

# COLLECTIVE AGREEMENT

between

**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
(as represented by Nunavut Employees Union)

and

**THE HAMLET OF BAKER LAKE**

Effective: April 1, 2003  
Expires: March 31, 2006

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## ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is 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.

## ARTICLE 2 - INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:

- (a) "Abandonment of Position" occurs when an employee has not reported for work, and no one has notified the Employer, for a period of five (5) consecutive working days. Employees who have abandoned their position shall be discharged.
- (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 the regular remuneration payable for the performance of the duties of **his** position.
- (e) "Bargaining Unit" means all employees of the Hamlet of Baker Lake, Nunavut, excluding the forepersons, chief and members of the fire brigade, senior administrative officer, assistant senior administrative officer, Hamlet secretary and casual employees who do not work on a regular basis, as amended by the Canada Industrial Relations Board on October 1, 1999.
- (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, publicly represented that person to be his spouse, and lives and intends to continue to live with that spouse **as** if that **person** were his spouse.
- (g) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment.
- (h) "Continuous Employment" means:
  - (i) with reference to reappointment of a layoff his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
  - (ii) where an employee ceases to **be** employed for a reason other than **dismissal** or abandonment of position and is re-employed within a period of three months, **his** periods of employment for purposes of **sick** leave, vacation leave and travel benefits shall **be** considered **as** continuous employment with the Hamlet.
- (i) "Day" means working day or regularly scheduled daily hours of work

- (j) "Day of rest" means a day other than a holiday on which the employee is not ordinarily required to perform the duties of his position, other than by reason of his being on leave of absence,
- (k) "Demotion" means the appointment of **an** employee, for reasons of misconduct, incompetence or incapacity, to another position for which the maximum pay is less than that of **his** former position.
- (l) "Dependent" means a person residing with the employee, who is the employee's spouse, including common-law, child, stepchild, adopted child who is under nineteen (19) years of age and dependent on **him** for support, or under twenty-one (21) years of age and in full time attendance at an educational institution, or being nineteen (19) years of age or more and dependent upon **him** by reason of mental or physical infirmity or any other relative of the employees' household who is wholly dependent upon **him** for support by reason of mental or physical infirmity.
- (m) "Employee" means a person employed by the Hamlet, who is a member of the bargaining unit and includes:
  - (i) "Full-time employee", means a person employed on a continuing basis and who works the standard work day, week or month for **an** indeterminate period.
  - (ii) "Part-time employee" means a person employed on a continuing basis, but less than a standard work day, week or month for an indeterminate period. Full-time hours of work for short periods of time shall not change the status of such employee to a "full-time employee."
  - (iii) "Seasonal employee" means a person employed continuously for a minimum of *six* (6) months in work, which is not continuous through out the year, but re-occurs in successive years.
- (n) "Employer" means the Hamlet Council of Baker Lake.
- (o) "Fiscal year" means the period of time from April 1, in one year to March 31, in the following year.
- (p) "Grievance" means a complaint in writing that is processed through the grievance procedure.
- (q) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement.
- (r) "Leave of absence" means absence from duty with the Employer's permission.
- (s) "Manager" means the Senior Administrative Officer.
- (t) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the bargaining unit, and shall not include any initiation fee, insurance premium or any other levy.
- (u) "Probation" means a period of one (1) year from the day upon which an employee is first hired by the Hamlet or a period of *six* (6) months after an employee has been transferred or promoted from within the Hamlet. If an employee does not successfully complete his probationary period on transfer or promotion, the Employer will make every reasonable effort to place **him** in a position comparable to the one from which he was transferred or promoted.

- (v) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.
- (w) "Rates of Pay" shall be as per Appendix "A" of this Collective Agreement.
- (x) "Representative" means an employee who has been elected or appointed as a Shop Steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (y) "Seniority" means length of continuous service with the Employer.
- (z) "Service" means employment with the Hamlet, which is uninterrupted except for periods of less than the (3) months for medical or educational reasons. Seasonal employees shall accumulate all periods of employment.
- (aa) "Supervisor" means the one in charge of a working unit of a department and includes any person designated to act in his stead.
- (bb) "Transfer" means the appointment of an employee to another position, that does not constitute a promotion or demotion.
- (cc) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Sunday and terminate at midnight on Saturday.
- (dd) "Union" means the Public Service Alliance of Canada, as represented by its agent the Nunavut Employees Union. The union was certified as bargaining agent on December 20, 1999.

- 2.02 Where the masculine gender is used, it shall be considered to include the feminine gender, unless any provision of this Agreement otherwise specifies.
- 2.03 "May" shall be regarded as permissive and "shall" and "will" as imperative.
- 2.04 Except as otherwise provided in this Agreement, expressions used in this Agreement if defined in the Canada Labour Code or in the Regulations made thereunder, have the same meaning as given to them in the Code or Regulations.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining unit.
- Discrimination
- 3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, national or ethnic origin, political or religious affiliation, nor by reason of union membership or activity.

3.03 **An** Affirmative Action program jointly agreed to by the Labour/Management Committee will not be deemed to be discriminatory.

3.04 The Employer will advise prospective employees that the Hamlet is a unionized work place.

#### **ARTICLE 4 - APPLICATION**

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

4.02 The Employer and the Union shall equally share the cost of printing and distributing this Collective Agreement. The Union shall facilitate the printing and distribution.

4.03 Part-time employees shall be entitled to **all** benefits provided under the Agreement, which they may be eligible for in the same proportion **as** their weekly hours of work compare to the standard work week.

#### **ARTICLE 5 - STRIKES AND LOCKOUTS**

5.01 During the life of the Agreement there shall be no lockout by the Employer and no interruption or impeding of work, workstoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 The Union acknowledges that all management rights and prerogatives **are** vested exclusively with the Employer, except **as** may be otherwise specifically provided for in this Agreement, and without limiting the generality of the foregoing, it is the exclusive function of the Employer

(a) to determine and establish standards and procedures in the operation of the Hamlet;

(b) to maintain order, discipline and efficiency and, in connection therewith, to establish and enforce rules and regulations;

(c) to plan, direct, *organize* and control the work of the employees and the operations of the Hamlet. This includes the introduction of new and improved methods, facilities and equipment, and to control the amount of supervision necessary and work schedules;

(d) to direct employees, including **hiring**, transfer, *lay-off*, recall, promotion, demotion, classification **and** assignments of duties, and to suspend, discharge, or otherwise discipline employees for just cause.

#### **ARTICLE 7 - EMPLOYER DIRECTIVES**

7.01 The Employer shall provide the Union with a copy of all personnel directives.

#### **ARTICLE 8 - UNION ACCESS TO EMPLOYER PREMISES**

8.01 Upon reasonable notification, the Employer shall permit access to its work premises of **an** accredited representative of the Union.

## **ARTICLE 9 - APPOINTMENT OF REPRESENTATIVES**

- 9.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will confirm the appointments in writing within a reasonable period.

