (8) consecutive hour period or portion thereof that they are on standby.
- 31.02 Except in cases of emergency, employees will be designated for standby duty on a standby list posted at least two (2) weeks in advance of the commencement of the period of standby duty.
- 31.03 An employee designated by the Employer for standby duty shall be available to return for duty as quickly as possible if called during their period of standby. A mobile radiotelephone system will be made available for those employees on standby.
- 31.04 No standby payment shall be granted if an employee is unable to report for duty when required.
- 31.05 An employee on standby duty who is required to report for work shall be paid, besides the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours' pay at the employee's straight time rate each time they report, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours commencing from the time that the employee is first required to report for work.

### **ARTICLE 32**

#### **Technological Change**

- 32.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 32.02 With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide one hundred and twenty (120) days advance notice to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. 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.
- 32.03 In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

**ARTICLE 33**  
**Severance Pay**

33.01 For the purpose of this Article only seniority shall be calculated from March 1, 1989.

Lay-off

- 33.02 (a) An employee who has one year or more of continuous employment and who permanently is laid off is entitled to be paid Severance Pay at the time the lay-off becomes permanent and the employee can no longer be recalled in the amount of two (2) weeks of pay for the first year of service and one (1) week for each year of continuous employment after the first year.
- (b) Payment shall be prorated in respect of any period of continuous employment which is less than a complete year.

Death

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

Retirement

33.04 An employee who has four or more years of continuous employment commencing accumulation from April 1, 1997 and who retires at age 65 is entitled to be paid Severance Pay at the rate of one half (½) week pay for each completed year of continuous employment. This article shall only apply to employees who were employed as of May 26, 2016.

**ARTICLE 34**  
**Lay-off and Job Security**

- 34.01 In the event of layoff employees shall be laid off in reverse order of their seniority within their position.
- 34.02 In order to minimize the adverse effects of layoff, the Employer will provide retraining when practicable.
- 34.03 A person ceases to be a lay-off if they are not appointed to a position within twelve (12) months from the date on which they became a lay-off.
- 34.04 Before an employee is laid off:
- (a) they shall be given notice in writing, or at the sole discretion of the Employer pay in lieu thereof, of the effective date of their lay-off as far in advance as possible subject to a minimum notice of three (3) months;

- (b) every employee subject to lay-off shall, during the three (3) 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.
- (c) Sections 34.04 (a) and (b) shall not apply if the lay-off is temporary in accordance with the Labour Standards Act, in which case the provisions on temporary lay-off shall apply. Should a temporary layoff exceeds forty-five (45) days, the notice period in 34.02 (a) and (b) shall apply.

- 34.05 The Employer shall not dismiss, suspend, lay-off, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.
- 34.06 Recall from a lay-off will be made on the basis of seniority within the position.
- 34.07 The Employer shall give notice of recall personally or by registered mail.
- 34.08 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.
- 34.09 Where notice of recall is give by registered mail, notice is deemed to be given seven (7) days from the date of mailing when the employee is living in Kugluktuk and fourteen (14) days when the employee is living outside of Kugluktuk.
- 34.10 Employees on layoff status are required to advise the Employer of any change of address.
- 34.11 The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, they are unable to do so.

Cooling Off Period - 2 Working Days

- 34.12 An employee who willfully terminates their employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if they do so within two (2) working days. Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge, effective the date that the employee sought to return to work and may be grieved as a discharge. An employee is only allowed to access the cooling off period once per fiscal year.

**ARTICLE 35**  
**Job Descriptions**

- 35.01 When an employee is first hired or when an employee is reassigned to another position in the Bargaining Unit the Employer shall, before the employee is assigned to that position,

provide the employee with a current, accurate and written Job Description of the position to which they are hired or assigned.

- 35.02 Upon written request, an employee shall be given a current, accurate and written Job Description of their position.

### **ARTICLE 36**

#### **Employee Performance Review and Employee Files**

##### Employee Performance Review

- 36.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to their performance appraisal and may use the grievance procedure in Article 38 to correct any factual inaccuracies in their performance appraisal.
- 36.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state their career development goals and that every effort be made to develop the career potentials of each individual through in-service training, retraining, or any other facets of career development which may be available.
- 36.03 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half ( $\frac{1}{2}$ ) of the period for which the employee's performance is evaluated.
- 36.04 In the event that an Employer's representative has not observed the employee's performance for one-half ( $\frac{1}{2}$ ) of the period, an Employer's representative in the best position to make the evaluation shall do so.

##### Employee Files

- 36.05 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 two (2) years has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 36.06 Upon written request of an employee, the personnel file of that employee shall be made available for their examination at reasonable times in the presence of an authorized representative of the Employer.
- 36.07 Only one file per employee for the purposes of performance review or discipline shall exist.

**ARTICLE 37**  
**Position**

- 37.01 If a new or revised position is established which is not covered by the schedule of wages then in effect, the Employer shall before applying the new or revised position, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the position affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised position 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.
- 37.02 Where an employee believes that they have been improperly classified with respect to their position, they shall discuss his position with their immediate supervisor and, upon request, be provided with a copy of their job description prior to filing a grievance.

**ARTICLE 38**  
**Grievance Procedure and Arbitration**

- 38.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or a provision of an arbitral award;
  - (b) the interpretation, application, administration or alleged violation of a provision of an Act or Regulation, or a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;
  - (c) disciplinary action resulting in demotion, suspension, or a financial penalty;
  - (d) discharge; or
  - (e) letters or notations of discipline placed on an employee's personnel file.
- 38.02 Grievances shall be settled according to the following procedures for grievance and arbitration.

**Representation**

- 38.03 If they so desire, an employee may be assisted and represented by the Union when presenting a grievance.
- 38.04 Where an employee has been represented by the Union in the presentation of their grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at the same time that the Employer's decision is conveyed to the employee.



- 38.05 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided they first obtain the authorization of the Union prior to presenting such a grievance.
- 38.06 The Union shall have the right to initiate and present a grievance to management related to the application or interpretation of this Agreement on behalf of one or more members of the Union. The Employer shall have the right to initiate a grievance and present it to the President of the Union. This shall be deemed to be a Final Level grievance.
- 38.07 An employee may, by written notice to the Employer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement their withdrawal has the endorsement, in writing, of the Union.

#### Procedures

- 38.08 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance in writing to the Employer who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him.
- 38.09 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Senior Administrative Officer)
  - (b) Final Level (Hamlet Council)
- 38.10 The Union shall have the right to consult with the Employer with respect to a grievance.
- 38.11 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

#### Time Limits

- 38.12 These time limits may be extended by mutual agreement between the Employer and the employee, and where appropriate the Representative.
- 38.13 A grievance may be presented at the First Level of the procedure in the manner prescribed in Article 38.08 within twenty-five (25) calendar days after the date on which the grievor first became aware of the action or circumstances giving rise to the grievance.
- 38.14 The Employer shall reply in writing to a grievance within twenty-one (21) calendar days at First Level, or within thirty (30) calendar days at Final Level.

