

# Collective Agreement

between

## Public Service Alliance of Canada

(as represented by its component Nunavut Employees Union)

and

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**Hamlet of Rankin Inlet**

Effective From: April 1, 2009

To: March 31, 2012

Nunavut Employees Union  
Box 869,  
Iqaluit NU X0A 0H0

Hamlet of Rankin Inlet  
Box 310,  
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## **Article 1**

### **Purpose of Agreement**

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

## **Article 2**

### **Interpretation and Definitions**

- 2.01 For the purpose of this Agreement:
- (a) “Absent without leave (AWOL)” means absence from duty without the Employer’s permission;
  - (b) “Agreement” means this collective agreement;
  - (c) “Alliance” means the Public Service Alliance of Canada;
  - (d) “Allowance” means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position;
  - (e) “Bargaining Unit” means all employees of the Hamlet of Rankin Inlet excluding Senior Administrative Officer, Comptroller, Fire Chief, Airport Maintenance Manager, Superintendent of Public Works and Casual Employees;
  - (f) “Casual Employee” means a person employed by the Employer for work of a temporary nature not exceeding *six* (6) months;
  - (g) A “common-law spouse” relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly

represented that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse;

- (h) “Continuous Employment” and “Continuous Service” means uninterrupted employment with the Employer, and
  - 1) 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;
- (i) “Day of Rest” means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
- (j) “Demotion” means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position;
- (k) “Dependant” means a person residing with the employee who is the employee’s spouse (including common-law), child, step-child, adopted child who is under nineteen (17) years of age and dependent of him/her for support or being nineteen (17) 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;
- (l) “Double time” means twice the straight time;
- (m) “Employee” means a member of the Bargaining Unit;
- (n) “Employer” means the Hamlet of Rankin Inlet;
- (o) “Fiscal Year” means the period of time from April 1, in one year to March 31, in the following year;
- (p) “Grievance” means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure;
- (q) “Holiday” means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement;
- (r) “Lay-off” means an employee whose employment has been terminated because of lack of work or lack of funding;
- (s) “Leave of Absence” means absence from duty with the Employer’s permission;

- (t) “Membership Fees” means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, or insurance premium;
- (u) “Overtime” means work performed by an employee in excess of or outside of his regularly scheduled hours of work;
- (v) “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/her regularly scheduled daily hours of work, or where an employee is paid by the hour, the hourly rate of pay for his/her part-time employment;
- (z) “Representative” means a person who is authorized to represent the Union;
- (aa) “Seniority” means length of continuous service with the Employer;
- (bb) “Straight time” means the hourly rate of remuneration;
- (cc) “Time and One-half” means one and one-half times the straight time rate;
- (dd) “Transfer” means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
- (ee) “Union” means the Public Service Alliance of Canada as represented by its component Nunavut Employees Union;
- (ff) “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 feminine gender unless any provision of this Agreement otherwise specifies.
- 2.04 “May” shall be regarded as permissive and “Shall” and “Will” as imperative.

### **Article 3** **Recognition**

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

### **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.
- 4.03 This Agreement will be available in English and Inuktitut. The Employer and the Union will share equally all costs associated with the translation of this Agreement into Inuktitut.

### **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 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** **Human Rights**

#### Freedom from Discrimination

- 6.01 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been granted, union membership or activity, or for exercising rights under this Agreement.

#### Equal Pay for Work of Equal Value

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

#### Freedom from Sexual Harassment

- 6.03 “Sexual harassment” means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;
  - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 6.04 Every employee is entitled to employment free of sexual harassment.
- 6.05 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.



- 6.06 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction **who** subjects any employee to sexual harassment.
- 6.07 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 6.08 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.
- 6.09 The Employer shall, after consulting with the employees, issue a policy statement concerning sexual harassment which substantially conforms to the provisions of this article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning sexual harassment.

#### Freedom from Workplace Violence

- 6.10 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 6.11 Every employee is entitled to employment free of workplace violence.
- 6.12 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 6.13 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 6.14 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to workplace violence.
- 6.15 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 6.16 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.
- 6.17 The Employer shall, after consulting with the employees, issue a policy statement concerning workplace violence which substantially conforms to the provisions of

this article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

## **Article 7** **Strikes and Lockouts**

- 7.01 There shall be no lockout by the Employer and no work stoppage, by any employee(s) during the life of this Agreement.
- 7.02 No employee shall be required to cross any picket line or to do any struck work. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross a picket line or a refusal to do any struck work.
- 7.03 No employee shall be disciplined by the Employer for exercising his/her rights contained in this Article.

