

COLLECTIVE AGREEMENT
BETWEEN
THE HAMLET OF RANKIN INLET
AND
NUNAVUT EMPLOYEES UNION
FROM: APRIL 1, 1997
TO: MARCH 31, 2000

SOURCE			
SPR.			
TERM.			
No. OF EMPLOYEES			
NOMBRE D'EMPLOYES			

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ARTICLE 1

PURPOSE OF AGREEMENT

1.01 The Purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees, and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions Effecting 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 the well-being and increase the productivity of the employees to the end that the Hamlet 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) "Absent without leave (AWOL)" means absence from duty without the Employer's permission.

(b) "Alliance" means the Public Service Alliance of Canada.

(c) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.

(d) "Bargaining Unit" means all employees of the Employer except By-Law Officers, Hamlet Foreman, Airport Manager, Secretary/Manager (Senior Administrative Officer), and Casual Employees.

(e) "Casual Employee" means a person employed by the Employer for work of a temporary nature.

(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 their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.

(g) (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer;

(ii) with reference to re-appointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment.

(h) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his 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 his 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 (19) years of age and dependent of him/her for support or being nineteen (19) years of age or more and dependant upon him/her by reason of full-time attendance at an educational institution or mental or physical infirmity or any other relative of

the employee's household who is wholly dependent upon him/her for support by reason of mental or physical infirmity.

(k) "Discretionary Leave" means a day-off determined by the employee, and approved by Management. The discretionary leave may be taken in half day units and are not cumulative, and means only one (1) day discretionary leave per fiscal year.

(l) "Employee" means a member of the bargaining unit.

(m) "Employer" means the Hamlet of Rankin Inlet.

(n) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.

(o) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure.

(p) "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.

(q) "Lay-Off" means an employee whose employment has been terminated because of lack of work or lack of funding.

(r) "Leave of Absence" means absence from duty with the Employer's permission.

(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, or insurance premium.

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

(u) "Probation" means a period of six (6) months from the day upon which **an** employee is first appointed or a period of thirty (30) days after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion or by mutual agreement, the Employer shall appoint him to a position comparable to the one which he was transferred or promoted from.

(v) "Point of Departure" means: Winnipeg

(w) "Probation" means a period of **six** (6) months from the day upon which an employee is first appointed or a period of thirty (30) days after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion, or by mutual agreement, the Employer shall appoint him to a position comparable to the one which he was transferred or promoted from.

(x) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.

(y) "Rates of Pay"

(i) "weekly rate of pay" means an employee's annual salary divided by 52.176;

(ii) "daily rate of pay" means an employee's weekly rate of pay divided by five **(5)**;

(iii) "hourly rate of pay" means an employee's daily rate of pay divided by his regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for his part-time employment.

(z) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.

(aa) "Seniority" means length of continuous service with the Employer.

(bb) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.

(cc) "Union" means the Public Service Alliance of Canada as represented by its agent Nunavut Employees Union.

(dd) "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 Nunavut Interpretation Act, but not defined elsewhere in this Agreement have the same

meaning as given to them in Nunavut Interpretation Act.

2.03 Where the masculine gender is used, it shall be considered to include the female gender unless any provision of this Agreement otherwise specifies.

2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

ARTICLE 3

RECOGNITION

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.

DISCRIMINATION

3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, nor by reason of union membership or activity.

ARTICLE 4

APPLICATION

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

4.02 Part-time employees unless otherwise excepted by this Agreement shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week.

ARTICLE 5

FUTURE LEGISLATION

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

CONFLICT OF PROVISIONS

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

ARTICLE 6

STRIKES AND LOCKOUTS

6.01 There shall be no lockout by the Employer and no work stoppage, by any employee(s) during the life of this Collective Agreement.

ARTICLE 7

MANAGERIAL RESPONSIBILITIES

7.01 Except to the extent provided herein this Agreement in no way restricts the rights of the Employer in the management of all its affairs.

7.02 Non-bargaining unit personnel shall not perform bargaining unit work unless no bargaining unit member is willing to perform the required work.

ARTICLE 8

EMPLOYER DIRECTIVES

8.01 The Employer shall provide the Union with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall consult with the Union prior to issuing the directives.

ARTICLE 9

UNION ACCESS TO EMPLOYER PREMISES

9.01 Upon reasonable notice the Employer shall permit access to its work premises of an accredited representative of the Union provided the representative is seeking access on genuine Union business pertaining to the Hamlet's employees.

ARTICLE 10

APPOINTMENT OF REPRESENTATIVES

10.01 The Employer acknowledges the right of the Union to appoint two (2) employees as representatives. The Union will provide the Employer with the names of the representatives within a reasonable period.

ARTICLE 11

TIME-OFF FOR UNION BUSINESS

11.01 Throughout this Article when time-off with pay is authorized for an employee, it is understood and agreed by the parties hereto that such authorization is only effective if such employee would otherwise have been at his place of work during that time.

ARBITRATION HEARINGS (Disputes)

11.02 (a) Where operational requirements permit, at the Union's request the Employer will grant leave with pay to one (1) employee representing the Union before an Arbitration hearing.

(b) The Employer will grant leave with pay to an employee called as a witness before an Arbitration hearing and, where operational requirements permit, leave with pay to an employee called as a witness by the Union.

ARBITRATION HEARING (Grievance)

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

(b) Where operational requirements permit, the Employer will grant leave with pay to the Representative of an employee who is a party to the grievance.

(c) Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

11.04 Where an employee and his representative are involved in the process of his or her grievance and where operational requirements permit they shall be granted time off:

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

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

CONTRACT NEGOTIATIONS MEETINGS

11.05 The Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

PREPARATORY CONTRACT NEGOTIATIONS MEETINGS

11.06 Upon proper notification and at the discretion of the Senior Administrative Officer, the Employer will grant leave without pay to a maximum of two (2) employees to attend preparatory negotiations meetings.

MEETINGS BETWEEN EMPLOYEE ORGANIZATIONS AND MANAGEMENT

11.07 Where operational requirements permit, the Employer will grant time-off with pay to a maximum of two (2) employees who are meeting with management on behalf of the Union.

EMPLOYEE ORGANIZATION EXECUTIVE COUNCIL MEETINGS, CONGRESS AND CONVENTIONS

11.08 Where operational requirements permit the Employer may grant reasonable leave without pay to a reasonable number of employee's who are acting as delegates to attend executive meetings and conventions of Nunavut Employees Union, the Alliance, Canadian Labour Congress and Northern Territories Federation of Labour.

REPRESENTATIVES TRAINING COURSE

11.09 The Employer may grant reasonable leave without pay to employee's who exercise the authority of a representative on behalf of the Union to undertake training related to the duties of a representative.

TIME-OFF FOR REPRESENTATIVES

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

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

11.11 The Employer may grant leave without pay for one (1) employee:

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

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

11.12 An employee elected into a full time Nunavut Employees Union position shall be granted leave of

absence for the term of office. During the leave of absence the employee shall maintain all rights and benefits to which he is entitled to under the Collective Agreement,

ARTICLE 12

CHECK OFF

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

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

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

12.04 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.