- 38.15 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 twenty-one (21) calendar days after that decision or settlement has been conveyed in writing to him by the Employer; or
  - (b) where the Employer has not conveyed a decision to the griever within the time prescribed in Article 38.14 within twenty-one (21) calendar days after the day the decision was due.

#### Termination of Employment

- 38.16 No employee shall have their employment terminated without first being given notice in writing together with the reasons thereof, twenty-four (24) hours prior to their termination. When the Employer terminates the employment of an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level within twenty-five (25) calendar days after the employee receives their notice of termination.

#### Arbitration

- 38.17 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 their desire to submit the difference or allegation to arbitration.
- 38.18 (a) The parties agree that arbitration referred to in Article 38.17 shall be by a single arbitrator.
- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 38.19 (a) 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.
- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.

- (c) The award of the arbitrator shall be signed by them and copies thereof shall be transmitted to the parties to the dispute.
- 38.20 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.
- 38.21 The Employer and the Union shall each pay one-half of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- 38.22 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 fourteen (14) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.
- 38.23 In addition to the powers granted to arbitrators under the Canada Labour Code the Arbitrator may determine that the employee has been discharged for other than just and sufficient cause and they may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to their wages lost by reason of their discharge, or such less sum as in the opinion of the Arbitrator is fair and reasonable; and/or
  - (b) make such order as they consider fair and reasonable having regard to the terms of this Agreement.

**ARTICLE 39**  
**Contracting Out**

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

**ARTICLE 40**  
**Labour/Management Committee**

- 40.01 A Labour/Management Committee is established to consult on matters of health and safety, the translation of this Agreement and matters of mutual interest.
- 40.02 The Labour/Management Committee shall be comprised of six (6) members of equal representation between the Union and the Employer, with each party choosing their respective representatives.

- 40.03 The Labour/Management 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. The Employer shall post the names of the Labour/Management Committee members in a prominent place.
- 40.04 The Labour/Management Committee may discuss health and safety issues in the workplace and make recommendations to the Employer in health and safety matters.

#### Translation of the Agreement

- 40.05 (a) The Committee will investigate and make recommendations on the translation of this Agreement.
- (b) Where resources for this purpose become available, the Committee will ensure that the translation is carried out.
- 40.06 The Labour/Management Committee may discuss other matters of mutual concern which may arise from time to time.

### **ARTICLE 41** **Ultimate Removal Assistance**

- 41.01 An employee who was hired from outside the Hamlet of Kugluktuk and who has worked for the Employer for two (2) years shall receive removal assistance from the Hamlet up to 1500 lbs, excluding dangerous goods (including any motorized vehicles).
- 41.02 If an employee is entitled to removal by another source, the employee shall access this source first.

### **ARTICLE 42** **Safety and Health**

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

#### Safety Act and Regulations

- 42.02 The Employer shall make available to all employees a current copy the Safety Act and Regulations, and any Employer policies pertaining to safety and health.

#### Right to Refuse Dangerous Work

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

- (a) An employee may refuse to do any particular act or series of acts at work which they have reasonable grounds to believe are dangerous to their health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy them otherwise, or until a safety officer appointed under the Safety Act or their designated representative has investigated the matter and advised them otherwise.
- (b) No loss of wages or disciplinary action shall be taken against any worker by reason of the fact that they 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.

#### First Aid

- 42.04 The Employer will offer Safety First Aid courses to a reasonable number of employees in order to meet the minimum requirements of the Safety Act, including refresher courses required to maintain a valid certificate, at the Employer's expense. Employees taking first aid training shall be granted leave with pay for the duration of the courses.
- 42.05 The Employer will provide and maintain in good condition first aid kits, fire blankets and eye wash centres where required on the Employer's premises.

#### Transportation of Injured Workers

- 42.06 The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical practitioner or medical facility, and from there to their home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an employee as a result of injury or serious ailment occurring in the workplace. If the employee receives compensation from any source for transportation costs arising under this clause, the Employer may recover that amount from the employee.

#### Protective Clothing and Equipment

- 42.07 The Employer shall provide and pay for all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions. The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment, devices and clothing at no cost to the employees.

#### Hazard Identification

- 42.08 Where chemicals, substances or equipment, which are hazardous or suspected of being hazardous to human health, are present in the workplace or on a worksite, the Employer shall post warning signs in Inuinnaqtun and English. Material Safety Data Sheets (MSDS) will be provided in the workplace as required by regulations.

42.09 The Employer will provide Workplace Hazardous Materials Information System (WHMIS) training at the Employer's expense to all employees who require the training, and will ensure that required employees hold a valid certificate. Employees taking WHMIS training shall be granted leave with pay for the duration of the courses.

### **ARTICLE 43** **Duty Travel**

#### **Pay for Travel on Behalf of the Employer**

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

- (a) when the travel occurs on a regular workday, as though they were at work for all hours travelled;
- (b) when the travel occurs on a day of rest or Designated Paid Holiday, at the applicable overtime rate for all hours travelled, subject to a minimum of four (4) hours pay at the straight time rate.

43.02 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.

43.03 The Employer will make every reasonable effort to restrict travel outside of the employee's community that requires absence from home beyond a period which includes two (2) weekends.

43.04 Where an employee is absent from home on a Designated Paid Holiday or day of rest and does not work a full day, they shall receive cash payment at their straight time rate of pay for all hours not worked to a maximum of four (4) hours or be granted the equivalent leave with pay.

#### **Duty Travel Expenses**

43.05 An employee who is authorized to travel on the Employer's business will be reimbursed for reasonable expenses incurred, including but not limited to telephone expense, excess baggage charges, and taxi expenses, upon provision of receipts.

#### **Entitlement**

43.06 The entitlements set out hereunder are subject to the limitations in this Article.

#### **Transportation**

43.07 The cost of transportation is authorized as follows:

- (a) economy air travel (employees may be entitled to travel executive class if proof is provided that economy air travel was not available on a required flight);
- (b) privately-owned car: where the use of a privately-owned car is authorized an allowance of 58.0 cents per kilometre;
- (c) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
- (d) rented or hired cars – where this is the most reasonable or economical means of travel. Employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability.

#### Accommodation

- 43.08 (a) The Employer will make appropriate arrangements and payments for accommodations.
- (b) Non-Commercial Accommodation - where employees make private arrangements for overnight accommodation, they may claim fifty dollars (\$50.00) for each night outside Nunavut, adjusted as the Federal rate is changed, and seventy five dollars (\$75.00) for each night within Nunavut.