## **Article 8** **Managerial Responsibilities**

- 8.01 Except to the extent provided herein this Agreement in no way restricts the rights of the Employer in the management of all its affairs.
- 8.02 The Employer shall exercise its rights in a manner which is fair, reasonable, without discrimination and consistent with the terms of this Agreement.
- 8.03 Non-Bargaining Unit personnel shall not perform Bargaining Unit work unless no Bargaining Unit member is willing to perform the required work.

## **Article 9** **Employer Directives**

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

**Article 10**  
**Union Access to Employer Premises**

- 10.01 Upon reasonable notification the Employer shall permit access to its work premises of an accredited Representative of the Union.

**Article 11**  
**Appointment of Representatives**

- 11.01 The Employer acknowledges the right of the Union to appoint employees as Representatives of the Union. The Union will provide the Employer with the names of its Representatives within a reasonable period.

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

- 12.01 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)
- 12.02 (a) Where operational requirements permit, at the Union's request the Employer will grant leave with pay to one (1) employee representing ~~the~~ 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)

- 12.03 (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.

- 12.04 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

- 12.05 The Employer will grant leave with pay for three (3) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

- 12.06 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

- 12.07 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

- 12.08 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

- 12.09 **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

- 12.10 (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.

- 12.11 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.

Full-Time Union Position

- 12.12 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 Agreement.

**Article 13**  
**Check Off**

- 13.01 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.
- 13.02 The Union shall inform the Employer in **writing** of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 13.03 For the purpose of applying Article 13.01, 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.
- 13.04 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.
- 13.05 The amounts deducted in accordance with Article 13.01 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.
- 13.06 The Employer agrees to make deductions for reasonable purposes on the basis of the production of appropriate documentation.

- 13.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer.
- 13.08 The Employer agrees to identify annually on each employee's T4 slip the total amount of Union dues deducted for the preceding year.

## **Article 14** **Information**

- 14.01 At any time that a change in Bargaining Unit or non-Bargaining Unit personnel occurs, the Employer 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.
- 14.02 The Employer shall provide each employee with a copy of the Agreement.
- 14.03 The Employer agrees to provide each new employee with a copy of the Agreement upon his/her appointment.

## **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**

### **Grievance and Arbitration**

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

16.02 Grievances shall be settled according to the following procedures for grievance and arbitration.

#### **Representation**

- 16.03 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 16.04 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.
- 16.05 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.
- 16.06 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.
- 16.07 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.

Procedure

- 16.08 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance in writing to the Employer who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him/her.
- 16.09 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Senior Administrative Officer)
  - (b) Final Level (Hamlet Council)
- 16.10 The Employer shall designate a representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 16.11 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.
- 16.12 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 16.13 An employee may, by written notice to the Employer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his/her withdrawal has the endorsement, in writing, of the Union.

Time Limits

- 16.14 An employee or the Union may present a grievance to the first level of the procedure in the manner prescribed in Article 16.08 within twenty-five (25) calendar days of the date on which he first becomes aware of the action or circumstances giving rise to the grievance.
- 16.15 The Employer shall reply in writing to a grievance within twenty-five (25) calendar days at the First Level and within thirty (30) calendar days at the Final Level.
- 16.16 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level;
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Employer; or



- (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Article 16.15 within fourteen (14) calendar days after the day the reply was due.

16.17 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Representative.

#### Termination of Employment

16.18 No employee shall have his/her employment terminated without first being given notice in writing together with **the** reasons thereof. When the Employer terminates the employment of an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level within thirty (30) calendar days after the employee receives his/her notice of termination.

#### Arbitration

16.19 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 thirty (30) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration.

16.20 (a) The parties agree that arbitration referred to in Article 16.19 shall be by a single arbitrator.

(b) If an arbitrator is not available for a hearing date within ninety (90) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be proposed by each party until a mutually agreed upon arbitrator is found to hear the parties within the above mentioned ninety (90) day period.

(c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.

16.21 (a) 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.