12.05 The amounts deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1 by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

12.06 The Employer agrees to make deductions for reasonable purposes on the basis of the production of appropriate documentation.

12.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of a gross error committed by the Employer.

12.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

ARTICLE 13

INFORMATION

13.01 At any time that a change in Bargaining unit or non-Bargaining Unit personnel occurs, the Hamlet shall provide the following information to the Union;

(a) In the case of a change to Bargaining unit personnel, the name, job classification, and social insurance number of employees hired or terminated.

(b) In the case of a change to non-Bargaining unit personnel, the name and job classification of persons hired or terminated.

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

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

ARTICLE 14

SENIORITY

14.01 Seniority shall be established on the basis of continuous service or continuous employment within the bargaining unit,

14.02 A newly hired employee shall be on probation for a period of six (6) months. During the probationary period such employee shall be entitled to all rights and benefits of this Agreement excluding seniority, except as otherwise provided. After the successful completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period. A probationary employee shall not have the right to grieve a termination.

14.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up-to-date and when changes are made, the Union shall be informed. The list shall be posted on the bulletin board.

14.04 Seniority shall continue to accumulate during the first six (6) months of a leave of absence without pay or a lay-off.

14.05 An employee shall lose his seniority in the following circumstances:

(a) if he is discharged for just cause and is not subsequently reinstated by an arbitrator pursuant to the grievance procedure.

(b) if he resigns voluntarily.

(c) if he abandons his position

(d) if following a lay-off he fails to return to work within fourteen (14) working days of being recalled.

(e) if he/she takes leave of absence under false pretences.

ARTICLE 15

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

15.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use for the posting of notices pertaining to normal Union business and social affairs.

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

15.03 The Employer will process any mail originating from the Union addressed to all employees in accordance with the Employer's normal internal mail distribution system.

ARTICLE 16

DESIGNATED PAID HOLIDAYS

16.01 The following days are designated paid holidays for employee's covered by this Collective Agreement:

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

Note: It is understood that if the Mayor of Rankin Inlet voluntarily proclaims a paid holiday and an employee is required to work that day, then that employee will be given lieu time (as if they had worked on a designated paid holiday).

16.02 Clause 16.01 does not apply to an employee who is absent without cause on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer. Inability to communicate shall be considered as cause.

HOLIDAY FALLING ON A DAY OF REST

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

16.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 16.03:

(a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest, and

(b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

16.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday:

(a) twice (2x) his hourly rate for hours worked, or

(b) at the employee's request, and with the approval of management, an equivalent combination of cash and a day of leave at a later day convenient to both the employee and the Employer.

(c) an employee who is not required to work on a general holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the holiday occurs, unless he is paid as a rate at least equal to double his regular rate of wages for the time worked by him on that day.

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

16.07 At the request of the employee, and where operational requirements of the Hamlet permit, an employee shall not be required to work both Christmas and New Year's Day.

ARTICLE 17

LEAVE - GENERAL

17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated the employee shall be considered to have earned that

amount of leave with pay granted to him provided that:

(a) an employee's employment is terminated by death;

(b) an employee's employment is terminated by layoff.

In all other circumstances, the employee shall reimburse to the Employer the additional leave granted, but not yet earned.

17.02 When an employee is in receipt of an extra allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis and that he continues to perform the duties for which the allowance is being paid when he returns from his leave.

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

17.04 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:

(a) to a half day if the fractional entitlement is less than one-half day;

(b) to a full day if the fractional entitlement is more than one-half day.

17.05 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing within a reasonable period of time.

ARTICLE 18

VACATION LEAVE

ACCUMULATION OF VACATION LEAVE

18.01 (1) For each month of a fiscal year in which an employee receives eleven (11) days pay, he shall earn Vacation Leave at the following rates:

(a) one and one-quarter ($1\frac{1}{4}$) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed. (three (3) weeks)

(b) one and two-thirds ($1\frac{2}{3}$) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that ten (10) years of continuous service is completed. (four (4) weeks)

(c) two and one-twelfth ($2\frac{1}{12}$) days each month commencing in the month after completion of ten (10) years of continuous employment. (five (5) weeks)

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

GRANTING OF VACATION LEAVE

18.02 (1) 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) comply with any request made by an employee before January 31, that he be permitted to use in the following fiscal year any period of vacation leave of no more than five (5) days.

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

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

(f) to grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.

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

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

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

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

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

18.04 In the event that an employee returns to work later than anticipated due to a delay of the aircraft and if the employee can prove that he made every reasonable effort to return to work on time, he shall be paid during such time of delay as if he had been working to a maximum of one (1) day.

18.05 Subject to 18.02(d) unused vacation leave credits will be liquidated in cash by the end of the fiscal year.

18.06 The Employer will make every reasonable effort not to change a period of vacation if it has been approved.

LEAVE WHEN EMPLOYMENT TERMINATES

18.07 Where an employee dies or otherwise terminates his employment:

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

(b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests.

(c) At the employee's request, the Employer may, where possible and reasonable, divide the amount owing as specified in a above by four (4), and shall attach this amount to the employee's regular earnings

over a four (4) pay period. Adequate notice must be given by the employee.

TRAVEL TIME

18.08 Vacation shall be lengthened by one - half (½) day each way for the purposes of travel time, and monies from these days shall be paid prior to the employee's vacation period.

ARTICLE 19

SPECIAL LEAVE

CREDITS

19.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:

- (a) one-half (½) day for each calendar month in which he received pay for at least eleven (11) days, or
- (b) one-quarter (¼) day for each calendar month in which he received pay for less than eleven (11) days.

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

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

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

- (a) when there is a death in the employee's immediate family;

(b) when an employee is to be married.

(2) The Senior Administrative Officer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:

(a) (i) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person;

(ii) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.

(b) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:

(i) serious household or domestic emergencies.

(ii) a general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty including in the event that an employee is weathered out while on the land or out of town;

(iii) serious community emergencies, where the employee is required to render assistance;

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

(d) in circumstances which are of general value to the Hamlet such as where the employee:

(i) takes an examination which will improve his position or qualifications in the Hamlet;

(ii) attends a course in civil defence training or Reserve Forces **training**;

(iii) requires a medical examination for enlistment in the Canadian Armed Forces or in connection with a veteran's treatment program.

19.03 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Clause 19.02 may only be granted with the Employer's approval.

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

ADVANCE OF CREDITS

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

CASUAL LEAVE

19.06 (1) The Employer may grant an employee casual leave for other purposes of a special or unusual nature.

(2) Employees may be granted casual leave with pay to a maximum of two (2) hours per occurrence where the employees physician requires him to attend regular or recurring medical treatments or checkups.

(3) Employee's shall be granted casual leave with pay up to two hours of leave with pay for an appointment with a doctor, dentist, or lawyer, school authorities, or adoption agencies.

ARTICLE 20

SICK LEAVE

CREDITS

20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which he receives pay for at least eleven (11) days.

20.02 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.

20.03 Unless otherwise informed by the Employer an employee must sign a statement stating that because of illness or injury he was unable to perform his duties:

(a) if the period of leave requested does not exceed three (3) working days, and

(b) if in the current fiscal year, the employee has *not* been granted more than six (6) days sick leave wholly on the basis of statements signed by him.