#### Meals and Incidental Expenses

- 43.09 Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc.
- 43.10 Employees who are required to undertake duty travel on behalf of the Employer will be entitled to receive per diem at the rates set by the Government of Nunavut for duty travel. At the time duty travel is authorized, the Employee shall be provided with a copy of the most-up-to-date rates by the Employer. Current rates are also available at: <https://gov.nu.ca/finance/information/duty-travel-rates>

#### Procedures

- 43.11 (a) The Employer shall authorize duty travel before the start of a trip.
- (b) When requested by the employee with sufficient notice and deemed necessary by the Employer, an advance sufficient to cover reasonable expenses shall be provided to the employee at least three (3) banking days prior to the commencement of a trip.
- (c) Upon completion of a trip the employee shall, within ten (10) working days, submit to the Employer in writing, a list of expenses and attach corresponding receipts, if applicable, along with a personal cheque or money order to cover any amount by which the travel advance exceeded the total of the claim.

- (d) Any amount by which the claim exceeds the advance shall be reimbursed to the employee following the next Council meeting.

#### **ARTICLE 44**

##### **Professional Development Leave with Pay**

- 44.01 Professional development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering their professional or career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
  - (a) a course given by the Employer;
  - (b) a course offered by a recognized academic institution;
  - (c) a seminar, symposium, convention, workshop or study session in a specialized field directly related to the employee's work;
  - (d) pre-retirement training.
- 44.02 Upon written application by the employee, and with the approval of the Employer, professional development leave with pay may be given for any one of the activities described in Article 44.01.
- 44.03 The employee shall receive no compensation for overtime during time spent on professional development leave under this Article.
- 44.04 Professional development leave is deemed not to be duty travel, but the Employer will make arrangements for reasonable transportation, accommodation, meals and incidental expenses.
- 44.05 Where the Employer requires an employee to take a course the provisions of this Article shall not apply.

#### **ARTICLE 45**

##### **Education Leave**

- 45.01 The Employer may grant leave without pay for up to two (2) years for educational purposes.

#### **ARTICLE 46**

##### **Civil Liability**

- 46.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by them in the performance of their duties, then:



- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against them must advise the Senior Administration 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 or negligence of their duty as an employee.
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel.
- (e) Nothing in this Section will interfere with the right of the Employer to defend itself or the employee.

**ARTICLE 47**  
**Discharge and Discipline**

**Just and Sufficient Cause**

47.01 No employee shall be subject to discharge or discipline except for just and sufficient cause. Prior to discharging or disciplining 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.

**Written Confirmation**

47.02 An employee who is discharged or disciplined shall be provided the reasons, in writing within one (1) working day, for such discharge or discipline in sufficient detail that the employee may defend themselves against it.

**Union Representation**

47.03 Where an employee is required to attend a meeting with the Employer which could result in disciplinary action being taken against the employee or where discipline will be imposed, the employee shall have the right to have a Representative of the Union in attendance. The Employer must advise the employee of their right to be accompanied by their Representative at least one (1) day in advance of said meeting. Where it is not practical for the Representative to attend the meeting in person the Employer shall provide teleconferencing facilities for the meeting.

47.04 The Employer shall notify the local Representative of the Union that such discharge or discipline has occurred or is to occur.

47.05 The Employer agrees that communications between an employee and their Representative are confidential.

#### Disciplinary Record

47.06 The Employer agrees not to introduce as evidence in the case of 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 its filing.

47.07 The record of an employee shall not be used against them at any time after two (2) years following a disciplinary action, provided no additional disciplinary action was imposed within the two (2) year period.

### **ARTICLE 48**

#### **Staffing**

48.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be subject to a personnel selection process of internal job competition. Job advertisements for such vacancies shall be posted for five (5) full working days on all Union bulletin boards. The job posting shall state the position, rate of pay and required qualifications of the job. An employee who wishes to apply on a competition so posted shall do so on or before the advertised closing date.

48.02 Where a vacancy has not been filled upon completion of the internal job competition, the personnel selection process may proceed to an open job competition.

48.03 Seniority shall be the governing factor in determining promotions, demotions, order of lay-off and order of recall, and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job.

(a) Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period or following an appropriate training and probation period of four or six month duration, depending on whether the employee has been transferred or promoted, or newly hired.

(b) Within the probation period as specified in (a) above, the employee may notify the Employer of their desire to revert to their former position. The Employer shall facilitate this request within a reasonable period of time.

#### Credit for Previous Experience

48.04 Where an employee has been employed with the Employer as an indeterminate employee, and the employee, within one year of the employee's termination of employment, is rehired by the Employer into an indeterminate position, the employee shall receive credit for all hours worked with the Employer prior to termination.

48.05 The Employer may grant a greater amount of credit for previous experience than specified in Article 48.04.

Probationary Employees

48.06 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.

48.07 In filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within six (6) weeks of the competition closing date unless there are no successful candidates.

48.08 No employee shall be transferred to a position within or outside the Bargaining Unit without their consent.

48.09 New employees shall not be hired when there are employees on lay-off who are qualified to perform the job.

48.10 Nothing in this Agreement requires the Employer to fill any vacancies.

**ARTICLE 49**  
**Pension and Group Benefit Plans**

49.01 The Northern Employee Benefits Services (NEBS) Pension Plan is a term and condition of employment for all eligible employees.

49.02 The Northern Employee Benefits Services (NEBS) Group Benefit Plan {i.e. Basic Group Life Insurance (3 x annual salary), Accidental Death, Disease & Dismemberment (3 x annual salary), Dependents Insurance, and Long Term Disability (60% non-taxable)} and Short Term Disability (Weekly Indemnity, 60% non-taxable) plan are terms and conditions of employment for all eligible employees.

49.03 The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.

49.04 Employees shall be enrolled in the plans after the successful completion of their initial probation period.

49.05 The Employer shall advise the pension plan and insurance plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, new eligible employees under these plans, and other required data as determined by these plans without delay.

49.06 The Employer agrees to remit all required contributions and premiums for the plans under this Article within a reasonable period, and shall forward all claims under these plans in a timely manner.

- 49.07 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which are intended for distribution to the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.
- 49.08 All issues concerning the pension and insurance plans, including issues of contributions and premiums, and eligibility and entitlement to benefits shall be determined by the benefit plan providers.
- 49.09 Employees who take leave without pay for any reason may elect to remain enrolled in the plans by notifying the Employer of their intention within thirty (30) days of the commencement of the leave and providing the Employer with a cheque in the amount of the employee's portion of the premiums on a monthly basis for the duration of their leave.

**ARTICLE 50**  
**Employee Assistance Program**

- 50.01 An Employee Assistance Program is established and the following provisions apply:
- (a) that alcohol and drug addictions are medical disorders, and
  - (b) that an employee should be encouraged to remedy a disorder due to an addiction, and
  - (c) that benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such a time that they seek to correct this disorder, and
  - (d) that the decision to undertake treatment is the responsibility of the employee, and
  - (e) that the decision to seek treatment will not affect job security, and
  - (f) that matters pertaining to an individual seeking advice or treatment will be strictly confidential.