## **ARTICLE 10 - TIME OFF FOR UNION BUSINESS**

### Arbitration Hearings

- 10.01 The Employer shall grant leave with pay to an employee, who during his regular hours of work is called as a witness in an arbitration hearing, for the time required to give his testimony.
- 10.02 The Employer shall grant leave with pay to an employee who is the grievant in an arbitration hearing, where said employee's attendance at the hearing is during his normal hours of work
- 10.03 Where an employee and his representative are involved in the process of his grievance, they shall be granted reasonable time off to discuss the grievance.

### Contract Negotiations Meeting

- 10.04 Where operational requirements permit, the Employer will grant leave with pay for the (3) employees for the purpose of attending contract negotiations, during their regular working hours, on behalf of the Union for the duration of such negotiations

### Preparatory Contract Negotiations Meetings

- 10.05 Where operational requirements permit, the Employer will grant leave without pay for employees to attend preparatory negotiations meetings
- 10.06 Where operational circumstances permit, the Employer will grant reasonable leave without pay for one employee to attend executive council meetings and conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the Northern Territories Federation of Labour, or to participate in conferences and hearings established by Government where the subject matter is of interest to organized labour.

### Representatives Training Course

- 10.07 Where operational circumstances permit, the Employer will grant reasonable leave without pay to employees who have been appointed as representatives on behalf of the Union to undertake training related to the duties of a representative.

### Time off for Representatives

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

#### Full-time Union Position

- 10.10 Employees elected to a full-time paid position in the Union shall 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 Collective Agreement.
- 10.11 The benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.
- 10.12 Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 10.13 Upon termination of their leave of absence such employees shall be offered as a minimum the position they held with the Employer before they commenced the leave of absence. When such employees wish to invoke this clause of the Collective Agreement they shall provide the Employer with a three month notice of their intent to do so.
- 10.14 Notwithstanding clause 10.13, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should such employees bid on a competition and be the successful candidate.

#### ARTICLE 11 - CHECK OFF

- 11.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 11.02 The Union shall inform the Employer in writing of the Membership Fees to be checked off for each employee within the Bargaining Unit thirty (30) days prior to implementation.
- 11.03 For the purpose of applying clause 11.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 11.04 From the date of signing and for the duration of this Agreement, 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.
- 11.05 The amounts deducted in accordance with clause 11.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1 by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 11.06 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.
- 11.07 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation.



11.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

## ARTICLE 12 - INFORMATION

12.01 The Employer agrees to provide the Union on a quarterly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, address, job classification, social insurance number and employment status of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.

12.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is, in the view of the Employer, within or outside of the Bargaining Unit.

12.03 The Employer shall provide each employee with a copy of the Collective Agreement.

12.04 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon his appointment.

12.05 The Employer shall have the Collective Agreement translated into the local dialect of Inuktitut within six (6) months of the Employer receiving the English version of the Collective Agreement. The Employer will provide an Inuktitut version of the Collective Agreement to any employee who requests an Inuktitut version. In case of a dispute, the English version of the Collective Agreement shall govern.

12.06 The Union shall pay the costs of printing all copies of the Collective Agreement.

## ARTICLE 13 - SENIORITY

13.01 Seniority shall be applied on a Bargaining Unit wide basis.

13.02 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 twelve (12) months.

13.03 An employee shall lose his seniority and his employment shall be terminated in the following circumstances:

- (a) if he is discharged for just cause;
- (b) if he resigns;
- (c) if he abandons his position;
- (d) if he is on lay-off for more than twelve (12) months; and
- (e) if, following lay-off, he fails to return to work in accordance with Article 36.06.

**ARTICLE 14 - PROVISION OF BULLETIN BOARD SPACE & OTHER FACILITIES**

- 14.01 The Employer shall provide appropriate space for approved bulletin boards should the Union wish to install same for posting information to employees and for placement of bulk quantities of literature of the Union.
- 14.02 The Employer will pass on to an employee any **mail** from the Union addressed to that employee.
- 14.03 The Employer shall, if available, provide a suitable meeting room to be used from time to time for conducting business related to the **Bargaining Unit**

**ARTICLE 15 - DESIGNATED PAID HOLIDAYS**

Designated Paid Holidays

- 15.01 The following days **are** Designated Paid Holidays for employees covered by this Collective Agreement:
- (a) New ~~Year's~~ Day
  - (b) Good Friday
  - (c) Easter Monday
  - (d) The day fixed by proclamation of the Governor in Council for the celebration of the birthday of the Sovereign;
  - (e) Canada Day;
  - (f) Nunavut Day – July 9
  - (g) The first Monday in August;
  - (h) Labour Day;
  - (i) Thanksgiving Day
  - (j) Remembrance Day
  - (k) Christmas Day
  - (l) Boxing Day.
  - (m) A paid holiday shall also be granted to **all** employees on any holiday proclaimed by the Government of Canada, the Commissioner of the Nunavut, by motion of the Hamlet Council (e.g. Nunavut Claim Settlement Day; Hamlet Day, etc.)

(n) The employees shall be off duty at 1200 noon on Christmas Eve and New Years Eve.

15.02 No employee is entitled to be paid in respect of a Designated Paid Holiday, where:

- (a) he has not worked for the Employer a total of thirty (30) days during the preceding twelve (12) months;
- (b) he did not report to work on that day after having been called to work on that day or
- (c) without the consent of the Employer, he has not reported for work on either his last regular working day preceding, or his first working day following, the Designated Paid Holiday.

Holiday Falling on a Day of Rest

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

15.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of clause 15.03:

- (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.

15.05 Where the Employer requires an employee to work on a Designated Paid Holiday, he shall be paid in addition to the pay that he would have received had he not worked on the Designated Paid Holiday

- (a) One and one-half (1 ½ ) times the hourly rate for all hours worked.
- (b) An employee who is required to work on a Designated Paid Holiday shall have the option of being paid for said work or having it applied to his overtime bank, as provided in Article 22 of this Agreement.

15.06 Part-time employees shall be eligible for Designated Paid Holidays as provided herein. However, they shall receive payment for said Designated Paid Holidays based on their average daily straight-time hours worked over their period of employment with the Employer, or over the previous eight (8) week period, whichever is the lesser (i.e. the employee's straight-time hours worked in the eight (8) week period prior to the Designated Paid Holiday shall be totaled and first divided by eight (8) and the resulting quotient is then divided by five (5), which provides the average daily hours to be applied to the employee's hourly rate of pay to obtain his entitlement).

15.07 At the request of an employee and where operational requirements permit an employee shall not be scheduled to work both Christmas and New Year's Day. An employee shall not have such a request denied in two (2) consecutive years.

## ARTICLE 16 - LEAVE - GENERAL

- 16.01 When an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated by disability or death, the employee shall be considered to have earned that amount of leave with pay granted to him.
- 16.02 During the month of **April** in each year, the Employer shall **inform** each employee in the **Bargaining** Unit in writing of the balance of **his** special, sick and vacation leave credits **as** of the 31st day of March.
- 16.03 When the Employer rejects an employees application for leave, the detailed reasons for the rejection shall be provided to the employee in writing forthwith.
- 16.04 An employee who is on leave of absence without pay is not entitled to receive any pay, benefits or allowances for the period of leave without pay, unless this Agreement specifically provides otherwise.