20.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his duties due to illness:

(a) 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 six (6) days sick leave wholly on the basis of the statements signed by him.

20.05 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, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

20.06 (a) In circumstances where sick leave would be authorized but the employee has insufficient credits, he may be granted in advance a limit of twenty (20) 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.

(b) Additional days may be added as determined by Management under the condition of serious medical procedure with medical certificates, or under the Employees Assistance Program.

20.07 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently

approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

TRANSPORTATION TO A MEDICAL CENTRE

20.08 In the event that it is necessary for an employee to travel to a medical centre to secure non-elective, non-cosmetic surgery and if funding is not available for this purpose from any other agency, the Employer will pay for reasonable expenses incurred.

TRAVEL TIME

20.09 Every employee who is proceeding to a medical centre will be granted leave with pay which is not to be charged against his sick leave credits for one - half (½) day each way.

20.10 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.

20.11 Employees shall be allowed to use their sick leave days in instances of illness to the employee's spouse or child where the employee's presence is necessary.

20.12 An employee who does not use any sick leave credits for any period of six (6) months shall be entitled to convert one (1) sick leave day to vacation leave. This benefit can not be taken in cash. This day of annual leave is to be taken no later than the fiscal year following the conversion.

ARTICLE 21

OTHER TYPES OF LEAVE

COURT LEAVE

21.01 Leave of absence with pay shall be given to every employee who is required:

(a) to serve on a jury and the jury selection process; or

(b) by subpoena or summons to attend as a witness in any proceeding held:

(i) in or under the authority of a court of justice or before a grand jury;

(ii) before a court, judge, justice, magistrate, or coroner;

(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 the 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.

INJURY ON DUTY LEAVE

21.02 (1) An employee shall be granted injury-on-duty leave with pay to a maximum of either special leave credits or sick leave credits he has accumulated, but not both, where it is determined by a 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 wilful misconduct; or

(b) sickness resulting from the nature of his employment; or

(c) over-exposure to radioactivity or other hazardous conditions in the course of his employment;

if the employee agrees to pay the Hamlet any amount received by him from the Worker's Compensation Board for loss of wages in settlement of any claim he 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 or his agent has paid the premium.

(2) While the parties are awaiting the decision of the Workers' Compensation Board as to the compensability of the injury, the employee shall use his sick leave credits. 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.

The time off taken by the employee shall be charged at the employee's option to either his special or sick leave credits but not both, at the appropriate rate.

(3) The appropriate rate of liquidation of injury on duty leave after an award by the Workers' Compensation Board shall be equal to the difference between the employee's regular wages and the compensation received from the Workers' Compensation Board (for example: if 2/3 of the employee's regular wages is received from the Workers Compensation Board, the amount of leave liquidated for one day's injury on duty leave shall be 1/3 day.

(4) The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who suffers an injury on duty and who as a result becomes unable to carry out his normal work functions.

MATERNITY LEAVE

21.03 (1) Subject to 21.03(2), an employee who becomes pregnant shall:

(a) Notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy; and

(b) Be granted leave of absence without pay, commencing eleven (11) weeks before the expected date of termination of her pregnancy and ending not later than twenty-six (26) weeks after the date of termination of her pregnancy.

(2) At the request of an employee, the Employer may vary the time specified in 21.03(1) provided that the employee submits the written approval of either a qualified medical practitioner or a person approved by the Deputy Minister of Health,

(3) Further, 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 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.

(4) (i) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 18 or 20, Unemployment Insurance Act shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

(ii) An applicant under Clause 21.03(4)(i) shall sign an agreement with the Employer providing:

(a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;

(b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.

(iii) should the employee fail to return to work as per the provisions of Clause 21.03(4)(ii), the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.

(5) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

(i) for the first two (2) weeks, payments equivalent to the Unemployment Insurance Commission allowance;

(ii) for the duration of time that the employee receives unemployment insurance benefits, payment equivalent to those benefits.

(iii) (a) for a full time employee the weekly rate of pay referred to in Clause 21.03(5)(i) shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of maternity leave;

(b) for a part-time employee the weekly rate of pay referred to in Clause 21.03(5)(i) shall be the pro-rated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.

(6) The employee will reimburse the Employer the amount received pursuant to Article 21.03(5)(ii).

EMERGENCY LEAVE

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

ADOPTION LEAVE WITH PAY

21.05 The provisions of Article 21.03(4), (5), and (6) will apply to employees mutatis mutandis to an adoption leave with pay, except that payment pursuant to Article 21.03 (5)(i) will not be paid.

ARTICLE 22

HOURS OF WORK

22.01 The normal hours of work for Hamlet employee are as follows:

(a) Office - 8:30 a.m. to 5:00 p.m., exclusive of a one hour lunch break, At the request of an employee, the Employer may grant flexible or staggered hours between 07:00 and 18:00. This is subject to operational requirements.

(b) (i) Recreation - 37½ hours per week and work schedule to be determined by Management and the Recreation Leader and;

(ii) 40 hours per week for the facility maintainer to be determined by Management and the Facility Maintainer.

(c) Airport Maintainers and Helpers - eight (8) hours per day and forty (40) hours per week. The starting and quitting time of the Airport Maintainers and Helpers shall be determined by Management limiting regard to the Bight schedules as changed from time-to-time. The Employer agrees to discuss scheduling with those employees involved prior to implementing my new schedule.

(d) Maintenance - eight (8) hours per day and forty (40) hours per week. The starting and quitting time of the Maintenance workers shall be determined by Management. The Employer agrees to discuss scheduling with those employees involved prior to implementing any new schedule.

22.02 Depending on their work schedule, employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing in the first half of their shift, **and** shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing in the second half of their shift.

22.03 An employee shall remain at the work site during the rest period.

22.04 In the event that an employee is unable to take his rest period at the scheduled time in the first half of their shift, due to operational requirements, this rest period will be taken later during the first half of

their shift, or the employee may leave work for the meal period fifteen (15) minutes early.

If an employee is unable to take his rest period at the scheduled time during the second half of their shift, due to operational requirements, this rest period will be taken later during the second half of their shift or the employee may leave work fifteen (15) minutes prior to his normal quitting time.

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

22.06 In the event that an employee's workload in his regular position does not necessitate a full day's work, then the Employer reserves the right to reassign the employee to any other duties within his capabilities, at his regular rate of pay.

ARTICLE 23

OVERTIME

23.01 In this Article:

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

(b) "Straight time rate" means the hourly rate of remuneration.

(c) "Double time" means twice the straight time.

23.02 An employee who is required to work overtime shall be paid as follows:

(a) at time and one half (1½) for the first fifteen (15) minutes, and

(b) at time and one half (1½) thereafter subject to a minimum payment of forty-five (45) minutes.

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

23.04 (1) Subject to the operational requirements of the service the Employer shall make every

reasonable effort:

(a) to allocate overtime work on the basis of seniority among readily available qualified employees 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.

(2) When there is a requirement to work overtime, all employees except the most junior qualified employee may refuse to work overtime.