**ARTICLE 51**  
**Trades and Work Clothing**

Application

- 51.01 The provision of this Article shall apply to all positions in the trades category of the schedule of wages .
- 51.02 Where an employee with a certificate of qualification in one trade performs work in a trade for which they do not possess a certificate, they shall advise the Employer. The Employer shall ensure that the work performed is inspected by a qualified tradesman at the earliest possible date. The Employer will ensure that traditional job titles will be used properly

reflecting the dignity and status of tradesmen; using the trade name in the position title to conform to the journeyman certification required.

#### Wash-up Time

51.03 Labour and Trades employees, Equipment Operations employees, and Equipment Maintenance 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

51.04 The Employer shall provide all clothing and equipment required by the Workers' Safety and Compensation Commission plus the following articles:

- (a) Rubber gloves for water, sewer and garbage employees and swampers;
- (b) Suitable work gloves for mechanics, operators, Foreman, public works employees, apprentices and recreation maintainers;
- (c) Winter coveralls (suitable for arctic operating conditions) for swampers, drivers, mechanics, operators, Foreman, public works employees, recreation maintainers and apprentices;
- (d) Summer coveralls for water, sewer, and garbage employees, mechanics, public works employees, recreation maintainers and bylaw officers;
- (e) Safety glasses and goggles for public works employees and mechanics;
- (f) Uniform Clothing issue to Bylaw workers on initial hire consisting of three (3) shirts, two (2) neckties, insignia, summer and winter jacket.

51.05 The Employer shall replace the articles mentioned in Article 51.04 above when they are presented worn or damaged beyond repair by an employee at no cost to the employee.

51.06 The Employer shall provide suitable on-site laundry facilities and detergents, at no cost to employees, to enable employees to launder their uniform clothing issue.

#### Safety Boots

51.07 The Employer shall provide each maintenance, public works, recreation maintainer, garage and trades employee, including apprentices and municipal workers with a Two Hundred and Seventy-Five Dollar (\$275.00) payment annually for the purchase of safety boots in the form of a reimbursement upon the presentation of receipts.

51.08 Work clothing and protective equipment provided under this Article shall only be used during working hours.

#### Adverse Weather Conditions

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

**ARTICLE 52**  
**Apprentices and Trainees**

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

- (a) The Apprenticeship, Trade and Occupations Certification Act and pursuant Regulations shall apply to all Apprentices 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%

Two Year Training Programs

Year 1	65%
Year 2	80%

One Year Training Programs

Year 1	70%
--------	-----

- (e) Apprentices and trainees shall be entitled to the benefits, terms and conditions of employment contained in the current Agreement while they are working for the Employer, but not while they are attending trade courses. Apprentices attending trade courses shall be placed on leave of absence without pay for the duration of the training course, or when travelling to and from trade courses. During the period

the apprentice is attending the trade course, the apprentice shall receive an allowance of FiveHundred Dollars (\$500) biweekly.

- 52.02 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.

**ARTICLE 53**  
**Tools**

- 53.01 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. In situations where highly specialized tools not normally associated with a Journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees shall be able to purchase these tools and equipment through the Employer at the Employer's cost price.
- 53.02 Upon initial hire, when a Journeyman or Apprentice employee acquires new tools, and upon request of the Employer, Journeyman and Apprentice employees who provide their own tools shall provide a list of those tools to the Employer or add to the employee's existing list of tools with the Employer. Where required the employee shall verify the existence of the tools which the employee has listed. Tool replacement under Article 50.01 shall be limited to those tools that are included on the most recent list the employee provided to the Employer.

**ARTICLE 54**  
**Northern Allowance**

- 54.01 A Northern Allowance shall be paid to all employees in the Bargaining Unit on all regular hours worked, in the following amount:

*Effective April 1, 2022*            \$18,000.00

*Effective April 1, 2023*            \$20,500.00

*Effective April 1, 2024*            \$23,000.00

- 54.02 The Northern Allowance will be paid to employees at an hourly rate calculated by dividing the annual amount of Northern Allowance by 2,080 hours for those employees normally required to work an eight (8) hour day or eighty (80) hours biweekly; and by dividing the Northern Allowance by 1,950 hours for those employees normally required to work a

seven-and-one-half (7 ½) hour day. The appropriate hourly rate shall be applied to all straight time hours worked by an employee in addition to their regular rate of pay.

- 54.03 Notwithstanding Article 54.02 above, an employee may opt to be paid, on April 1 of each year, a lump sum of \$7,500 on March 31 of the subsequent year. The hourly rate paid to employees opting for a lump sum payment shall be calculated by subtracting \$7,500 from the full amount of Northern Allowance and then dividing that amount by 2,080 hours for those employees normally required to work an eight (8) hour day; or by dividing that amount by 1,950 for those employees normally required to work a seven-and-a-half (7 ½) hour day. Casual employees are not entitled to have their Northern Allowance paid as a lump sum.
- 54.04 For the fiscal year 2022-2023, employees may opt to be paid a lump sum on March 31, 2023 in the following manner:
- On October 1, 2022, employees shall inform the Employer of their desire to opt to have up up \$7500.00 paid as a lump sum on March 31, 2023;
  - This sum shall be deducted from the total amount of Northern Allowance owed to the employee, up to \$18,000.00;
  - Northern Allowance for 2022-2013 shall be paid retroactive to April 1, 2022. The amount in combined allowances already earned by the employees shall be deducted from the retroactive pay owed to the employees.
- 54.05 Employees who, as of April 1, 2022, would have been entitled to receive an amount greater than to \$18,000.00 under the combined Vacation Travel Allowance, Housing Allowance and Settlement Allowance shall continue to receive the amount they would have been entitled to receive under the combined allowances until April 1, 2024.
- 54.06 After April 1, 2024, the rate of Northern Allowance shall be adjusted to reflect the rate set for Northern Allowance for employees of the Government of Nunavut in the Hamlet of Kugluktuk. Any adjustment to the amount of Northern Allowance shall be effective as of April 1 following the date the new rate came into effect.

## **ARTICLE 55**

### **Personal Use of Property and Equipment**

- 55.01 Subject to insurance requirements and following obtaining, in advance, the permission of the Senior Administrative Officer, employees shall be allowed to use the property and equipment (except heavy equipment) of the Employer for personal use at no cost. The decision of the Senior Administrative Officer is final and not grievable.



**ARTICLE 56**  
**Casual Employees**

- 56.01 (a) The Employer may hire casual employees for a period not to exceed four (4) months of continuous employment, or to work on a day or days within a department that departmental employees normally hold as a day of rest or Designated Paid Holiday.
- (b) A casual employee who works more than 525 hours (on a day other than days that Departmental employees normally hold as a day of rest or Designated Paid Holiday) within a four (4) month period shall be offered indeterminate employment effective the date of the offer.
- 56.02 The Employer shall not employ a series of casual employees in lieu of establishing a full-time position or filling a vacant position.
- 56.03 (a) A casual employee shall receive six percent (6%) vacation pay based on regular hours worked.
- (b) A casual employee shall receive \$1.50 per hour for all hours worked on Saturdays and Sundays.
- 56.04 Casual employees shall be entitled to all provisions of this Agreement, except:
- (a) Article 15 – Seniority and Probation;
  - (b) Article 19 – Vacation Leave;
  - (c) Article 20 – Special Leave;
  - (d) Article 21 – Sick leave;
  - (e) Article 22 – Pregnancy Leave;
  - (f) Article 23 – Parental Leave;
  - (g) Article 25 – Other Types of Leave;
  - (h) Article 26 – Hours of Work;
  - (i) Article 29 – Reporting Pay;
  - (j) Article 33 – Severance Pay;
  - (k) Article 34 – Lay-off and Job Security;
  - (l) Article 41 – Ultimate Removal Assistance;
  - (m) Article 49 – Pension and Group Benefit Plans
- 56.05 Casual employees are entitled to be paid on a biweekly basis for services rendered at the appropriate pay rates set out in the appendices attached.