## ARTICLE 17 - VACATION LEAVE

### Accumulation of Vacation Leave

- 17.01 For each month of a fiscal year in which a full-time employee receives ten (10) days' pay, he shall earn vacation leave at the following rate:
- (a) One and one-quarter (1 ¼) days each month until the month in which the anniversary of the second (2nd) year of continuous employment is completed.
  - (b) One **and** two-thirds (1 2/3) days each month commencing in the month after completion of **two (2)** years of continuous employment.
  - (c) Two and one-twelfth (2 1/12) days each month commencing in the month after completion of fifteen (15) years of continuous employment.
  - (d) Two and one-half (2 ½) days each month commencing in the month after completion of twenty-three (23) years of continuous employment.
- 17.02 Other employees shall receive ~~six~~ (6) percent of their straight time earnings until completion of their second (2nd) year of continuous employment; eight (8) percent of their straight time earnings after completion of two (2) years of continuous employment; and ~~ten~~ (10) percent of their straight time earnings after completion of fifteen (15) years of continuous employment.

### Granting of Vacation Leave

- 17.03 In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (b) not recall **an** employee to duty after he has proceeded on vacation leave;

- (c) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
- (d) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements, when so requested by the employee;
- (e) grant employees their vacation leave preference and, where two (2) or more employees express a preference for the same period of vacation leave seniority will prevail;

17.04 Where the operational requirements of the service are such that an employee is not permitted to take his vacation leave during the months of June to September inclusive in one (1) fiscal year, special consideration will be given to his being granted his vacation leave during the months of June to September in the next fiscal year, which may include giving him preference over employees with more seniority.

Carry-over Provisions

- 17.05 Employees are not permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of
- 17.06 Where in respect of any period of vacation leave, an employee is granted special leave or sick leave, 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 re-instated for use at a later date.

Leave When Employment Terminates

- 17.07 Where an employee dies or otherwise terminates his employment, the employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment.
- 17.08 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 17.05. If after reasonable efforts, the Employer is unable to locate the employee within six (6) months of termination, his entitlement shall lapse.
- 17.09 Due to emergency operational requirements the Employer may alter an employee's vacation period after it has been approved. In this event, the employee will report, within a reasonable amount of time, any cost which he will incur as a result of the cancellation of his vacation (i.e. non-refundable airline tickets, etc.) and the Employer will reimburse the employee for said costs.
- 17.10 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expense, that he incurs:
  - (a) in proceeding to his place of duty
  - (b) in respect of any non-refundable deposits or prearrangements associated with his vacation;

(c) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;  
after submitting such accounts as are normally required by the Manager.

17.11 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 17.09 to be reimbursed for reasonable expenses incurred by him.

#### Vacation Travel Assistance

17.12 All employees and dependants over the age of two (2) on vacation leave shall be entitled to a cash payment of \$1275, to a maximum of \$7000 per employee, once each fiscal year. This payment shall be made for the previous fiscal year. Effective April 1, 2004, the amount of \$1275 shall increase to \$1600.

17.13 New employees shall receive a payment prorated on the basis of the proportion of the employee's month(s) of service compared to the full year.

17.14 Employees whose employment is terminated shall receive a payment prorated on the basis of the proportion of the employee's months(s) of service compared to the full year.

### ARTICLE 18 - SPECIAL LEAVE

18.01 An employee shall earn special leave credits up to a maximum of ten (10) days at the rate of one day for each calendar month in which he received pay for at least ten (10) days.

18.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

18.03 The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days when there is a death in the immediate family.

18.04 The Manager shall grant special leave earned with pay for a period of one (1) working day when an employee is to be married.

18.05 Where a member of the immediate family becomes ill (not including child birth) and the employee is required to make arrangements for the care of his dependents the Manager will grant special leave with pay for up to five (5) days.

18.06 Where a member of the immediate family residing outside Baker Lake becomes seriously ill, the Manager will grant special leave with pay up to five (5) days.

18.07 The Manager may grant special leave on grounds other than those provided in clauses (1) through (4) to a full-time employee, where he is satisfied that said employee has a legitimate reason requiring his absence from work

- 18.08 The Manager may grant special leave, to a **maximum** of five (5) days, for serious community emergencies, where the employee is required to render assistance.
- 18.09 The Manager may grant special leave, to a maximum of five (5) days where special circumstances not directly attributable to the employee prevent **his** reporting to duty, including:
- (a) serious household or domestic emergencies;
  - (b) extreme weather conditions or delay of the **aircraft** if the employee makes every reasonable effort to report for duty.
- 18.10 The Manager may grant special leave of up to one day in the event of the death of the employee's son in law, daughter in law, brother in law, sister in law, uncle, niece, nephew.
- 18.11 The Manager shall grant special leave for employees involved in official search-and-rescue mission or to employees searching for immediate family members who **are** missing.
- 18.12 Special leave in excess of five (5) consecutive working days for the purpose enumerated in clause 18.02 may only be granted with the Manager's approval.

#### Advance of Credits

- 18.13 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 Manager be granted, subject to the deduction of such advance leave from special leave credits subsequently earned.

#### Birth/Adoption

- 18.14 An employee shall be granted special leave with pay up to a maximum of one (1) working day on occasion of the birth of **his** child. An employee shall be granted special leave with pay up to a **maximum** of one (1) working day on the occasion of the adoption of a child. This leave may be divided into **two** parts and taken on separate day;. Under special circumstances, the Manager may extend this period to a maximum of three (3) working day;.

#### Casual Leave

- 18.15 An employee shall be granted casual leave with pay to a maximum of two (2) hours for the employee to attend or to escort a dependent to **an** appointment with a doctor, dentist, lawyer, or school authority during work hours.

#### Other Casual Leave

- 18.16 The Manager may grant an employee casual leave for other purposes of a special or unusual nature.

#### Quarantine

- 18.17 Employees shall be granted special leave with pay for time lost through quarantine when the employee provides the Manager with a medical certificate to that effect.

### Elections

- 18.18 All employees shall be allowed four (4) hours to vote in Federal elections and three (3) hours to vote in Municipal and Territorial elections with no loss in pay (e.g. if the polls close at 8:00 p.m. all employees will leave work at 4:00 p.m. for Federal elections, and 5:00 p.m. for Municipal and Territorial elections.)
- 18.19 The provisions of this Article shall not apply to an employee who is on leave of absence without pay and under suspension, or on lay-off.