23.05 (a) An employee who is requested to work overtime shall be entitled to the appropriate rate described below in (b).

(b) Overtime work shall be compensated as follows:

(i) at time and one-half for the first four (4) hours of overtime worked; and

(ii) at double time for hours of overtime worked after four (4) hours;

(iii) at double time for all hours of overtime worked on a second day of rest or Holiday; or

(iv) at the employee's request, and with the approval of Management, an equivalent combination of cash and a day of leave or lieu time at a later date convenient to both the employee and the Employer.

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

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

23.06 Where an employee is required to work two (2) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of the operational requirements of the Hamlet, the employee is not permitted to leave his place of work, the Employer will provide the employee with a meal allowance equal to the amount of the dinner in accordance with the Duty Travel Article (Article 40).

ARTICLE 24

PAY

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

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

ACTING PAY

24.03 (a) When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, he shall be paid acting pay calculated from the date upon which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

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

SALARY INCREASES

24.04 (1) The Employer agrees to pay any 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.

(2) 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.

(3) Retroactive pay shall be issued on a separate cheque.

PAY RECOVERY

24.05 Where an employee, through no fault of his own, has been overpaid the Hamlet will before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. The Employer agrees that it will act reasonably and

consider all the pertinent circumstances before implementing a repayment schedule.

ARTICLE 25

REPORTING PAY

25.01 If an employee is directed to report for work on a day of rest, on a designated paid holiday, or for work outside of his regularly scheduled hours, and there is insufficient work available, he shall be entitled to the greater of:

- (a) compensation at the appropriate overtime rate; or
- (b) compensation equivalent to two (2) hours pay at the straight time rate, when one (1) hour or less is worked; or
- (c) compensation equivalent to four (4) hours pay at the straight time rate for more than one (1) hour worked.

ARTICLE 26

CALL-BACK PAY

26.01 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater **sE**

- (a) compensation at the appropriate overtime rate; or
- (b) compensation equivalent to four (4) hours' pay at the straight time rate.
- (c) at the employee's request, and with the approval of Management, an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.

26.02 (1) When an employee reports to work for which he has been recalled under the conditions

described in Clause 26.01 and is required to use transportation services, he shall be paid the actual cost of commercial transportation each way, upon the production of receipt ~~Or~~ payment of transportation in excess of \$5.00.

(2) Where the employee uses his personal motor vehicle, he shall be paid the appropriate distance rate specified in the **Duty** Travel Expenses Article 40.

26.03 Employees shall be required to return to work on a call-back unless extenuating circumstances exist which would justify their refusal to do so. An employee alleging extenuating circumstances must do so at the earliest reasonable opportunity. When employees return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.

ARTICLE 27

SHIFT PREMIUM

27.01 An employee who is regularly scheduled to work outside of the normal hours of work defined in Article 22.01(1) shall be paid a shift premium as follows:

- (a) fifty cents (.50) per hour for all hours worked between the hours of 4:00 p.m. and 12:00 midnight;
- (b) seventy cents (.70) per hour for all hours worked between 12:00 midnight and 8:00 a.m.

Shift Premium will also be paid for all overtime hours worked contiguously to the period specified in (a) and (b) above.

ARTICLE 28

TERM POSITIONS

28.01 No term position may extend beyond two (2) years. Should the Employer wish a term position to extend beyond a period of two (2) years, that position must become a regular position which must be offered to the incumbent of the term position, and his or her seniority date shall be the initial date of hire into his or her term position.

ARTICLE 29

STANDBY

29.01 (1) When the Employer requires an employee to be available on standby during off-duty hours, the employee shall be compensated at the rate of seventy-five (75) cents for each hour or portion thereof that he is on Standby.

(2) An employee designated by letter or by list for standby duty shall be available during his period of Standby at a known telephone number and shall be available to return for duty as quickly as possible if called. In designating employees for Standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available qualified employees who are normally required, in their regular duties, to perform that work.

(3) No standby payment shall be granted if an employee is unable to report for **duty** when required.

(4) An employee on Standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight time rate each time he reports, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.

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

(6) In the event that an employee is not available for Standby **Duty** for a valid reason he shall notify the Employer in advance of the commencement of the shift, and the Employer will make alternate arrangements.

ARTICLE 30

TECHNOLOGICAL CHANGE

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

(b) 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 three 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.

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

ARTICLE 31

PAY FOR TRAVEL ON BEHALF OF EMPLOYER

31.01 (1) Where an employee is required to travel on behalf of the Employer, he shall be paid:

(a) when the travel occurs on a regular workday, as though he were at work for all hours travelled;

(b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of two (2) hours pay at the straight time rate and a maximum of four (4) hours at the applicable overtime rate.

(2) 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.

(3) The Employer will make every reasonable effort to restrict travel outside of Rankin Inlet that requires absence from home beyond a period which includes two (2) weekends.

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

ARTICLE 32

LABOUR/MANAGEMENT COMMITTEE

32.01 A Labour/Management Committee will be formed to consult on matters of health and safety, Employees Assistance Program, the translation of the Agreement, extreme adverse weather conditions and matters of mutual interest.

32.02 The Labour/Management Committee shall be comprised of two (2) representatives each of the Union and the Employer, with each party choosing their respective representative.

32.03 The Committee will meet at least one every three (3) months at a time to be previously established by the Committee, and at other times at the request of either party. The role of chairman will alternate between the Employer and the Union.

32.04 In matters of safety and health, the Committee will regularly discuss items of concern in regard to the safety of the workplace and the effect that the workplace may have on the health of the employees. Committee members shall perform the necessary duties of investigation, identifying **and** seeking to remedy hazards at the workplace, and shall do so without loss of **pay** or fear of reprisal provided they are acting reasonably.

32.05 (1) In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with poor work performance resulting from suspected alcohol or **drug** addiction.

(2) Should this item of business arise during a Labour/Management Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following provisions:

(a) that an employee should be encouraged to remedy a disorder due to an addiction, and

(b) that benefits normally extended to employees during a time of illness shall be extended to an employee suffering from an addiction at such a time that he or she seeks to correct this disorder, **aid**

(c) that the decision to undertake treatment is the responsibility of the employee, and

(d) that the decision to seek treatment will not affect job security as long as it does not destroy the underlying contract of employment.

TRANSLATION OF THE AGREEMENT

32.06 (a) The Committee will investigate and **make** recommendations on the translation of this Collective Agreement into Inuktitut.

(b) Where resources for this purpose become available, the Committee will ensure that the translation is carried out.

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

EXTREME ADVERSE WEATHER CONDITIONS

32.08 (a) The Committee shall determine the definition of extreme weather by taking into consideration temperature, wind speed, and visibility.

(b) The definition will be given to the Employer and the employees and will be used to set the standard for Article 45.06 (a) and (b). The Employer will be the body that applies the definition and notifies the employees.

(c) This Article assumes the employees to be ready, willing and able to attend work. Those employees not ready, willing **and** able will apply for the appropriate leave.