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

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

- 16.22 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 16.23 The Employer and Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 16.24 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 Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.
- 16.25 In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been discharged for other than just cause and he/she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; and/or
  - (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement, and/or assess such damages as in the opinion of the Arbitrator is fair and reasonable.

## **Article 17**

### **Designated Paid Holidays**

- 17.01 The following days are designated paid holidays for employee's covered by this Agreement:
- (a) New Year's Day;
  - (b) Good Friday;
  - (c) Easter Monday;
  - (d) Victoria Day;
  - (e) Canada Day;

- (f) Nunavut Day;
- (g) Civic Holiday, the first Monday in August;
- (h) Labour Day;
- (i) Thanksgiving Day;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day;
- (m) One or more additional days when proclaimed by the Mayor of the Hamlet of Rankin Inlet.

17.02 Article 17.01 does not apply to an employee who is absent without cause on both the working day immediately preceding and the working day following the holiday, except with the approval of the Employer. Inability to communicate shall be considered as cause.

Holiday Falling on a Day of Rest

17.03 When a day designated as a holiday under Article 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.

17.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Article 17.03:

- (a) work performed by an employee on the day from which the 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.

17.05 When the Employer requires an employee to work on a 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 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 at a rate at least equal to double his regular rate of wages for the time worked by him on that day.
- 17.06 Where a day that is a holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 17.07 Subject to operational requirements, an employee shall not be required to work both Christmas Day and New Year's Day.

## **Article 18**

### **Leave – General**

- 18.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than 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.
- 18.02 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.
- 18.03 During the month of April in each year the Employer shall inform each employee in writing of the balance of his special, sick and vacation leave credits as of the 31<sup>st</sup> day of March.
- 18.04 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.

- 18.05 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 19** **Vacation Leave**

### Accumulation of Vacation Leave

- 19.01 For each month of a fiscal year in which an employee receives ten (10) 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 (2<sup>nd</sup>) 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 seven (7) 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 seven (7) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed. (five (5) weeks)
  - (d) two and one-half ( $2\frac{1}{2}$ ) days each month commencing in the month after completion of fifteen (15) years of continuous service and ending in the month that eighteen (18) years of continuous service is completed. (six (6) weeks)
  - (e) two and two-thirds ( $2\frac{2}{3}$ ) days each month commencing in the month after completion of eighteen (18) years of continuous service and ending in the month that twenty-two (22) years of continuous service is completed. (six (6) weeks and two days)
  - (f) three (3) days each month commencing in the month after completion of twenty-two (22) years of continuous service. (seven (7) weeks and one (1) day)
- 19.02 The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs (a),(b),(c) (d) (e) and (f) of Article 19.01.

### Granting of Vacation Leave

- 19.03 In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- (a) schedule vacation leave for all employees in the fiscal year in which it is earned;

- (b) not recall an employee to duty after he has proceeded on vacation leave;
- (c) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
- (d) 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.

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

- (a) is granted special leave, when there is a death in the immediate family as defined in Article 20; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 20; or
- (c) is granted sick leave on production of a medical certificate;

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

9.05 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.

9.06 Subject to Article 19.03(d) unused vacation leave credits will be liquidated in cash by the end of the fiscal year.

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

#### Leave When Employment Terminates

19.08 Where an employee dies or otherwise terminates his employment:

- (a) The employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment, or
- (b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests.

#### Travel Time

- 19.09 Vacation shall be lengthened by one - half ( $\frac{1}{2}$ ) day each way for the purposes of travel time.

## **Article 20** **Special Leave**

#### Credits

- 20.01 An employee shall earn special leave credits up to a maximum of **thirty (30)** days at the following rates:
- (a) one-half ( $\frac{1}{2}$ ) day for each calendar month in which he received pay for at least eleven (11) days, or
  - (b) one-quarter ( $\frac{1}{4}$ ) 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.

- 20.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, 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, including step-mother, step-father, step-child and foster child.
- 20.03 The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
- (a) when there is a death in the employee's immediate family;
  - (b) when an employee is to be married;
  - (c) when an employee attends divorce proceedings.

20.04 The Senior Administrative Officer may grant an employee special leave with pay for a period of up to ten (10) 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 Employer such as where the employee:
  - (i) takes an examination which will improve his position or qualifications with the Employer;
  - (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.

20.05 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Article 20.03 and 20.04 may be granted. Such additional special leave up to three (3) days for travel relating to bereavement shall not be unreasonably denied.