## **ARTICLE 19 - SICK LEAVE**

### Credits

- 19.01 **An** employee shall earn sick leave credits at the rate of one and one quarter (1 ¼) days for each calendar month for which he receives pay for at least ten (10) days, to a maximum of eighty-five (85) days.
- 19.02 Subject to (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when his absence on account of illness is less than one-half (½) day and the employee has been on duty for at least three (3) hours.
- (b) Where the **period** of absence on account of illness is at least one-half (½) day but less than a full day, one-half (½) day shall only be charged **as** sick leave.
- 19.03 Unless otherwise informed by the Manager, an employee must **sign** a statement describing the nature of **his** illness or injury and stating that because of this illness or **injury** he was unable to perform **his** duties.
- 19.04 The Employer may require the employee to produce a certificate from **a** qualified medical practitioner certifying that said employee is unable to carry out **his** duties due to illness or to certify that the employee is able to return to work
- 19.05 **An** employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension, or on lay-off.
- 19.06 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 a leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain any unused sick leave existing at the time of layoff or commencement of leave without pay.
- 19.07 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Manager, he shall be granted sick leave in advance to a limit of fifteen (15) 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.



Injury on Duty Leave

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

Wellness Reward

19.09 An employee who does not use any sick leave credits for any period of **six** (6) months shall be entitled to one (1) day of leave with pay. This benefit can not be taken in cash.

Transportation to a Medical Center Travel Time

19.10 Every employee who is proceeding to a medical center shall be granted charged with special leave (or if the employee has no special leave, with sick leave) for the lesser of three (3) days or the actual time taken to travel from **his** post to a medical center and return.

**ARTICLE 20 - OTHER TYPES OF LEAVE**

Court Leave

20.01 Leave of absence with pay shall be given to an employee, other than an employee on leave of absence without pay or under suspension or on lay-off who is required:

- (a) to serve on a jury and the jury selection process; or
- (b) by subpoena or summons to attend **as** a witness in any proceeding held:
  - (i) in or under the authority of a court or justice or before **a** grand jury;
  - (ii) before a court, judge, justice, magistrate, or coroner;
  - (iii) before the Senate or House of Commons of Canada, or a Committee of the Senate or House of **Commons** , otherwise than in the performance of the duties of **his** position;
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Maternity Leave without Pay

20.02 (1) An employee who has twelve (12) months of continuous service and becomes pregnant shall notify the Employer at least fifteen (15) week prior to the expected date of the termination of her pregnancy and, subject to Section (2) of this Clause, shall, eleven (11) week before the expected date of the termination of her pregnancy be granted leave without pay for a single period totaling not more than **thirty seven (37) weeks** and ending not later than **twenty-six (26) weeks** after the date of the termination of her pregnancy.

- (2) The Employer may
- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than twenty-six (26) week after the date of the termination of her pregnancy,
  - (b) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
  - (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy
- however in no event shall the period of maternity leave without pay exceed thirty seven (37) weeks.
- (3) Leave granted under this Clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay.
- (4) When a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

Parental Leave without Pay

- 20.03 (1) Where an employee has twelve (12) months of continuous service and has or will have the actual care and custody of his/her newborn child; or where an employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee’s care and custody.
- (2) Parental leave granted by the Employer shall be counted for the calculation of continuous employment for the purpose of calculating severance pay.
- (3) Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- (4) Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both employees combined.
- (5) Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave shall not exceed a total of fifty-two (52) weeks.

Maternity Leave Allowance

- 20.03 After completion of **six** (6) months continuous employment **as** a full-time employee, an employee who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance benefits shall be paid a maternity leave allowance.
- 20.04 **An** applicant under clause 20.04 shall sign an agreement with the Employer providing:
- (a) that she **will** return to work and remain in the Employer's employ for a period of at least **six** (6) months after her return to work;
  - (b) that she **will** return to **work** on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- 20.05 Should the employee fail to return to work **as** per the provision of clause 20.05, the employee recognizes that she is indebted to the Employer for the amount received **as** maternity leave allowance.
- 20.06 In respect of the period of maternity leave, payments made **will** be a maximum of seventeen (17) week payment equivalent to ninety-three percent (93%) of her weekly rate of pay.
- 20.07 The Employer shall not reduce, or increase wages, or other monies normally owing to the employee solely because the employee is participating in the above plan.
- 20.08 The employee shall not receive more than ninety-three percent (93%) of their regular wages while participating in the above plan.
- 20.09 Further, when a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of the fetus, the Employer **will** either change those working conditions where that is reasonable within **his** operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.
- 20.10 The employee has no vested right to the allowance except for supplementation of Employment Insurance benefits **as** provided in this Article.
- 20.11 Payments in respect of any other remuneration or severance pay benefits **are** not reduced or increased by payments received under this Article.

Injury-on-duty Leave

- 20.12 **An** employee shall be granted injury-on-duty leave with pay for such reasonable period **as** may be determined by the Manager where it is determined by the Workers' Compensation **Board** that he is unable to perform **his** duties because of:
- (a) personal injury accidentally received in the performance of **his** duties and not caused by the employee's willful misconduct; or
  - (b) sickness resulting from the nature of his employment; or

(c) over-exposure to radio activity or other hazardous conditions in the course of **his** employment,

If the employee agrees to pay the Employer **any** amount received by **him** from the Workers' Compensation Board for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure.

20.13 Where an employee is injured on duty and a claim is made to the Compensation Board, the employee shall use his sick leave credits while awaiting the decision of the Compensation Board. If the injury is not compensable there shall be no return of sick leave credits used by the employee. If the injury is compensable the Employer shall credit the employee with the sick leave credits used upon the assignment of Compensation Benefits to the Employer.

Leave Without Pay for Personal Reasons

20.14 An employee may apply to the Manager for personal leave without pay. He shall make **his** application in writing, stating the reasons for the leave, the length of the leave and the date upon which he wishes to commence such leave. The Employer shall review the employee's application and either approve or deny said application within a reasonable period of time.

**ARTICLE 21 - HOURS OF WORK**

21.01 **The** normal hours of work for Trades and Labour employees shall be eight (8) hours per day, within a nine (9) hour period, five (5) days per week **The** normal hours of work for **all** other employees shall be seven and one-half (7 ½) hours per day, within an eight and one-half (8 ½) hour period, five (5) days per week

21.02 Notwithstanding Article 21.01, hours of work for Airport Observer/Communicators shall be mutually agreed to between those employees and the Employer.

21.03 Employees shall be entitled to **two** (2) rest periods of fifteen (15) minutes duration on or about the midpoint of the first and second half of their shift. During the months of December to February the outside workers shall receive a rest period of twenty (20) minute duration.

21.04 An unpaid meal period of one (1) hour's duration shall be scheduled as close to the midpoint of the **shift** as possible.

21.05 The regular hours set forth in this Article do not represent any guarantee of minimum hours of work for employees.

21.06 In the event that **an** employee is unable to take **his** meal period or rest period(s) due to operational requirements, the meal period or rest period(s) will be taken at a later time. If an employee is unable to reschedule the meal period or rest period(s), he may either leave work early in the amount of time missed, or claim overtime for that amount of time at the appropriate overtime rate.

**ARTICLE 22 - OVERTIME**

22.01 In this Article:

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

(b) "straight-time rate" means the hourly rate of pay;

(c) "time and one-half" means one and one-half (1 ½) times the straight-time rate.