ARTICLE 33

LAY-OFF AND JOB SECURITY

33.01 (1) Lay-offs shall be based upon the following factors:

(a) seniority;

(b) ability to do the job; when the senior employee demonstrates his ability to do the job, he may exercise bumping rights.

(c) a senior employee who assumes the duties of a junior employee through lay-off shall be paid the lesser of:

(i) his present hourly rate, or

(ii) the hourly rate assigned to the position which he has assumed.

(2) In order to minimize the adverse effects of lay-off, the Employer may provide retraining if practicable.

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

33.02 Before an employee is laid off:

(a) each such employee shall be given ten (10) working days notice in writing of the effective date of his lay-off or receive ten (10) working days pay in lieu thereof.

(b) every employee subject to lay-off shall, during the notice period, be granted up to one (1) hour of leave with pay, per occasion, for a job interview with a prospective Employer.

33.03 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.

33.04 The last employee laid off shall be the first recalled provided he is qualified to do the work and has not lost his seniority.

33.05 A new employee shall not be hired if there is a permanent employee on lay-off provided the laid-off employee is qualified to do the work for which the new employee would be hired and provided he has not lost his seniority.

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

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

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

33.07 The employee shall keep the Employer advised at all times of his current address. The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so.

ARTICLE 34

STATEMENT OF DUTIES

34.01 The Labour/Management Committee will be responsible for having drawn up and implementing the initial Statement of Duties for all Bargaining Unit positions.

34.02 When an employee is first engaged 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 and accurate written Statement of Duties of the position to which he is assigned.

34.03 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his position, including the classification level.

34.04 An employee shall be entitled to request a review of his statement of duties by the Labour/Management Committee. Upon receipt of said request the Labour/Management Committee will meet to review and decide upon the appropriate changes requested by the employee.

34.05 Employees will not be required to perform duties of a personal nature for management personnel.

ARTICLE 35

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

35.01 (a) When a formal review of an employee's performance is made, the employee concerned **shall** be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 37 to correct any factual inaccuracies in his performance appraisal.

(b) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and that reasonable efforts be made to develop the career potentials of each individual through In-Service training, re-training, or any other facets of career

development which may be available.

35.02 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 time thereafter.

35.03 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 three (3) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

35.04 Upon written request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.

35.05 (a) 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.

(b) Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a representative of the Union in attendance.

(c) Only one file per employee for the purposes of performance evaluation or discipline shall exist.

ARTICLE 36

CLASSIFICATION

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

ARTICLE 37

ADJUSTMENT OF DISPUTES

37.01 (1) The Employer and the Union recognize that grievances may arise in each of the following circumstances:

(a) by the interpretation or application of:

(i) a provision of a By-Law, policy, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or

(ii) a provision of this Collective Agreement or Arbitral Award; and

(b) disciplinary action resulting in demotion, suspension, or a financial penalty;

(c) dismissal; and

(d) letters of discipline placed on personnel file.

(2) The procedure for the final resolution of the grievances listed in section (1) above is to arbitration.

37.02 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.

37.03 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Senior Administrative Officer who shall forthwith:

(a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and

(b) provide the employee with a receipt stating the date on which the grievance was received by him.

37.04 A grievance of an employee shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.

37.05 Except as otherwise provided in this Agreement a grievance shall be processed by resource to the following steps:

(a) First Level (Senior Administrative Officer)

(b) Second Level (Hamlet Council)

(c) Final Level (arbitration)

37.06 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

37.07 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 37.03 not later than twenty-five (25) calendar days after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to the grievance.

37.08 The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at level 1, within thirty calendar days at level 2.

37.09 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level,

(a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Hamlet; or

(b) where the Hamlet has not conveyed a decision to him within the time prescribed in Clause 37.08 within fourteen (14) calendar days after the day the reply was due.

37.10 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

37.11 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.

37.12 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure.

37.13 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to

presenting such grievance.

37.14 An employee may, by written notice to the Senior Administrative Officer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.

37.15 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.

37.16 The 'time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.

37.17 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

ARBITRATION

37.18 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one days of the receipt of the reply at the final level, of his desire to submit the difference or allegation to arbitration.

37.19 If mutual agreement is not reached by the parties to choose a single arbitrator within twenty (20) calendar days from the time that either party receives notification of a wish to proceed to arbitration, then the Minister of Labour shall be asked to appoint said arbitrator. This appointment shall be accepted by both parties.

37.20 (1) The arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code, Part I* in addition to any powers which are contained in this Agreement.

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

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

37.21 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 provision of this Agreement, or to increase or decrease wages.

37.22 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 of every such arbitration.

37.23 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the 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 a judgement or an order of that court and may be enforceable as such.

37.24 In addition to the powers granted to arbitrators under the Canada Labour Code the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:

(a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or

(b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

EXPEDITED ARBITRATION

37.25 As an alternative to the formal arbitration process set out in the foregoing paragraph, by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means.

ARTICLE 38

NO CONTRACTING OUT

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

ARTICLE 39

SAFETY AND HEALTH

39.01 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.

ARTICLE 40

DUTY TRAVEL

40.01 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred.

ENTITLEMENT

40.02 The entitlements set out hereunder are subject to limitations in Clauses 40.05, 40.07 and 40.08. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances on his claim and justify actual expenses by receipts.

TRANSPORTATION

40.03 The cost of transportation is authorized as follows:

(a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);

(b) privately owned car (refer to Clauses 40.10 to 40.15);

(c) chartered aircraft;

(d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;

(e) 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;

(f) privately owned aircraft (refer to Clauses 40.16 ad 40.17).

ACCOMMODATION

40.04 (a) Commercial Accommodation (Not Exceeding Fifteen (15) Calendar Days) - employees will be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide special rates for Hamlet employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Hamlet employee in travel status and is to be at the Hamlet agreed rate. Commercial accommodation expenses must be accompanied by receipts.

(b) Accommodation for periods in excess of Fifteen (15) calendar days - Normally the employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.

(c) Non-Commercial Accommodation - where employees make private arrangements for overnight accommodation, they *may* claim \$13.50 for each night. This rate will be adjusted as the Federal rate is changed.

(d) Employer Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer. Employees who obtain such lodging are not entitled to the \$13.50 non-commercial accommodation allowance referred to in 40.04(c), and are financially responsible for any damage incurred. Employees provided with this accommodation are not required to pay rent if they are in receipt of a private accommodation allowance or are paying rent at their usual place of residence.

MEALS AND INCIDENTAL EXPENSES

40.05 (a) Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc.

For periods of duty travel not exceeding fifteen (15) calendar days, meals and incidental expenses will be paid in accordance with the GNWT expense amounts.

If meals are provided as part of the cost of transportation, they cannot be claimed for by the employee.

These rates will be adjusted *as* the Federal rates are changed.

NOTE: Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified, and the expenses supported by receipts (cost of meals is not to be included on hotel bill), the employee will be reimbursed for the actual expense incurred. Where receipts cannot be provided, reimbursement will be made for the meal allowances outlined above.

(b) Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond fifteen (15) calendar days in one location, the maximum amount claimable for meals shall be reduced to \$15.00 per day inclusive for all days in excess of fifteen (15) calendar days.