20.06 Upon reasonable notice, an employee shall be granted special leave with pay up to a maximum of one (1) working day per fiscal year to provide voluntary services to a charitable or non-profit community organization.

20.07 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

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

#### Casual Leave

- 20.09 The Employer may grant an employee casual leave for other purposes of a special or unusual nature.
- 20.10 Employees may be granted casual leave with pay to a maximum of two (2) hours per occurrence where the employee's physician requires him to attend regular or recurring medical treatments or checkups.
- 20.11 Employees 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.

#### Discretionary Leave

- 20.12 Subject to operational requirements, an employee, other than a casual employee, shall be entitled to take one (1) day of leave with pay each fiscal year at his discretion, which may be taken in half-day units. One day written notice must be given to the Employer.

## **Article 21** **Sick Leave**

#### Credits

- 21.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1%) days for each calendar month for which he receives pay for at least ten (10) days.
- 21.02 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.
- 21.03 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.
- 21.04 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.
- 21.05 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.
- 21.06 (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.
- 21.07 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

- 21.08 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

- 21.09 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 ( $\frac{1}{2}$ ) day each way.
- 21.10 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.

Wellness Reward

- 21.11 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 22**  
**Maternity**

- 22.01 An employee who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave. At the employee's request the Employer shall give her, within one week of her request, a clear, understandable information package about maternity leave requirements and benefits.
- 22.02 The Employer may:
- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
  - (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
  - (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- 22.03 Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service", except for completion of an employee's probationary period.

Pregnancy-related Reassignment or Leave

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

Maternity Leave Allowance

- 22.05 After completion of si.. (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to Section 22, *Employment Insurance Act*, shall be paid a maternity leave allowance.
- 22.06 A recipient under Article 22.05 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.
- 22.07 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 22.06, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full ~~six~~ months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.
- 22.08 No employee shall be laid off, transferred or relocated while on, or within six (6) months of her return from maternity leave without the consent of the employee, the Employer and the Union.
- 22.09 In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
- (a) For the first two (2) weeks payments equivalent to 100% of her weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks payments equivalent to the difference between the employment insurance benefits she is eligible to receive and 100% of her weekly rate of pay;
  - (b) (i) for a full-time employee the weekly rate of pay referred to in Article 22.09(a) shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the maternity leave.
  - (ii) for a part-time employee the weekly rate of pay referred to in Article 22.09(a) shall be the prorated weekly rate of pay for her classification and position averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.
  - (c) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

- (d) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- (e) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article 22.09(a), the payments shall be adjusted accordingly.

#### Other Benefits During Leave

- 22.10 (a) An employee returning to work from maternity leave retains her service credits accumulated prior to taking leave.
- (b) Illness arising due to pregnancy during employment and prior to the leave of absence may be charged to normal sick leave credits.

### **Article 23** **Parental Leave**

- 23.01 Where an employee has or will have the actual care or custody of his/her newborn child, or an employee commenced proceedings to adopt a child or obtains an order for **the** adoption of a **child**, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- 23.02 An employee who intends to request parental leave without pay shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- 23.03 Leave granted under this Article shall **be** counted for the calculation of "continuous employment" and "continuous service" except for completion of an employee's probationary period.

#### Parental Leave Allowance

- 23.04 After completion of six (6) months continuous employment, an indeterminate employee who has been granted parental leave without pay and who provides the

Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to Section 23, *Employment Insurance Act*, shall be paid a parental leave allowance.