22.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him subject to a minimum payment of one-half (½) hour at the overtime rate when:

(a) the overtime work is authorized in advance by the Employer, or

(b) the employee does not control the duration of the overtime work

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

#### Allocation of Overtime

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

(a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;

(b) to give employees who are required to work overtime reasonable advance notice of this requirement.

22.05 Overtime shall be paid at a rate of time and one-half (1 ½)

22.06 An employee upon his request shall have any overtime, which he has worked, banked at the overtime rate by the Employer as compensatory leave to a maximum of five (5) days. This bank may be drawn upon by the employee as paid leave to be taken at a time mutually agreeable to the Employer and the employee. As leave is used and the bank is reduced, the employee may bank additional overtime worked to the above mentioned maximum.

## **ARTICLE 23 - PAY**

### Classification and Pay

23.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Appendix "A" attached.

23.02 Employees are eligible to progress from level to level within the employee's classification in Appendix "A", to the maximum level of the classification. Progression to a higher level within the classification shall be based on merit. Employees shall be evaluated for progression on the employee's anniversary date.

### Payday

23.03 Employees shall be paid on every second Wednesday at 12:00. Should the payday be a designated holiday, then the cheques will be released on the day immediately preceding the holiday.

23.04 Employees who are away from the worksite during pay afternoons without permission will be severely disciplined.

- 23.05 Employees who are entitled to overtime compensation or allowances in addition to their regular pay shall normally receive such compensation and allowances in the pay period in which it was earned, but in any event shall receive such compensation or allowances on the following payday.
- 23.06 When overtime compensation is paid, the paystatement shall indicate the pay periods, rate of overtime and number of overtime hours.
- 23.07 Allowances are paid on an hourly basis for all regular hours worked. Nothing in this Agreement constitutes a guarantee that any employee will receive any amount of allowances in a year.

Acting Pay

- 23.08 When an employee is required by the Employer in writing to perform the duties of a higher classification level on an acting basis, he shall be paid acting pay calculated as follows:
- (a) for a position covered by this Agreement, the employee shall be paid at step one of that position from the date on which he commenced to act; and
  - (b) for a position not covered by this Agreement, if the employee occupies that position for a period of three (3) days or greater, the employee shall be paid an additional 10% over the employee's regular salary;
- for all hours worked by the employee while in the acting position.

Salary Increases

- 23.09 The Employer agrees to pay the negotiated **salary** increases to every employee not later than the second 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.
- 23.10 The Employer agrees to pay any retroactive remuneration, which has been agreed to and set forth in this Agreement not later than three (3) months following the month in which the Agreement is signed.
- 23.11 Retroactive pay shall be issued on a separate cheque.

Pay Recovery

- 23.12 Where an employee has received more than his/her proper entitlement to wages or benefits or retroactive membership dues **are** necessary, no continuing employee shall be subject to such deduction in excess of twenty (20%) of the net earnings per period.

**ARTICLE 24 - REPORTING PAY AND STANDBY**

Reporting Pay

- 24.01 If an employee reports to work on his regular shift and there is insufficient or no work available, the employee shall receive four (4) hours pay at the employee's straight time rate.

Call Back

24.02 If an employee is:

- (a) directed to report to work outside of **his** regularly scheduled hours of work; or
- (b) recalled to a place of work for a specific duty;

the employee shall be paid the greater of compensation at the overtime rate for all hours worked or four (4) hour's pay at the employee's straight time rate.

24.03 If an employee is directed to report for work on a day of rest or a designated paid holiday, the employee shall be paid the greater of compensation at the overtime rate or four (4) hours pay at the employee's overtime rate.

Standby

24.04 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of seven dollars (\$7.00) for each eight (8) consecutive hours or portion thereof that he is on standby, except on days of rest and designated paid holidays. For each **period** of standby on a day of rest or a designated paid holiday, he shall be paid eight dollars and fifty cents (\$8.50) for each eight (8) hours or portion thereof that he is required to be on standby status.

24.05 An employee scheduled by the Employer for standby duty shall be available during **his** period of standby at a **known** telephone number and be available to return for duty as quickly as possible if called. In scheduling employees for standby the Employer shall provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required to perform that work.

24.06 No standby payment shall be granted to an employee who is unable to report for duty when required.

24.07 **An** employee on standby who is required to report for work shall be paid, in addition to standby pay, the appropriate amount pursuant to clause 24.02, provided that the employee shall only be paid the minimum payment of four (4) hours pay at the straight time rate once during each standby payment of eight (8) consecutive hours or portion thereof.

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

24.09 Standby shall be identified on the employee's pay stub.

24.10 One of the Employer's trucks shall be parked after hours and overnight at the standby employee's residence.

**ARTICLE 25 - JOB DESCRIPTION**

25.01 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 written Job Description of the position to which he is assigned.

25.02 Upon written request, an employee shall be entitled to a complete and current Job Description of his position, including the position's classification level.

### **ARTICLE 26 - CLASSIFICATION**

26.01 During the term of this Agreement, if a new or revised job classification is required by the Employer, the Employer **will** implement the new job classification with an assigned payrange. In the event that the Union does not agree with the pay range assigned to said job classification, it shall have the right to negotiate this with the Employer and, if the results of said negotiation do not resolve the issue, the Union shall within sixty (60) days of being informed of the new classification have the right to grieve under the provisions of Article 30, "Adjustment of Disputes."

26.02 Cases of proven unwanted personal harassment, sexual harassment or abuse of authority by a person employed by the Employer is considered a disciplinary infraction and will be dealt with as such. Reasonable exercise of management duties is not an abuse of authority.

### **ARTICLE 27 - VACANCIES, JOB POSTINGS, PROMOTIONS AND TRANSFERS**

27.01 All vacant positions coming within the scope of this Agreement, which **are** required to be filled shall be posted for seven (7) days. The job posting shall state the job classification, **rate** of pay, shift and required qualifications for the job. **An** employee who wishes to apply for a position so posted shall do so on or before the closing date **as** advertised on the posting.

27.02 In **making** selections, promotions and appointments where the required qualifications, skills and abilities of an applicant demonstrably exceed those of more senior applicants, that applicant may be awarded the position. Otherwise, the senior qualified applicant shall be awarded the position.

27.03 Upon completion of a competition and a candidate has been offered and accepted a position, the Employer will then notify all other candidates, by letter, of the winner of the competition. Should any of the candidates have any queries **as** to why they did not receive the position, they may contact the Employer who **will** then answer any questions regarding that particular candidate's performance.

27.04 If an employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority accumulated up to the date of leaving the Unit, but **will** not accumulate further seniority. Such employee shall have the right to return to a position in the Bargaining Unit consistent with his seniority accumulated up to the date of transfer outside the Unit.

### **ARTICLE 28 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

28.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss, then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to **his** performance appraisal and may use the grievance procedure in Article 30 to correct any alleged factual inaccuracies in his performance appraisal.