(c) An employee may not be treated as in travel status if he is appointed to the establishment of one headquarters area, but his duties are carried out at another location during the major portion of the time or continuously.

(d) Where the return trip is made in one day, the amount claimable shall be on the basis of meals only.

OTHER EXPENSES

40.06 Employees may be reimbursed for:

(a) long distance telephone calls of an official nature providing that an explanation is provided. Where an employee is required to remain absent from his home over a weekend, and has been on continuous travel status for two (2) or more days preceding the weekend, he shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available);

(b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;

(c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available.

(d) laundry - after two (2) consecutive days on duty travel, a maximum of \$2.00 per day for each subsequent day supported by receipts in all cases.

(e) local phone calls for business purposes.

(f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00.

(g) Child care expenses - employees may be reimbursed a maximum of \$15.00 per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred.

LIMITATIONS

40.07 Notwithstanding Clause 40.06(f), no item of "other expenses" or transportation in excess of five dollars (\$5.00) will be reimbursed unless it is supported by a receipt.

40.08 The following expenses will not be allowed:

(a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;

(b) rental of television or radio receiving sets, where not included in the charge for lodgings;

(c) purchases of a personal nature, such as baggage, clothing, etc.

(d) subject to Clause 40.06(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;

(e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;

(f) any losses of money or of personal belongings.

PROCEDURE

40.09 (a) The Employer shall authorize Duty Travel by signing the Travel Authorization and Expense Claim before the start of the trip.

(b) This form is to be submitted as a request for an advance of travel expenses where this is required.

(c) All requests for advances should be submitted at least three (3) working days before the trip commences.

(d) The form will be returned to the claimant along with the cheque for the advance.

(e) Within ten (10) days of completing the trip, the employee shall submit his claim for expenses on the pre-authorized form for approval by the Employer along with a personal cheque to cover any amount by which the travel advance exceeds the total of the claim.

(f) No employee is allowed to have more than one travel advance outstanding at any one time, unless circumstances indicate the need for two. Failure to comply with this regulation will result in automatic payroll deductions being initiated for the total amount of the advance.

TRAVEL BY PRIVATELY OWNED CAR

40.10 (a) The Employer will reimburse an employee who, with prior authority, uses a privately owned car for necessary travel on Employer business or on reinoval.

(b) The use of a privately owned car shall not be authorized when, because of the additional time involved, commercial transportation would be more reasonable and practicable.

(c) When the total cost of the trip, including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

ENTITLEMENTS

40.11 Subject to Clauses 40.13 and 40.14, the following entitlements are provided:

(a) where the use of privately owned car is authorized:

(i) for the Employer's rather than the individual's convenience - an allowance of .35 cents per kilometre for travel within the Territories and 30.5 cents per kilometre for travel elsewhere;

(ii) for the individual's rather than the Employer's convenience - an allowance of 13 cents per kilometre.

These rates will be adjusted as the Federal rates are changed.

(b) reimbursement for ferry, bridge, road and tunnel tolls and parking charges;

(c) other travel expenses where applicable,

LIMITATIONS

40.12 The following limitations shall apply:

(a) persons not covered by personal insurance shall not be authorized to use a private car on Employer business;

(b) the Employer will not pay for any additional cost of insurance which may be required on the employee's car by reason of using it on Employer business;

(c) the distance allowance for *en route* travel shall be calculated:

(i) for *en route* travel, on distances given in the Canadian Warehousing Official Distance Guide, where these are listed [For example: Yellowknife to Edmonton - 1,514 km.(938 miles)];

(ii) for other *en route* distances, on the generally accepted kilometres for the most direct route.

(d) no additional distance allowance will be paid where other employees on duty are carried as passengers.

40.13 the Employer will not pay any claims for damage, loss or liability incurred by an employee while driving an automobile on Employers business other than those claimed under the Workers' Compensation Act.

PROCEDURE

40.14 (1) The Employer shall authorize distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.

(2) Upon completion of the trip, the claim shall:

(a) be completed by the employee;

(b) be supported by receipts for lodging, etc. (where applicable);

(c) show separately details of:

(i) *en route* kilometres;

(ii) business kilometres (if any) in lieu of taxis at destination;

(d) be submitted to the Employer for approval and payment.

TRAVEL BY PRIVATELY OWNED AIRCRAFT

40.15 The Employer will reimburse employees who, with prior authority, use private aircraft for Employer business travel within Nunavut .

ENTITLEMENT

40.16 Where the employee uses his own private aircraft for Employer business travel, he shall be paid the distance rates stipulated in Clause 40.11. If the journey could have been made by regular scheduled airlines and costs exceed the economy airfare for that journey, reimbursement shall be limited to the cost of the economy airfare.

PROCEDURE

40.17 The Employer shall authorize distance allowance by signing the Travel Authorization and Expense

Claim before the start of the trip.

INSURANCE

40.18 The Employer carries liability insurance covering public liability and property damage for non-owned aircraft. The Employer will not pay any claims for damage, loss or liability while flying an aircraft on Employer business other than those claimed under the Workers' Compensation Act. The Employer only pays for damage caused by the non-owned aircraft and not damage to the aircraft or injury to persons on board the aircraft.

LIMITATION

40.19 When the total cost of the trip including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

HEADQUARTERS TRAVEL

40.20 The Employer will reimburse employees for unusual transportation expenses necessarily incurred while carrying out their duties within their headquarters area.

ENTITLEMENT

40.21 Subject to the Employer's approval, payment shall be made for transportation in the headquarters area of the employee in the following circumstances:

(a) for a taxi between home and place of duty where the employee is required to work after normal hours and circumstances such as the combination of late hours, weather and distance make it unreasonable to use his normal means of getting to or from work;

(b) where transportation is necessary for such reasons, as the carrying of bulky documents or because of the time factor and the method chosen is the most economical under the circumstances.

40.22 Where a privately owned car is authorized for unusual transportation purposes within the headquarters area, entitlement will be as set out in Clause 40.11.

LIMITATIONS

40.23 Except with the prior approval of the Employer, no payment shall be made for daily transportation expenses within a headquarters area between the home of an employee and his place of duty.

40.24 Where improvements are made to the Duty Travel Article in the Collective Agreement between Nunavut Employees Union and the Minister of Personnel for the Government of Nunavut , those improvements shall be deemed to have been made to this Article.

ARTICLE 41

EDUCATIONAL LEAVE

41.01 (a) Educational leave with full financial assistance may be granted to permanent employees to attend courses relevant to their job requirements to a maximum of five (5) days per year, upon written application by the employees to the Senior Administrative Officer, if the Senior Administrative Officer so recommends.

(b) In the event that a longer period of leave is deemed desirable by the Senior Administrative Officer, additional leave may be granted at the discretion of the Hamlet Council with full or partial financial assistance at the discretion of the Hamlet Council.

(c) Where an employee receives such leave with full or partial assistance, he shall be granted such leave and assistance on the understanding that, upon conclusion of his leave, he will continue in the employment of the Hamlet for at least six (6) months, or he shall reimburse the Hamlet in the full amount of any financial assistance and/or wages he received while on such leave.