- 23.05 A recipient under Article 23.04 shall sign an agreement with the Employer providing:
- (a) that he/she will return to work and remain in the Employer's employ for a period of at least *six* (6) months after his/her return to work;
  - (b) that he/she will return to work on the date of the expiry of his/her parental leave without pay unless this date is modified with the Employer's consent.
- 23.06 Should the employee fail to return to work in accordance with the provisions of Article 23.05, except by reason of the employee's death, disability or lay-off, the employee recognizes and acknowledges that he/she is indebted to the Employer for the amount of parental leave allowance received. Should the employee not return for the full six (6) month period, the employee's indebtedness to the Employer shall be reduced on a prorated basis according to the number of months he/she has returned to work.
- 23.07 For the period of parental leave without pay taken by an employee who has not taken maternity leave without pay, or who has taken maternity leave without pay and has not received a maternity leave allowance, parental leave allowance payments shall be equivalent to 100% of the employee's weekly rate of pay for the first two (2) weeks, and for an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 100% of the employee's weekly rate of pay.
- 23.08 For the period of parental leave without pay taken by an employee who has taken maternity leave without pay and received a maternity leave allowance, parental leave allowance payments will be equivalent to the difference between the employment insurance benefit she is eligible to receive and 100% of the employee's weekly rate of pay for a period of seventeen (17) weeks.
- 23.09 For a full-time employee the weekly rate of pay referred to in Articles 23.07 and 23.08 shall be the weekly rate of pay for his/her classification and position on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be.
- 23.10 For a part-time employee the weekly rate of pay referred to in Articles 23.07 and 23.08 shall be the prorated weekly rate of pay for his/her classification and position on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be, averaged over the six month period of continuous employment immediately preceding the commencement of the parental or maternity leave without pay.
- 23.11 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

- 23.12 Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks.
- 23.13 Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of fifty-two (52) weeks.
- 23.14 When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave allowance payments shall not exceed a total of seventeen (17) weeks for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of fifty-two (52) weeks for both employees combined.

### **Other Benefits During Leave**

- 23.15 An employee returning to work from parental leave retains his/her service credits accumulated prior to taking leave.

### **Other Types of Leave**

#### **Court Leave**

- 23.16 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

- 23.17 (a) 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:
- (i) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct; or
  - (ii) sickness resulting from the nature of his employment; or
  - (iii) over-exposure to radioactivity or other hazardous conditions in the course of his employment;

if the employee agrees to pay the Employer any amount received by him from the 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.

- (b) 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.

- (c) 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)
- (d) 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.

### Emergency Leave

- 23.18 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.



Leave for Hunting, Fishing or Harvesting

- 23.19 Subject to operational requirements, leave without pay may be granted on very short notice to an employee in order to meet traditional hunting, fishing or harvesting pursuits.

**Article 24**  
**Compassionate Care Leave**

- 24.01 (a) **Both** parties recognize the importance of access to leave to provide care and support to a gravely ill family member who has significant risk of death.
- (b) For the purpose of this article, the definition of family member as per the provisions of the compassionate care leave in the *Employment Insurance Act* will apply.
- (c) An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
- (i) the day the certificate is issued; or
- (ii) if the leave was commenced before the certificate was issued, the day the leave was commenced.
- (d) An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- (e) Request for Leave
- (i) Appropriate leave application forms must be completed and forwarded to the employee's immediate supervisor.
- (f) Benefits During Leave
- (i) Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.
- (g) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.

- (h) Compassionate care leave utilized by more than one employee for care of the same family member instance shall not exceed a total of eight (8) weeks combined.

## **Article 25** **Hours of Work**

25.01 The normal hours of work for an employee is five (5) consecutive days 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 having regard to the flight schedules as changed from time-to-time. The Employer agrees to discuss scheduling with those employees involved prior to implementing any 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.

25.02 Employees are entitled to one fifteen (15) minute paid rest period in every period of 4 or 3½ consecutive hours worked as appropriate.

25.03 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.

- 25.04 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.
- 25.05 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 26** **Overtime**

- 26.01 An employee who is required to work overtime shall be paid overtime compensation for all overtime worked subject to a minimum payment of one (1) hour at the overtime rate.
- 26.02 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 26.03 (a) Subject to the operational requirements of the service the Employer shall make every reasonable effort:
- (i) 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;
  - (ii) to give employees who are required to work overtime reasonable advance notice of this requirement.
- (b) When there is a requirement to work overtime, all employees except the most junior qualified employee may refuse to work overtime.
- 26.04 Overtime work shall be compensated as follows:
- (a) At time and one-half (1½) ~~for~~ all hours except as provided in Article 26.04(b);
  - (b) At double time (2x) for all hours of overtime after the first four (4) consecutive hours of overtime and for all hours worked on the second or subsequent day of rest or designated paid holiday.

### **Rankine of Lieu Time Hours**

- 26.05 Employees may choose to accumulate banked time in lieu of payment of overtime to a maximum of ten (10) days. As banked time is liquidated an employee may choose to accumulate further banked time in lieu of payment up to the ten (10) day maximum. Time off in lieu of overtime shall be taken at a time that is mutually

agreed to by the employee and the Employer. Banking of lieu time hours applies to all lieu time hours earned.