- 28.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state **his** career development goals.
- 28.03 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated or have input from another person who has so observed the employee.
- 28.04 The Employer agrees not to introduce **as** evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within a reasonable period thereafter.
- 28.05 Upon written request of an employee, the Personnel file of that employee shall be made available for **his** examination at reasonable times in the presence of an authorized representative of the Employer.
- 28.06 Only one file per employee for the purpose of performance evaluation and discipline shall exist.
- 28.07 Any document or written statement related to disciplinary action which may have been placed on the Personnel file of an employee, shall be destroyed after *two (2) years* have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

### **ARTICLE 29 - HARASSMENT**

- 29.01 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 29.02 Sexual harassment is defined **as** any conduct, gesture or contact of a sexual nature that:
- (a) is likely to cause offence or humiliation; or
  - (b) that might, on reasonable grounds, be perceived by an employee **as** placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 29.03 A grievance under this Article may be initiated at any step of the grievance procedure. A grievance under this Article will be handled with all possible confidentiality and dispatch.
- 29.04 Cases of proven unwanted personal harassment, sexual harassment or abuse of authority by a person employed by the Employer is considered a disciplinary infraction and will be dealt with **as** such. Reasonable exercise of management duties is not an abuse of authority.

### **ARTICLE 30 - ADJUSTMENT OF DISPUTES**

- 30.01 Any disciplinary action or difference concerning the interpretation, application, operation or alleged violation of this Agreement, including any question **as** to whether or not the difference is arbitrable, shall be settled in accordance with the following procedures.

### Representation

- 30.02 The Union shall have the right to file grievances on behalf of its members and to consult with the Employer with respect to a grievance at any level of the grievance procedure.
- 30.03 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 30.04 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

### Procedure

- 30.05 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level (foreperson or first level management);
  - (b) Second Level (Senior Administrative Officer);
  - (c) Third Level (Hamlet Council or Committee of Council);
  - (d) Final Level (Arbitration).
- 30.06 The Labour/Management Committee will have ten (10) working days to attempt to resolve the matter prior to it being referred to Arbitration;
- 30.07 An employee or the Union shall initiate a written grievance stating what clause or clauses of the Agreement are alleged to have been violated and the remedy required.
- 30.08 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.

### Time Limits

- 30.09 A grievance must be initiated not later than fifteen (15) working days after the date on which the employee or the Union first became aware, or should have become aware, of the action or circumstances giving rise to the grievance.
- 30.10 The Employer shall reply in writing to a grievance within fifteen (15) working days at level 1, within fifteen (15) working days at level 2 and within fifteen (15) working days at level 3 of the grievance procedure.
- 30.11 If the Employer does not reply to or resolve the grievance within the prescribed time limit, the employee or the Union may advance the grievance to the next level of the grievance procedure, within fifteen (15) working days.
- 30.12 If Hamlet Council or a Committee of Council has not responded to or resolved the grievance within the prescribed time limit, the Union may refer the matter to arbitration.

30.13 The parties may mutually agree to extend any of the above time limits. If a grievance is not filed or addressed within the prescribed time limits the grievance shall be considered to be abandoned and may not be filed or advanced.

#### Dismissal

30.14 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee, the grievance procedure shall apply, except that the grievance may be presented at the second level of the grievance procedure.

#### Arbitration

30.15 The parties agree that any arbitration arising out of this Agreement shall be heard by a single arbitrator to be mutually agreed upon by the parties.

30.16 If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party received notification of a wish to proceed to arbitration, then the Federal Minister of Labour shall be asked to appoint an arbitrator. This appointment shall be accepted by both parties.

30.17 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.

30.18 The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any employee affected by it.

30.19 The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute within three (3) months of the hearing.

30.20 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.

30.21 The Employer and the Union shall each pay one-half (½) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses for every such arbitration.

30.22 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 thirty (30) calendar days from the date of the receipt of the decision or the date provided in the decision for compliance, whichever is later, make an application to the Nunavut Court of Justice to enforce the terms of the decision.

### **ARTICLE 31 - SUSPENSION AND DISCIPLINE**

31.01 The Employer shall have the right to suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall examine several factors such as the seriousness of the offence, the employee's length of service, and other relevant mitigating factors.

- 31.02 When employees **are** to be suspended or discharged the Employer shall notify the employee in writing of the reasons for such suspension or discharge.
- 31.03 The Employer shall notify the local representative of the Union that such suspension or discharge has occurred or is to occur.
- 31.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees shall be given sufficient notice that they **are** entitled to have a representative of the Union attend the meeting.

### **ARTICLE 32 - LABOUR/MANAGEMENT COMMITTEE**

- 32.01 **A** Labour/Management Committee **will** be formed to consult and reach agreement on matters of mutual interest.
- 32.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 32.03 The Committee **will** meet at anytime at the request of either party, but in any event **will** meet at least once every three (3) months.

### **ARTICLE 33 - SAFETY AND HEALTH**

#### First Aid Training

- 33.01 The Employer **will** encourage employees to take first aid courses and **will** assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training in Baker Lake shall be paid straight time pay for the hours in attendance at said training.

#### Protective Clothing

- 33.02 Items of protective clothing and/or safety equipment which the Workers' Compensation Act requires the Employer to provide to designated occupational groups shall be provided by the Employer to employees in such groups.

#### Provision of Legislation or Employer's Policies

- 33.03 The Employer shall make available to Employees **an** updated copy of the *Safety Act* and regulations. The Employer shall make available to airport employees with a copy of the *Canada Labour Code Part II*.

### **ARTICLE 34 - CIVIL LIABILITY**

- 34.01 If **an** action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by him in the performance of **his** duties:
- (a) the employee, upon being served with any **legal** process, or upon receipt of any action or proceeding **as** hereinbefore referred to, being commenced against him, shall advise the Employer 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, provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee, and/or;
- (c) the Employer shall pay or ensure it is paid by another agency any sum required to be paid by such employee in connection with the settlement of any claim made against such employee, provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee. The employee shall not enter into any settlement agreement without the express written authority of the Employer and if he does enter into such settlement agreement without proper authorization he agrees to waive any rights provided to him under this Article.
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

### **ARTICLE 35 - COOLING OFF PERIOD - 2 WORKING DAYS**

- 35.01 An employee who wilfully terminated his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within two (2) working days, excluding the day of the incident. This provision shall apply only once per employee in each calendar year.

### **ARTICLE 36 - LAY-OFF AND JOB SECURITY**

- 36.01 Lay-offs will be made when necessary on the basis of the reverse order of seniority and qualifications within the affected classification (i.e. employees with the least seniority within the classification will be laid off first providing those remaining have the qualifications to perform the work.)
- 36.02 A person ceases to be a lay-off if he is not appointed to a position within twelve (12) months from the date on which he became a lay-off.
- 36.03 Before an employee is laid off he shall be given written notice of not less than:
- (a) two (2) weeks, if the employee has been employed by the Employer for less than three (3) years, and
  - (b) an additional week for each additional year of employment, to a maximum of eight (8) weeks.
  - (c) The above notice shall not apply where the employee is temporarily laid off from work
- 36.04 Recall from lay-off shall be made on the basis of seniority and qualifications (i.e. the senior employee who has the required qualifications for the job, will be recalled first.)
- 36.05 The Employer shall give notice of recall personally or by registered mail.
- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.