**ARTICLE 57**  
**Term Employees**

- 57.01 The Employer may hire term employees for a fixed period in excess of four (4) months. Term employees shall only be hired:
- (a) as leave replacements;
  - (b) holding any position with respect to which the Employer receives funding from a third party;
  - (c) in relation to, or in support of, training; and
  - (d) where no qualified candidate is available to fill a vacant indeterminate position.
- 57.02 Where a term employee is to be hired under Article 58.01(d), the Employer shall advise the Union of the circumstances.
- 57.03 Notwithstanding any other provision of this Agreement, the Employer may hire a term employee as a replacement for an employee who holds Union office for the duration of that leave and any extension thereof.
- 57.04 A term employee shall receive a minimum of two (2) weeks' notice of termination of employment.

**ARTICLE 58**  
**Part-time Employees**

- 58.01 Part-time employees shall be entitled to all provisions of this Agreement on a prorated basis, except:
- (a) Article 49 – eligibility for Pension and Group Benefit Plans determined by the plan providers;
  - (b) Appendix A – progression through each step upon completion of 1,950 or 2,080 hours as appropriate and a satisfactory performance review.
- 58.02 A part-time employee shall be granted leave based on their regularly scheduled hours of work per day.

**ARTICLE 59**  
**Vehicle Plug-in Reimbursement**

- 59.01 An employee who is required to bring an Employer vehicle home between November 1st and April 30th shall be paid a non-taxable allowance of Eight Dollars (\$8.00) per night for those employees not in subsidized social housing, or Two Dollar and Fifty Cents (\$2.50)

per night for those employees in subsidized social housing, and to cover the cost of power for vehicle plug-in.

**ARTICLE 60**  
**Re-opener of Agreement and Mutual Discussions**

Re-opener of Agreement

60.01 This Agreement may be amended by mutual consent.

Mutual Discussions

60.02 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 61**  
**Duration and Renewal**

61.01 The term of this Agreement shall be from April 1, 2020 to March 31, 2025. All provisions of this agreement shall take effect upon the date of ratification, except where another date is specified.

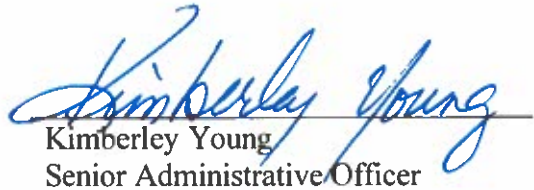
61.02 Notwithstanding Article 61.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 38, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the Canada Labour Code have been met.


61.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the Canada Labour Code.

61.04 Where notice to bargain collectively has been given under Article 62.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the Canada Labour Code have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

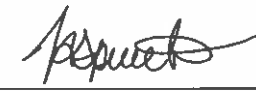
SIGNED at Kugluktuk, Nunavut on April 15, 2024:

**Hamlet of Kugluktuk**


  
Kimberley Young  
Senior Administrative Officer

  
Marie-Pier Leduc  
Negotiator

**Public Service Alliance of Canada**

  
Josée-Anne Spirito  
Regional Executive Vice-President – North  
Public Service Alliance of Canada

  
Nickolas Blais  
Committee Member

  
Shaun Cummins  
Committee Member

  
Gail Lem  
Negotiator

## APPENDIX A

### Hourly Rates of Pay

**Effective April 1, 2020**

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Sept 3</b>	<b>Step 4</b>
Assistant Senior Administrative Officer	\$ 36.70	\$ 37.59	\$ 38.54	\$ 39.53
Director of Finance	\$ 47.95	\$ 49.17	\$ 50.40	\$ 51.63
Finance Officer	\$ 29.54	\$ 30.27	\$ 31.05	\$ 31.81
Finance/Council Clerk	\$ 26.30	\$ 26.96	\$ 27.64	\$ 28.35
Government Liaison Officer	\$ 26.99	\$ 27.65	\$ 28.36	\$ 29.04
Community Centre Liaison Officer	\$ 26.99	\$ 27.65	\$ 28.36	\$ 29.04
Office Clerk Trainee	\$ 22.37	\$ 22.92	\$ 23.50	\$ 24.07
Clerk/Receptionist	\$ 23.12	\$ 23.70	\$ 24.31	\$ 24.92
Manager Community Development	\$ 34.85	\$ 35.72	\$ 36.62	\$ 37.52
Lands Administrator	\$ 29.54	\$ 30.27	\$ 31.05	\$ 31.81
Manager of Transportation & Public Works	\$ 47.95	\$ 49.17	\$ 50.40	\$ 51.63
Mechanic	\$ 33.00	\$ 33.85	\$ 34.66	\$ 35.56
Heavy Equipment Operator	\$ 26.57	\$ 27.23	\$ 27.93	\$ 28.59
Driver	\$ 25.65	\$ 26.29	\$ 26.95	\$ 27.63
Swamper	\$ 21.09	\$ 21.62	\$ 22.15	\$ 22.73
Labourer	\$ 21.09	\$ 21.62	\$ 22.15	\$ 22.73
Airport Maintainer	\$ 30.20	\$ 31.00	\$ 31.76	\$ 32.55
Janitor	\$ 22.87	\$ 23.43	\$ 24.03	\$ 24.61
Wellness Coordinator	\$ 34.85	\$ 35.72	\$ 36.62	\$ 37.52
Youth Coordinator	\$ 29.54	\$ 30.27	\$ 31.05	\$ 31.81
Youth Counsellor	\$ 22.51	\$ 23.07	\$ 23.66	\$ 24.25
Alcohol & Drug Coordinator	\$ 29.54	\$ 30.27	\$ 31.05	\$ 31.81
Alcohol & Drug Counsellor	\$ 22.51	\$ 23.07	\$ 23.66	\$ 24.25
Brighter Futures Coordinator	\$ 29.54	\$ 30.27	\$ 31.05	\$ 31.81
Pre-natal Worker	\$ 22.51	\$ 23.07	\$ 23.66	\$ 24.25
Community Justice Worker	\$ 22.51	\$ 23.07	\$ 23.66	\$ 24.25
Manager of Community Works	\$ 47.95	\$ 49.17	\$ 50.40	\$ 51.63
Building Maintenance Supervisor	\$ 33.00	\$ 33.85	\$ 34.66	\$ 35.56
Municipal Maintenance Operating System Officer	\$ 33.00	\$ 33.85	\$ 34.66	\$ 35.56
Building Maintainer	\$ 30.20	\$ 31.00	\$ 31.76	\$ 32.55
Recreation Coordinator	\$ 29.54	\$ 30.27	\$ 31.05	\$ 31.81