ARTICLE 42

CIVIL LIABILITY

42.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:

(a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him may advise his immediate supervisor 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 gross disregard or neglect of his duty as an employee.

(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.

ARTICLE 43

VACANCIES. JOB POSTING. PROMOTIONS. AND TRANSFERS

43.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted for three (3) full working days on the Union notice board. An employee desiring a position must make application in writing to the Senior Administrative Officer within four (4) working days of the first day of posting. The applicants' qualifications and experience shall be considered objectively with a view to determining the potential of the applicants to perform the job effectively and where applicants are considered reasonably equal in this respect, seniority shall govern.

43.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within 15 working days of posting to the successful applicant.

43.03 No employee shall be transferred to a position outside the bargaining unit without his consent. 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.

43.04 No employee shall be transferred to another position within the bargaining unit without his consent. If an employee is transferred to another position, he shall have the right to return to his former position within 30 days, and any other employee affected by the transfer shall be returned to his former position, without loss of wages or seniority.

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

ARTICLE 44

PROMOTION OPPORTUNITIES

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

ARTICLE 45

TRADES

APPLICATION

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

TRADES CERTIFICATION

45.02 Where the Employer hires an employee to work in a Trade for which a rate of pay has not been negotiated; or

Where a trade in which employees are presently working is newly designated under Nunavut Apprenticeship and Tradesman Act;

The Employer agrees to meet within thirty (30) days of either event to negotiate with the Union the rates of pay and the rules affecting the pay of the employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the first meeting is held, the parties agree to submit the dispute to binding arbitration utilizing Clause 37.18 of the Collective Agreement for the selection of the arbitrator.

45.03 Where an employee with a certificate of qualification in one trade performs work in a trade for which he does not possess a certificate, he 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

45.04 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 or officer-in-charge to a maximum of fifteen (15) minutes.

WORK CLOTHING AND PROTECTIVE EQUIPMENT

45.05 (1) Where the following articles are required by the Employer or the Workers' Compensation Board the Employer shall provide the following:

(i) Hard hats

(ii) Aprons

(iii) Welding gloves

(iv) Dust protection

(v) Eye protection, except prescription lenses

(vi) Ear protection

(vii) Coveralls

(viii) Rubber gloves

(ix) Leather gloves

(x) Rubber boots

(a) The Employer shall supply employees with other articles of equipment as required; and

(b) **Supply** employees moving to another department with the articles of equipment they require and that they do not possess at the time of move.

(2) The Employer shall replace the articles mentioned in (1) above, as well as prescription safety glasses as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee.

ADVERSE WEATHER CONDITIONS

45.06 (a) Except in emergency conditions, the employees shall not be required to work outside under extreme weather conditions.

(b) An employee required to work in an emergency under extreme adverse weather conditions will be

paid at double (2x) for all hours worked outside under these conditions.

45.07 Casual employees who do not hold certificates of qualification in a trade shall not perform work normally performed by qualified tradesmen to the extent that it serves to replace the tradesmen for any substantial period of time.

ARTICLE 46

APPRENTICES AND TRAINEES

46.01 Employees initially engaged as Apprentices shall be entitled, subject to the Apprentices and Tradesmen Act and pursuant regulations, to the benefits, terms and conditions of this Agreement, except seniority and pay. Apprentices rates of pay shall be calculated using the formula utilized by the Government of Nunavut to pay its Apprentices.

46.02 Where an Apprentice fails after two (2) attempts to successfully complete a trades training course, a recommendation may be made to the Superintendent of Apprenticeship Training to cancel his contract and the Apprentice may be terminated.

46.03 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 with the Hamlet.

46.04 A permanent employee who wishes to enrol in a certified Apprenticeship programme may, upon written application to the Senior Administrative Officer, be granted the necessary leave, provided it does not interfere with the Hamlet's operational requirements. Where such leave is granted, the employee shall receive an allowance equal to fifty percent (50%) of his regular weekly wages while attending classes, and upon his return to work following his successful completion of the course work, he shall receive an additional bonus equivalent to fifty percent (50%) of his regular weekly wages while attending classes minus any Canada Manpower or other allowance he received while receiving Apprenticeship training.

ARTICLE 47

TOOLS

47.01 The Employer agrees to supply all shop tools and special tools required.

47.02 The Employer agrees to replace worn out, or broken tools used and owned by employees in the regular performance of their work when presented as worn out or broken to the Senior Administrative Officer. Whenever replacement is made, the new tool will be of a similar quality as the initial tool. 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.

47.03 The Employer will provide the Custodial Workers with all equipment required to perform the normal requirements of their job.

47.04 The Employer agrees to provide the following items of protective clothing to Maintenance employees and agrees to replace these items as required. Reference to positions in each category is indicated in the salary grid.

(i) Summer Coveralls and Winter Coveralls

- Recreation Maintenance
- Maintenance
- Airport

(ii) Safety Boots (\$100.00 annual allowance)

- Maintenance
- Airport

(iii) Rubber Boots

- Recreation Maintenance

Note: It is understood that a Zamboni Operator as well as a Facility Maintainer are **part** of Recreation Maintenance.

(iv) Summer Leather Gloves

- Maintenance
- Recreation Maintenance
- Airport

(v) Winter Insulated Leather Gloves

- Maintenance

- Recreation Maintenance
- Airport
- (vi) Rubber Gloves.
- Garbage, Water, and Sewage Drivers and Helpers (Summer)
- Janitor/Custodial Worker

ARTICLE 48

SUSPENSION AND DISCIPLINE

48.01 When employees are to be suspended or discharged from duty, the Employer shall notify the employee in writing of the reasons for such suspension or discharge within twenty-four (24) hours of the suspension or discharge in sufficient detail that the employee may defend himself/herself against it.

48.02 The Employer shall notify the representative of the Union that a discharge has occurred or is to occur.

48.03 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have a representative of the Union attend the meeting. The Employer shall notify employees of their right to have a representative of the Union in attendance prior to the meeting.

48.04 In the event of a suspension without pay of thirty (30) days or a termination the Labour/Management Committee shall meet to review the disciplinary action and shall attempt to resolve the matter within four (4) days of the disciplinary action.

COOLING OFF PERIOD - 2 WORKING DAYS

48.05 An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within two (2) working days. 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 may only utilize the Cooling Off Period once per fiscal year.

ARTICLE 49

PRESENT BENEFITS

49.01 The Employer shall contribute five percent (5%) of the employee's salary in accordance with the C.E.B.A. Plus Pension Plan.

49.02 During the term of this Agreement the Employer agrees to continue to provide to permanent employees the benefits that they currently enjoy under the Municipal Employees Benefits Act which are:

- Pension
- Accidental Death and Dismemberment
- Life Insurance
- Dependant and Spousal Life Insurance
- Long Term Disability

ARTICLE 50

NORI LOW

50.01 All employees shall receive an annual Northern Allowance of six thousand five hundred (\$6500.00) dollars.

Note: It is understood that any recoveries of monies owing, due to the deletion of Vacation Travel Assistance, Housing Allowance and Settlement Allowance will be spread out over the remainder of the 1997/98 fiscal year.