(b) Where notice of recall is given by registered mail, notice is deemed to be given three (3) days from the date of mailing.

36.06 The employee shall return to work within seven (7) calendar days of receipt of notice of recall, unless, on reasonable grounds he is unable to do so.

### **ARTICLE 37 - APPRENTICES**

37.01 The following are agreed upon terms and conditions of employment for employees engaged as apprentices.

(a) The Apprentices, Trades and Occupational Certification Act and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to the apprentice upon appointment.

(b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprentices, Trades and Occupational 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:

4-year training programs:

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

3-year training programs:

year 1	60%
year 2	70%
year 3	80%

2-year training programs:

year 1	65%
year 2	80%

1-year training programs:

year 1	70%
--------	-----

(e) Apprentices shall be entitled to the benefits and terms and conditions of employment of this Agreement while they are working for the Employer.

(f) Where an apprentice fails after two (2) attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of the Apprenticeship Board to cancel his contract and the apprentice may be terminated.

- (g) Upon successful completion of the Apprenticeship Program, the Employer ~~will~~ make every reasonable effort to provide the apprentice with a permanent full-time position in the area of ~~his~~ trade. All time spent ~~as~~ an apprentice shall count toward service.

## ARTICLE 38 - TRADES

38.01 The provision of this Article shall apply to all positions in the Labour and Trades classifications.

### Wash-up Time

38.02 Labour and Trades employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each workday. 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

38.03 The Employer ~~will~~ provide and replace ~~as~~ required the following items of protective clothing:

(a) Parka and wind pants (or thermal coveralls)

- generally any employee whose job requires prolonged or frequent exposure to extreme temperature and dirty working conditions.
- specifically any labourers, arena workers, dog catchers, and mechanics

(b) Safety and outdoor boots

- any employee **required** to wear safety footwear or who is exposed to prolonged or frequent exposure to weather will receive one hundred dollars (\$100.00) per fiscal year toward the purchase of footwear.

(c) (i) Winter waterproof insulated gloves

- Labourers, dog catchers

(ii) Winter insulated gloves

- arena staff, mechanics

(d) Summer gloves

- all Labourers, less frequent number of pairs to operators and mechanics

(e) Rain suits

- Labourers

### Tools

38.04 When ~~an~~ employee wishes to purchase hand tools to perform his/her duties the Employer agrees to purchase, to a limit of two hundred dollars (\$200.00), the hand tools for the employee and then deduct from the employee's wages, over a period of time to be mutually agreed upon, the price of the hand tools paid by the Employer.

38.05 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. If the employee is using the tools away from the Employer worksite, the replacement costs **will** be pro-rated according to the division of time where the tools are used else where. Any dispute will be resolved by the Labour/Management Committee.

### **ARTICLE 39 - BENEFIT PLANS**

39.01 Full-time employees shall be eligible to receive the following benefits as provided by Northern Employees Benefit Services (NEBS):

Life Insurance;

NEBS RRSP plan;

Long Term Disability

Accidental Death and Dismemberment Insurance.

39.02 Eligibility of employees, benefits provided and cost of premiums for employees and the Employer shall be determined by NEBS. RRSP contributions shall be 3.5% of regular salary by employees and shall be matched by the Employer.

### **ARTICLE 40 - HOUSING ALLOWANCE**

#### **Housing**

40.01 Full-time employees residing in privately owned housing or renting a dwelling, the rent of which is unsubsidized shall receive a housing allowance of four hundred and fifty dollars (\$450.00) per month.

40.02 Housing allowance shall be divided by 2080 for employees whose normal hours of work are a maximum of eight (8) hours, and 1950 hours for employees whose normal hours are a maximum of seven and one-half (7 ½) hours. These hourly rates shall be applied to all straight time hours worked by employees.

40.03 Housing allowance shall be only given to one person per household where two or more members of a household work for the Employer, or where a member of the household receives this subsidy through another employer.

### **ARTICLE 41 - SETTLEMENT ALLOWANCE**

41.01 The Employer shall pay each employee a settlement allowance based on six thousand four hundred dollars (\$6,800.00) per annum, which shall be divided by 2080 for employees whose normal hours of work are eight (8) hours per day resulting in three dollars and twenty-seven cents (\$3.27) per hour, and by 1950 hours for employees whose normal hours of work are seven and one-half (7 ½) hours per day resulting in three dollars and forty-nine cents (\$3.49) per hour. These hourly rates shall be applied to all straight time hours worked by employees.



## **ARTICLE 42 - WEATHER CONDITIONS**

- 42.01 When employees report to work but **are** unable to perform their duties due to weather conditions and are thereby not required to work, they shall be paid their full days pay.
- 42.02 Where weather conditions **are** such that an employee is unable to report for work **as** a result of adverse weather conditions, he shall be paid **as** if he had worked, to a **maximum** of three (3) days. Should adverse weather conditions persist for more than three (3) days, the employees absences **will** be charged against **his** special leave credits.

If adverse weather conditions clear up during an employees normal hours of work, the employee shall report for duty and continue working, at straight time rates, until the earlier of their normal hours of work are completed or 8:00 p.m.

### Emergency Conditions

- 42.03 Except in emergency conditions, the employees shall not be required to work under adverse weather conditions.
- 42.04 An employee required to work in an emergency under extreme adverse weather conditions **will** be paid at time and a half (1 ½) for all hours worked outside under these conditions.
- 42.05 Adverse weather conditions occur when all Government of Nunavut facilities in Baker Lake **are** closed.

## **ARTICLE 43 - TECHNOLOGICAL CHANGE**

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

## **ARTICLE 44 - SECURITY OF AGREEMENT**

### Future Legislation

- 44.01 In the event that any law passed by Parliament or 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 the request of either party and negotiations shall commence with a view to finding an appropriate substitute of equal value for the annulled or altered provision

Conflict of Provisions

- 44.02 Where there is any conflict between the provision 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.

**ARTICLE 45 - OUTSIDE EMPLOYMENT**

Employment Outside Regularly Scheduled Hours of Duty

- 45.01 Where an employee wishes to carry on any business or employment outside **his** regularly scheduled hours of duty he shall notify the Employer in writing of the nature of such business or employment and shall not commence such business or employment without the consent of the Employer. The employee shall interpret no written notice within ten (10) working days as consent.
- 45.02 When the Employer does not consent to an employee's engagement in business or employment outside his regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission and recourse to the grievance procedure may be taken.
- 45.03 Employees **are** prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and his outside interests;
  - (b) and certain knowledge and information available only to Employer personnel place the individual in a position where he can exploit the knowledge or information for personal **gain**.