- 26.06 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 Employer, 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 Article 33 – Duty Travel.

## **Article 27** **Pay**

- 27.01 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 Schedule A – Rates of Pay.
- 27.02 Employees shall be paid on a biweekly basis with pay days being every second Friday.
- 27.03 Employees who **have** earned overtime compensation, or any other extra allowances in addition to their regular pay, should receive such remuneration with their regular pay for the pay period in which it was earned, but in any event shall receive such remuneration on the following pay day.
- 27.04 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.

### **Acting Pay**

- 27.05 (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**

- 27.06 (a) 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.

- (b) The Employer agrees to pay any retroactive remuneration for salary increases, overtime, aging pay and allowances not later than two months following the month in which the Agreement is signed.

#### Pay Recovery

- 27.07 Where an employee, through no fault of his own, has been overpaid the Employer 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.

#### Garnishee

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

### **Article 28** **Reporting Pay**

- 28.01 If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he/she shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available he/she shall receive compensation to four (4) hours pay at the appropriate overtime rate.
- 28.02 If an employee is directed to report for work outside of his/her regularly scheduled hours he/she shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the straight time rate.

### **Article 29** **Call-back Pay**

- 29.01 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:

- (a) compensation at the appropriate overtime rate; or
- (b) compensation equivalent to four (4) hours' pay at the straight time rate.

At the employee's request and with the approval of the Employer the employee may be compensated by an equivalent combination of cash and a day of leave at a later date.

- 29.02 (a) When an employee reports to work for which he has been recalled under the conditions described in Article 29.01 and is required to use transportation services he shall be paid the actual cost of commercial transportation each way upon the production of receipt for payment of transportation in excess of \$5.00.
- (b) Where the employee uses his personal motor vehicle he shall be paid the appropriate distance rate specified in Article 33 – Duty Travel.
- 29.03 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 30**

### **Standby**

- 30.01 Where the Employer requires an employee to be available on standby during off-duty hours the employee shall be entitled to a standby payment of \$20.00 for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and designated paid holidays.
- (a) For each eight (8) consecutive hours or portion thereof that he/she is on standby on his/her days of rest and designated paid holidays he/she shall be paid \$25.00.
  - (b) Any employee who has a company vehicle that must be plugged in from November to April shall receive \$7.00 dollars per night that he is on standby as compensation for increased electricity costs
- 30.02 An employee designated by letter or by list for standby duty shall be available during his period of Standby at a known telephone number and shall be available to return for duty as quickly as possible if called. In designating employees for Standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available qualified employees who are normally required, in their regular duties, to perform that work.

- 30.03 No standby payment shall be granted if an employee is unable to report for duty when required.
- 30.04 An employee on Standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for **all** hours worked, subject to a minimum payment of 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.
- 30.05 Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.
- 30.06 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 31** **Shift Premium**

- 3 0 An employee who is regularly scheduled to work outside of the normal hours of work defined in Article 25.01 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 32** **Pay for Travel on Behalf of Employer**

- 32.01 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.

- 32.02** For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- 32.03** 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.
- 32.04** Where an employee is absent from home on a designated paid holiday or day or 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 33** **Duty Travel**

- 33.01** An employee who is authorized to travel on the Employer's business will be reimbursed for reasonable expenses incurred.

#### **Entitlement**

- 33.02** The entitlements set out hereunder are subject to the limitations in this Article. 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 of his claim and justify actual expenses by receipts.

#### **Transportation**

- 33.03** The cost of transportation is authorized as follows:
- (a) economy air travel (employees may be entitled to travel executive class if proof is provided that economy air travel was not available on a required flight);
  - (b) privately-owned car:
    - (i) where the use of a privately-owned car is authorized for the Employer's rather than the employees convenience, an allowance of 48.5 cents per kilometre;



- (ii) where the use of a privately-owned car is authorized for the employee's rather than the Employer's convenience, an allowance of 22.5 cents per kilometre;
- (c) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
- (d) rented or hired cars – where this is the most reasonable or economical means of travel. Employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability.

Accommodation

- 33.04 (a) Commercial Accommodation: employees may be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide government or corporate discounted rates. When making a reservation the employee must request the discounted rate, and where the stay is expected to exceed one week the employee must request any weekly or monthly rates offered if cost-effective. Receipts must accompany commercial accommodation expenses.
- (b) Non-commercial Accommodation: where employees make private arrangements for overnight accommodation they may claim \$50.00 for each night outside Nunavut, adjusted as the Federal rate is changed, and seventy five dollars(\$75.00) for each night within Nunavut.