Recreation Facility Maintainer - Level A	\$ 27.30	\$ 27.97	\$ 28.67	\$ 29.39
Recreation Facility Maintainer - Level B	\$ 23.31	\$ 23.91	\$ 24.51	\$ 25.09
Senior Bylaw Officer	\$ 28.17	\$ 28.88	\$ 29.58	\$ 30.35
Bylaw Officer	\$ 26.57	\$ 27.23	\$ 27.93	\$ 28.59
Bylaw Officer Trainee	\$ 22.51	\$ 23.07	\$ 23.66	\$ 24.25
Crisis Centre Coordinator	\$ 31.05	\$ -	\$ -	\$-
Crisis Centre Worker	\$ 21.09	\$ -	\$ -	\$-
Radio Worker	\$ 22.44	\$ -	\$ -	\$-

**EFFECTIVE APRIL 1, 2021**

**Position**

Assistant Senior Administrative Officer	\$ 37.43	\$ 38.34	\$ 39.31	\$ 40.32
Director of Finance	\$ 48.91	\$ 50.15	\$ 51.41	\$ 52.66
Finance Officer	\$ 30.13	\$ 30.88	\$ 31.67	\$ 32.45
Finance/Council Clerk	\$ 26.83	\$ 27.50	\$ 28.19	\$ 28.92
Government Liaison Officer	\$ 27.53	\$ 28.20	\$ 28.93	\$ 29.62
Community Centre Liaison Officer	\$ 27.53	\$ 28.20	\$ 28.93	\$ 29.62
Office Clerk Trainee	\$ 22.82	\$ 23.38	\$ 23.97	\$ 24.55
Clerk/Receptionist	\$ 23.58	\$ 24.17	\$ 24.80	\$ 25.42
Manager Community Development	\$ 35.55	\$ 36.43	\$ 37.35	\$ 38.27
Lands Administrator	\$ 30.13	\$ 30.88	\$ 31.67	\$ 32.45
Manager of Transportation & Public Works	\$ 48.91	\$ 50.15	\$ 51.41	\$ 52.66
Mechanic	\$ 33.66	\$ 34.53	\$ 35.35	\$ 36.27
Heavy Equipment Operator	\$ 27.10	\$ 27.77	\$ 28.49	\$ 29.16
Driver	\$ 26.16	\$ 26.82	\$ 27.49	\$ 28.18
Swamper	\$ 21.51	\$ 22.05	\$ 22.59	\$ 23.18
Labourer	\$ 21.51	\$ 22.05	\$ 22.59	\$ 23.18
Airport Maintainer	\$ 30.80	\$ 31.62	\$ 32.40	\$ 33.20
Janitor	\$ 23.33	\$ 23.90	\$ 24.51	\$ 25.10
Wellness Coordinator	\$ 35.55	\$ 36.43	\$ 37.35	\$ 38.27
Youth Coordinator	\$ 30.13	\$ 30.88	\$ 31.67	\$ 32.45
Youth Counsellor	\$ 22.96	\$ 23.53	\$ 24.13	\$ 24.74
Alcohol & Drug Coordinator	\$ 30.13	\$ 30.88	\$ 31.67	\$ 32.45
Alcohol & Drug Counsellor	\$ 22.96	\$ 23.53	\$ 24.13	\$ 24.74
Brighter Futures Coordinator	\$ 30.13	\$ 30.88	\$ 31.67	\$ 32.45
Pre-natal Worker	\$ 22.96	\$ 23.53	\$ 24.13	\$ 24.74

Community Justice Worker	\$ 22.96	\$ 23.53	\$ 24.13	\$ 24.74
Manager of Community Works	\$ 48.91	\$ 50.15	\$ 51.41	\$ 52.66
Building Maintenance Supervisor	\$ 33.66	\$ 34.53	\$ 35.35	\$ 36.27
Municipal Maintenance Operating System Officer	\$ 33.66	\$ 34.53	\$ 35.35	\$ 36.27
Building Maintainer	\$ 30.80	\$ 31.62	\$ 32.40	\$ 33.20
Recreation Coordinator	\$ 30.13	\$ 30.88	\$ 31.67	\$ 32.45
Recreation Facility Maintainer - Level A	\$ 27.85	\$ 28.53	\$ 29.24	\$ 29.98
Recreation Facility Maintainer - Level B	\$ 23.78	\$ 24.39	\$ 25.00	\$ 25.59
Senior Bylaw Officer	\$ 28.73	\$ 29.46	\$ 30.17	\$ 30.96
Bylaw Officer	\$ 27.10	\$ 27.77	\$ 28.49	\$ 29.16
Bylaw Officer Trainee	\$ 22.96	\$ 23.53	\$ 24.13	\$ 24.74
Crisis Centre Coordinator	\$ 31.67	\$ -	\$ -	\$-
Crisis Centre Worker	\$ 21.51	\$ -	\$ -	\$-
Radio Worker	\$ 22.89	\$ -	\$ -	\$-

**EFFECTIVE APRIL 1, 2022**

**Position**

Assistant Senior Administrative Officer	\$ 38.18	\$ 39.11	\$ 40.10	\$ 41.13
Director of Finance	\$ 49.89	\$ 51.15	\$ 52.44	\$ 53.71
Finance Officer	\$ 30.73	\$ 31.50	\$ 32.30	\$ 33.10
Finance/Council Clerk	\$ 27.37	\$ 28.05	\$ 28.75	\$ 29.50
Government Liaison Officer	\$ 28.08	\$ 28.76	\$ 29.51	\$ 30.21
Community Centre Liaison Officer	\$ 28.08	\$ 28.76	\$ 29.51	\$ 30.21
Office Clerk Trainee	\$ 23.28	\$ 23.85	\$ 24.45	\$ 25.04
Clerk/Receptionist	\$ 24.05	\$ 24.65	\$ 25.30	\$ 25.93
Manager Community Development	\$ 36.26	\$ 37.16	\$ 38.10	\$ 39.04
Lands Administrator	\$ 30.73	\$ 31.50	\$ 32.30	\$ 33.10
Manager of Transportation & Public Works	\$ 49.89	\$ 51.15	\$ 52.44	\$ 53.71
Mechanic	\$ 34.33	\$ 35.22	\$ 36.06	\$ 37.00
Heavy Equipment Operator	\$ 27.64	\$ 28.33	\$ 29.06	\$ 29.74
Driver	\$ 26.68	\$ 27.36	\$ 28.04	\$ 28.74
Swamper	\$ 21.94	\$ 22.49	\$ 23.04	\$ 23.64
Labourer	\$ 21.94	\$ 22.49	\$ 23.04	\$ 23.64
Airport Maintainer	\$ 31.42	\$ 32.25	\$ 33.05	\$ 33.86
Janitor	\$ 23.80	\$ 24.38	\$ 25.00	\$ 25.60
Wellness Coordinator	\$ 36.26	\$ 37.16	\$ 38.10	\$ 39.04