**ARTICLE 46 - SOCIAL JUSTICE FUND**

- 46.01 The Employer shall contribute one (1) cent per regular hour worked to the PSAC Social Justice Fund and such contribution shall be made for all regular hours worked by each employee in the **Bargaining** Unit. Contributions to the Fund will be made quarterly (or annually), and such contributions shall be remitted to the PSAC National Office.
- 46.02 It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the PSAC Social Justice Fund Charter.
- 46.03 The Employer shall not be required to make any payments to the Union under this Article until the Union has provided the Employer with a copy of the PSAC Social Justice Charter.

**ARTICLE 47 - RE-OPENER OF AGREEMENT**

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

## ARTICLE 48 - DURATION AND RENEWAL

48.01 The term of this Agreement shall be from April 1, 2003 until March 31, 2006.

All provisions of this Agreement shall take effect upon date of ratification of this Agreement, except where a different date is specified. The pay schedules in Appendix "A" shall apply from the dates set out in each schedule.

48.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 30, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective, or until the requirements of section 89 of the Canada Labour Code, ~~Part~~ I, have been met.

48.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.

APPENDIX 'A' - RATES OF PAY

Effective April 1, 2003.

Trades and Labour	1	2	3	4	5
Heavy Equipment Mechanic	23.53	24.65	25.82	27.04	28.32
<del>Airport</del> Observer/Communicator	19.46	20.25	21.31	22.30	23.35
HEO - Airport Maintainer	19.46	20.25	21.31	22.30	23.35
Municipal Truck Driver	17.76	18.25	19.45	20.34	21.29
Municipal Worker	14.16	14.80	15.47	16.17	16.92
Custodial Worker	11.22	11.72	12.24	12.78	13.35
Arena Manager/Maintainer	17.74	18.89	19.75	20.68	21.65
Asst. Arena Manager/Maintainer	14.23	15.09	15.78	16.50	17.25
Maintenance	22.68	23.39	24.13	24.88	25.57
Trades Helper	12.53				
Office and Clerical	1	2	3	4	5
Clerk I	18.09	18.92	19.80	20.72	21.69
Clerk II	20.55	21.08	21.69	22.31	22.97
By-Law Officer	14.17	14.81	15.48	16.18	16.92
Lands Officer	17.15	17.92	18.75	19.61	20.53
Economic Development Officer	21.02	21.81	22.63	23.49	24.41
Community Liaison Officer	16.66	17.43	18.23	19.09	21.00
Recreation Coordinator	18.89	19.75	20.68	21.65	22.66
Alcohol & Drug Coordinator	17.63				
Alcohol & Drug Worker	12.24				
Income Support Worker	22.14	22.87	24.00	24.72	25.49
Steven Nieto	24.46				

## APPENDIX 'A' - RATES OF PAY

Effective April 1, 2004.

<b>Trades and Labour</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Heavy Equipment Mechanic	24.18	25.33	26.53	27.78	29.10
<del>Airport</del> Observer/Communicator	19.99	20.81	21.90	22.91	23.99
HEO - Airport Maintainer	19.99	20.81	21.90	22.91	23.99
Municipal Truck Driver	18.25	18.75	19.98	20.90	21.87
Municipal Worker	14.55	15.21	15.89	16.61	17.38
Custodial Worker	11.53	12.04	12.58	13.13	13.72
Arena Manager/Maintainer	18.23	19.41	20.29	21.25	22.24
Asst. Arena Manager/Maintainer	14.62	15.50	16.21	16.95	17.72
Maintenance	23.30	24.03	24.79	25.56	26.27
Trades Helper	12.87				
<b>Office and Clerical</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Clerk I	18.59	19.44	20.34	21.29	22.29
Clerk II	21.11	21.66	22.29	22.92	23.60
By-Law Officer	14.56	15.22	15.91	16.62	17.38
Lands Officer	17.62	18.41	19.27	20.15	21.09
Economic Development Officer	21.60	22.41	23.25	24.14	25.08
Community Liaison Officer	17.12	17.91	18.73	19.61	21.58
Recreation Coordinator	19.41	20.29	21.25	22.24	23.28
Alcohol & Drug Coordinator	18.11				
Alcohol & Drug Worker	12.58				
Income Support Worker	22.75	23.50	24.66	25.40	26.19
Steven Niego	25.13				

## APPENDIX 'A' - RATES OF PAY

Effective April 1, 2005.

<b>Trades and Labour</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Heavy Equipment Mechanic	24.78	25.96	27.19	28.47	29.83
Airport Observer/Communicator	20.49	21.33	22.45	23.48	24.59
HEO • Airport Maintainer	20.49	21.33	22.45	23.48	24.59
Municipal Truck Driver	18.71	19.22	20.48	21.42	22.42
Municipal Worker	14.91	15.59	16.29	17.02	17.81
Custodial Worker	11.82	12.34	12.89	13.46	14.06
Arena Manager/Maintainer	18.69	19.89	20.80	21.78	22.80
Asst. Arena Manager/Maintainer	14.99	15.89	16.61	17.37	18.16
Maintenance	23.88	24.63	25.41	26.20	26.93
Trades Helper	13.19				
<b>Office and Clerical</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
clerk I	19.05	19.93	20.85	21.82	22.85
clerk II	21.64	22.20	22.85	23.49	24.19
By-Law Officer	14.92	15.60	16.31	17.04	17.81
Lands Officer	18.06	18.87	19.75	20.65	21.62
Economic Development Officer	22.14	22.97	23.83	24.74	25.71
<b>Community</b> Liaison Officer	17.55	18.36	19.20	20.10	22.12
Recreation Coordinator	19.89	20.80	21.78	22.80	23.86
Alcohol & Drug Coordinator	18.56				
Alcohol & Drug Worker	12.89				
Income Support Worker	23.32	24.09	25.28	26.04	26.84
Steven Niego	25.76				

**LETTER OF UNDERSTANDING**

**between**

THE NUNAVUT EMPLOYEES UNION

and


THE HAMLET OF BAKER LAKE

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1. The Employer and the Union shall explore the possibility of electronic banking.

Signed on this 7 day of MAY, 2004.

**On Behalf of the Public Service  
Alliance of Canada**

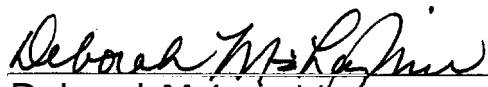


Jean Francois Des Lauriers  
REVP North  
Public Service Alliance of Canada

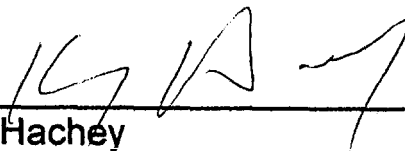
**On Behalf of the Hamlet of  
Baker Lake**



Glenn Tait  
Negotiator  
Hamlet of Baker Lake



Deborah McLaughlin  
Negotiator - PSAC



Ken Hachey  
Negotiating Team Member



Basil Quinangnaq  
Negotiating Team Member



Frank Tootoo  
Negotiating Team Member



Timothy Tunguaq  
Negotiating Team Member

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