It is also understood that the recoveries will be adjusted to take into account any overpayments of Income Tax (Federal and Northern), CPP and EI.

Effective April 1, 1999

All **full time permanent** employees shall receive an annual Northern Allowance of **nine thousand seven hundred (\$9700.00) dollars.**

ARTICLE 51

SEVERANCE PAY

LAY-OFF

51.01 An employee who has one year or more of continuous employment and who is laid off is entitled to be paid Severance pay at the time of lay-off.

51.02 In the case of an employee who is laid off for the first time following the signing of this Agreement, the amount of Severance Pay shall be two (2) weeks' pay for the first complete year of continuous employment, two (2) weeks' pay for the second complete year of continuous employment and one (1) week's pay for each succeeding complete year of continuous employment. The total amount of Severance Pay which may be paid under this Clause shall not exceed twenty-eight (28) weeks pay.

51.03 In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement the amount of Severance pay shall be two (2) weeks pay for the first complete year of continuous employment after re-engagement and one (1) weeks pay for each succeeding complete year of continuous employment less any period in respect of which he was granted Severance Pay by the Employer from the previous lay-off but the total amount of Severance pay which may be paid under this Clause shall not exceed twenty-seven (27) weeks pay.

51.04 In no case shall a total in excess of twenty-eight (28) weeks Severance pay be paid, regardless of the number of times an employee is laid off.

RETIREMENT AND TERMINATION FOR HEALTH REASONS

51.05 (a) This Clause shall apply to an employee:

(i) who retires; or

(ii) whose employment is terminated as a result of the employee becoming incapable of performing his duties because of chronically poor health, and

(b) When employment terminates for either of the reasons stated in (a) above, the employee shall be paid Severance Pay equal to the a product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which Severance pay was previously granted.

(c) When employment terminates for either of the reasons stated in (a), the employee shall have the right

to waive his entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

DEATH

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

DISMISSAL. ABANDONMENT OF POSITION

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

51.08 Severance Pay as established in this Article shall apply to all employees effective April 1, 1990, however for present incumbents years of continuous employment as mentioned herein shall accumulate from April 1, 1990 as if all present employees commenced employment on April 1, 1990.

ARTICLE 52

NO RESTRICTION ON OUTSIDE EMPLOYMENT

52.01 An employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Hamlet.

52.02 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; and

(b) Certain knowledge and information available only to Hamlet of Rankin Inlet personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

ARTICLE 53

WAGE RATES

53.01 Wage rates shall be as according to Appendix "A" of this Agreement.

ARTICLE 54

RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

RE-OPENER OF AGREEMENT

54.01 This Agreement may be amended by mutual consent.

MUTUAL DISCUSSIONS

54.02 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 55

DURATION AND RENEWAL

55.01 The term of this Agreement shall be from April 1, 1997 until March 31, **2000**.

55.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 37, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

55.03 Within three (3) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.

54.04 Where notice to commence Collective Bargaining has been given under Clause 55.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the bargaining unit which was in force on the date on which the notice was given until a renewal or revision of the Agreement, or a

new Collective Agreement has been concluded, in accordance with Section 50 of *Canada Labour Code Part I* or upon mutual agreement of the parties an arbitral award has been handed down.

RATES OF PAY

APPENDIX "A"

Office (37.5 hours per week)

Step 1 2 3 4 5 6

Assistant Manager 40,301 41,656 43,081 44,573 46,134 47,786

Information Officer 35,503 36,623 37,786 39,009 40,301 41,656

Finance Officer 35,503 36,623 37,786 39,009 40,301 41,656

Finance Comptroller

Trainee 31,952 32,960 34,009 35,109 36,271 37,491

Recreation (37.5 hours per week)

Community Rec Mgr. 40,301 41,656 43,081 44,573 46,134 47,786

Rec. Equipment

Maintainer 32,122 33,024 34,205 35,320 36,499 37,732

Arena Labourer 30,460 31,388 32,356 33,384 34,460 35,585

MAINTENANCE (40 hours per week)

Mechanic - - - 47,846 49,565 51,367

Assistant Mechanic 36,530 37,695 38,921 40,209 41,562 42,982

Heavy Equipment

Operator - - - 45,018 46,587 48,240

Building Maintainer - - - 40,733 42,089 43,292

Driver: Water & Sewage 31,077 32,035 33,053 34,119 35,233 36,411

Driver: Garbage 31,077 32,035 33,053 34,119 35,233 36,411

Helper: Garbage 28,443 29,282 30,158 31,077 32,035 33,053

Helper: Garage 30,158 31,077 32,035 33,053 34,119 35,233

Janitor/Custodial Worker 28,443 29,282 30,158 31,077 32,035 33,053

Airport (40 hours per week)

Airport Maintainer 36,530 37,695 38,921 40,209 41,562 42,982

Effective April 1, 1997

Fire Chief 20,000

(37.5 hours per week)

Step 1 2 3 4 5 6

Land Administrator 31,952 33,000 34,009 35,109 36,271 37,491

Assistant

Alcohol & Drug Centre (37.5 hours per week)

Alcohol & 35,655 36,623 37,786 39,009 40,301 41,656

Drug Co-ordinator

Alcohol & Drug Worker 31,584 32,960 34,009 35,109 36,271 37,491

Effective April 1, 1999

Office (37.5 hours per week)

Step 1 2 3 4 5 6

Assistant Manager 41,107 42,489 43,943 45,464 47,057 48,742

Information Officer 36,213 37,355 38,542 39,789 41,107 42,489

Finance Officer 35,503 36,623 37,786 39,009 40,301 41,656

Land Administrator 36,213 37,355 38,542 39,789 41,107 42,489

Assistant

Finance Comptroller

Trainee 32,591 33,619 34,689 35,811 36,996 38,241

Recreation (37.5 hours per week)

Community Rec Mgr. 41,107 42,489 43,943 45,464 47,057 48,742

Rec. Equipment

Maintainer 32,764 33,684 34,889 36,026 37,229 38,487

Arena Labourer 31,069 32,016 33,003 34,052 35,149 36,297

MAINTENANCE (40 hours per week)

Mechanic - - - 48,803 50,556 52,394

Assistant Mechanic 37,261 38,449 39,699 41,013 42,393 43,842

Heavy Equipment

Operator - - - 45,918 47,519 49,205

Building Maintainer - - - 41,548 42,931 44,158

Driver: Water & Sewage 31,699 32,676 33,714 34,801 35,938 37,139

Driver: Garbage 31,699 32,676 33,714 34,801 35,938 37,139

Helper: Garbage 29,012 29,868 30,761 31,699 32,676 33,714

Helper: Garage 30,761 31,699 32,676 33,714 34,801 35,938

Janitor/Custodial Worker 29,012 29,868 30,761 31,699 32,676 33,714

Airport (40 hours per week)

Airport Maintainer 37,261 38,449 39,699 41,013 42,393 43,842

Alcohol & Drug Centre (37.5 hours per week)

Alcohol & 36,368 37,355 38,542 39,789 41,107 42,489

Drug Co-ordinator

Alcohol & Drug Worker 32,216 33,619 34,689 35,811 36,996 38,241

Other

Fire Chief 20,000