Youth Coordinator	\$ 30.73	\$ 31.50	\$ 32.30	\$ 33.10
Youth Counsellor	\$ 23.42	\$ 24.00	\$ 24.61	\$ 25.23
Alcohol & Drug Coordinator	\$ 30.73	\$ 31.50	\$ 32.30	\$ 33.10
Alcohol & Drug Counsellor	\$ 23.42	\$ 24.00	\$ 24.61	\$ 25.23
Brighter Futures Coordinator	\$ 30.73	\$ 31.50	\$ 32.30	\$ 33.10
Pre-natal Worker	\$ 23.42	\$ 24.00	\$ 24.61	\$ 25.23
Community Justice Worker	\$ 23.42	\$ 24.00	\$ 24.61	\$ 25.23
Manager of Community Works	\$ 49.89	\$ 51.15	\$ 52.44	\$ 53.71
Building Maintenance Supervisor	\$ 34.33	\$ 35.22	\$ 36.06	\$ 37.00
Municipal Maintenance Operating System Officer	\$ 34.33	\$ 35.22	\$ 36.06	\$ 37.00
Building Maintainer	\$ 31.42	\$ 32.25	\$ 33.05	\$ 33.86
Recreation Coordinator	\$ 30.73	\$ 31.50	\$ 32.30	\$ 33.10
Recreation Facility Maintainer - Level A	\$ 28.41	\$ 29.10	\$ 29.82	\$ 30.58
Recreation Facility Maintainer - Level B	\$ 24.26	\$ 24.88	\$ 25.50	\$ 26.10
Senior Bylaw Officer	\$ 29.30	\$ 30.05	\$ 30.77	\$ 31.58
Bylaw Officer	\$ 27.64	\$ 28.33	\$ 29.06	\$ 29.74
Bylaw Officer Trainee	\$ 23.42	\$ 24.00	\$ 24.61	\$ 25.23
Crisis Centre Coordinator	\$ 32.30	\$ -	\$ -	\$-
Crisis Centre Worker	\$ 21.94	\$ -	\$ -	\$-
Radio Worker	\$ 23.35	\$ -	\$ -	\$-

**EFFECTIVE APRIL 1, 2023**

**Position**

Assistant Senior Administrative Officer	\$ 38.94	\$ 39.89	\$ 40.90	\$ 41.95
Director of Finance	\$ 50.89	\$ 52.17	\$ 53.49	\$ 54.78
Finance Officer	\$ 31.34	\$ 32.13	\$ 32.95	\$ 33.76
Finance/Council Clerk	\$ 27.92	\$ 28.61	\$ 29.33	\$ 30.09
Government Liaison Officer	\$ 28.64	\$ 29.34	\$ 30.10	\$ 30.81
Community Centre Liaison Officer	\$ 28.64	\$ 29.34	\$ 30.10	\$ 30.81
Office Clerk Trainee	\$ 23.75	\$ 24.33	\$ 24.94	\$ 25.54
Clerk/Receptionist	\$ 24.53	\$ 25.14	\$ 25.81	\$ 26.45
Manager Community Development	\$ 36.99	\$ 37.90	\$ 38.86	\$ 39.82
Lands Administrator	\$ 31.34	\$ 32.13	\$ 32.95	\$ 33.76
Manager of Transportation & Public Works	\$ 50.89	\$ 52.17	\$ 53.49	\$ 54.78
Mechanic	\$ 35.02	\$ 35.92	\$ 36.78	\$ 37.74
Heavy Equipment Operator	\$ 28.19	\$ 28.90	\$ 29.64	\$ 30.33
Driver	\$ 27.21	\$ 27.91	\$ 28.60	\$ 29.31



Swamper	\$ 22.38	\$ 22.94	\$ 23.50	\$ 24.11
Labourer	\$ 22.38	\$ 22.94	\$ 23.50	\$ 24.11
Airport Maintainer	\$ 32.05	\$ 32.90	\$ 33.71	\$ 34.54
Janitor	\$ 24.28	\$ 24.87	\$ 25.50	\$ 26.11
Wellness Coordinator	\$ 36.99	\$ 37.90	\$ 38.86	\$ 39.82
Youth Coordinator	\$ 31.34	\$ 32.13	\$ 32.95	\$ 33.76
Youth Counsellor	\$ 23.89	\$ 24.48	\$ 25.10	\$ 25.73
Alcohol & Drug Coordinator	\$ 31.34	\$ 32.13	\$ 32.95	\$ 33.76
Alcohol & Drug Counsellor	\$ 23.89	\$ 24.48	\$ 25.10	\$ 25.73
Brighter Futures Coordinator	\$ 31.34	\$ 32.13	\$ 32.95	\$ 33.76
Pre-natal Worker	\$ 23.89	\$ 24.48	\$ 25.10	\$ 25.73
Community Justice Worker	\$ 23.89	\$ 24.48	\$ 25.10	\$ 25.73
Manager of Community Works	\$ 50.89	\$ 52.17	\$ 53.49	\$ 54.78
Building Maintenance Supervisor	\$ 35.02	\$ 35.92	\$ 36.78	\$ 37.74
Municipal Maintenance Operating System Officer	\$ 35.02	\$ 35.92	\$ 36.78	\$ 37.74
Building Maintainer	\$ 32.05	\$ 32.90	\$ 33.71	\$ 34.54
Recreation Coordinator	\$ 31.34	\$ 32.13	\$ 32.95	\$ 33.76
Recreation Facility Maintainer - Level A	\$ 28.98	\$ 29.68	\$ 30.42	\$ 31.19
Recreation Facility Maintainer - Level B	\$ 24.75	\$ 25.38	\$ 26.01	\$ 26.62
Senior Bylaw Officer	\$ 29.89	\$ 30.65	\$ 31.39	\$ 32.21
Bylaw Officer	\$ 28.19	\$ 28.90	\$ 29.64	\$ 30.33
Bylaw Officer Trainee	\$ 23.89	\$ 24.48	\$ 25.10	\$ 25.73
Crisis Centre Coordinator	\$ 32.95	\$ -	\$ -	\$-
Crisis Centre Worker	\$ 22.38	\$ -	\$ -	\$-
Radio Worker	\$ 23.82	\$ -	\$ -	\$-

**EFFECTIVE APRIL 1, 2024**

**Position**

Assistant Senior Administrative Officer	\$ 38.94	\$ 39.89	\$ 40.90	\$ 41.95
Director of Finance	\$ 50.89	\$ 52.17	\$ 53.49	\$ 54.78
Finance Officer	\$ 31.34	\$ 32.13	\$ 32.95	\$ 33.76
Finance/Council Clerk	\$ 27.92	\$ 28.61	\$ 29.33	\$ 30.09
Government Liaison Officer	\$ 28.64	\$ 29.34	\$ 30.10	\$ 30.81
Community Centre Liaison Officer	\$ 28.64	\$ 29.34	\$ 30.10	\$ 30.81
Office Clerk Trainee	\$ 23.75	\$ 24.33	\$ 24.94	\$ 25.54
Clerk/Receptionist	\$ 24.53	\$ 25.14	\$ 25.81	\$ 26.45
Manager Community Development	\$ 36.99	\$ 37.90	\$ 38.86	\$ 39.82
Lands Administrator	\$ 31.34	\$ 32.13	\$ 32.95	\$ 33.76

Manager of Transportation & Public Works	\$ 50.89	\$ 52.17	\$ 53.49	\$ 54.78
Mechanic	\$ 35.02	\$ 35.92	\$ 36.78	\$ 37.74
Heavy Equipment Operator	\$ 28.19	\$ 28.90	\$ 29.64	\$ 30.33
Driver	\$ 27.21	\$ 27.91	\$ 28.60	\$ 29.31
Swamper	\$ 22.38	\$ 22.94	\$ 23.50	\$ 24.11
Labourer	\$ 22.38	\$ 22.94	\$ 23.50	\$ 24.11
Airport Maintainer	\$ 32.05	\$ 32.90	\$ 33.71	\$ 34.54
Janitor	\$ 24.28	\$ 24.87	\$ 25.50	\$ 26.11
Wellness Coordinator	\$ 36.99	\$ 37.90	\$ 38.86	\$ 39.82
Youth Coordinator	\$ 31.34	\$ 32.13	\$ 32.95	\$ 33.76
Youth Counsellor	\$ 23.89	\$ 24.48	\$ 25.10	\$ 25.73
Alcohol & Drug Coordinator	\$ 31.34	\$ 32.13	\$ 32.95	\$ 33.76
Alcohol & Drug Counsellor	\$ 23.89	\$ 24.48	\$ 25.10	\$ 25.73
Brighter Futures Coordinator	\$ 31.34	\$ 32.13	\$ 32.95	\$ 33.76
Pre-natal Worker	\$ 23.89	\$ 24.48	\$ 25.10	\$ 25.73
Community Justice Worker	\$ 23.89	\$ 24.48	\$ 25.10	\$ 25.73
Manager of Community Works	\$ 50.89	\$ 52.17	\$ 53.49	\$ 54.78
Building Maintenance Supervisor	\$ 35.02	\$ 35.92	\$ 36.78	\$ 37.74
Municipal Maintenance Operating System Officer	\$ 35.02	\$ 35.92	\$ 36.78	\$ 37.74
Building Maintainer	\$ 32.05	\$ 32.90	\$ 33.71	\$ 34.54
Recreation Coordinator	\$ 31.34	\$ 32.13	\$ 32.95	\$ 33.76
Recreation Facility Maintainer - Level A	\$ 28.98	\$ 29.68	\$ 30.42	\$ 31.19
Recreation Facility Maintainer - Level B	\$ 24.75	\$ 25.38	\$ 26.01	\$ 26.62
Senior Bylaw Officer	\$ 29.89	\$ 30.65	\$ 31.39	\$ 32.21
Bylaw Officer	\$ 28.19	\$ 28.90	\$ 29.64	\$ 30.33
Bylaw Officer Trainee	\$ 23.89	\$ 24.48	\$ 25.10	\$ 25.73
Crisis Centre Coordinator	\$ 32.95	\$ -	\$ -	\$-
Crisis Centre Worker	\$ 22.38	\$ -	\$ -	\$-
Radio Worker	\$ 23.82	\$ -	\$ -	\$-

### Pay Note 1

Where the Employer designates a municipal services employee as a lead hand the employee shall be paid a lead hand differential of \$.50 per hour for all hours worked as a lead hand.

### Pay Note 2

Present incumbents only who are paid a rate of pay greater than Step 4 of this pay grid shall receive the negotiated economic increases to rates of pay.

**LETTER OF UNDERSTANDING**

Between:

**PUBLIC SERVICE ALLIANCE OF CANADA**

- and -

**HAMLET OF KUGLUKTUK**

Re: Overtime for Casual Employees

The parties agree that casual employees shall be entitled to overtime pay only for hours worked in excess of ten (10) hours per day or as provided for by the terms of an extended hours permit obtained by the Employer pursuant to the *Labour Standards Act*.

## **LETTER OF UNDERSTANDING**

Between:

**PUBLIC SERVICE ALLIANCE OF CANADA**

- and -

**HAMLET OF KUGLUKTUK**

### Re: Third Party Funded Programs

The parties recognize that during the life of the Agreement "third party" funding levels, their reduction or elimination, may affect the Employer's staffing requirement, hours of work and/or wages and benefits payable.

Therefore the parties agree that where a funding level impedes the Employer's ability to continue such employment, the parties will meet to discuss options with a view to retaining such employment.

The Employer and the Union may jointly agree to set wages, benefit levels or any other terms or conditions of employment, if so required, which differ from those described in the Agreement. Such agreement will form a Memorandum of Understanding and be incorporated into the Agreement.

Nothing in this memorandum supersedes the rights of the Employer to cancel any such program.

**LETTER OF UNDERSTANDING**

Between:

**PUBLIC SERVICE ALLIANCE OF CANADA**

- and -

**HAMLET OF KUGLUKTUK**

Re: Negotiations for Future Shift Work

If the Employer determines that it is necessary to implement shifts in the future, the parties will negotiate the terms of an article to provide for shift work. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the issue to the Union, the Employer may implement the shifts and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of implementation of the shifts.

**LETTER OF UNDERSTANDING –**

**Revision of Positions and Job Descriptions**

**WHEREAS THE UNION** is concerned that job descriptions for the listed classifications do not accurately reflect the duties discharged by the bargaining unit members;

**AND WHEREAS THE EMPLOYER** acknowledges that the date on which job descriptions for the listed classifications were last revised or updated is unknown;

**AND WHEREAS IT IS** in the best interests of both parties and the Employees that the job descriptions and rate of pay accurately reflect the duties required of each employee in their classification;

**THE PARTIES AGREE THAT:**

1. The Employer will undertake a review of the job descriptions for each classification listed in Appendix A of the Agreement within 6 months of ratification of the Agreement;
2. This review may be conducted by the Employer itself or through a specialized consultant;
3. The Employer will ensure that the review of the job descriptions for each classification is conducted in collaboration with the members of the bargaining unit. Members will be interviewed with regards to their current job description.
4. Prior to the review being undertaken, the Employer will hold a meeting with the membership to explain the review process and how the membership will be involved.
5. At the end of this review, the Employer shall provide the Union with a list of classifications which need to be revised, or added to the bargaining unit in accordance with Article 37.