Meals and Incidental Expenses

- 33.05 Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as Ups to miscellaneous service personnel, etc.

A duty travel per diem rate (meals and incidentals), and meal rates for partial days, equal to the Federal Government rate current for the time of travel shall be paid. Current rates are posted on the Treasury Board website and can be accessed at [www.tbs-sct.gc.ca](http://www.tbs-sct.gc.ca), Appendix C

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

These rates are reviewed and revised annually in April and October and shall be posted so finance officers and employees are aware of any changes.

Note: Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified and supported by receipts, and where the cost of meals is not included in the accommodate rate, 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.

### Other Expenses

33.06 Employees may be reimbursed for:

- (a) telephone or Internet expenses for business purposes;
- (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 consecutive days on duty travel, a maximum of \$5.00 per day for each subsequent day supported by receipts in all cases;
- (e) where an employee is required to remain absent from his home over a weekend, and has been on continuous travel status for **two** or more days preceding the weekend, he shall be paid a communication allowance of \$5.00;
- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00 supported by receipts; Childcare Expenses
- (g) Employees may be **reimbursed** a maximum of \$40.00 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;
- (h) any other expense that may be authorized by the Employer.

### Limitations

33.07 No item of “Other Expenses” or transportation in excess of \$5.00 will be reimbursed unless it is supported by a receipt.

### Procedures

- 33.08
- (a) The Employer shall authorize duty travel before the start of a trip.
  - (b) When requested by the employee, an advance sufficient to cover reasonable expenses shall be provided to the employee at least three (3) banking days prior to the commencement of a **trip**.
  - (c) Upon completion of a trip the employee shall, within ten (10) working days, submit to the Employer in writing, a list of expenses and attach corresponding receipts, if applicable, along with a personal cheque or money order to cover any amount by which the travel advance exceeded the total of the claim.

- (d) Any amount by which the claim exceeds the advance shall be reimbursed to the employee within five (5) working days.

### **Article 34**

#### **Classification**

- 34.01 If a new or revised classification is established which is not covered by the schedule of wages then in effect, the Employer shall before applying the new or revised classification, 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 classification 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 35**

#### **Job Descriptions**

- 35.01 When an employee is first hired or when an employee is reassigned to another position in the Bargaining Unit the Employer shall, before the employee is assigned to that position, provide the employee with a current, accurate and written Job Description of the position to which he/she is assigned.
- 35.02 Upon written request, an employee shall be given a current, accurate and written Job Description of his/her position.
- 35.03 Employees will not be required to perform duties of a personal nature for management personnel.

### **Article 36**

#### **Staffing**

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

date. An applicant's skills, knowledge and experience shall be considered objectively by the Employer with a view to determining the potential of the applicant to perform the job effectively and where applicants are considered reasonably equal in this respect, seniority shall govern.

- 36.02 Where a vacancy has not been filled upon completion the internal job competition, the personnel selection process may proceed to an open job competition.
- 36.03 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.
- 36.04 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.
- 36.05 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.
- 36.06 New employees shall not be hired when there are permanent employees on lay-off qualified to perform the job.

Probationary Employees

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

**Article 37**  
**Term Positions**

- 37.01 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 38**

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

#### Employee Performance Review

- 38.01** When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 16 to correct any factual inaccuracies in his performance appraisal.
- 38.02** 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.
- 38.03** The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half ( $\frac{1}{2}$ ) of the period for which the employee's performance is evaluated. In the event that an Employer's representative has not observed the employee's performance for one-half ( $\frac{1}{2}$ ) of the period, an Employer's representative in the best position to make the evaluation shall do so.

#### Employee Files

- 38.04** The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within a reasonable time thereafter.
- 38.05** Upon written request of an employee, the Personnel file of that employee **shall** be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.
- 38.06** Only one file per employee for the purposes of performance evaluation or discipline shall exist.

## **Article 39**

### **Professional Development Leave**

- 39.01 Professional development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his/her professional or career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
- (a) a course given by the Employer;
  - (b) a course offered by a recognized academic institution;
  - (c) a seminar, symposium, convention, workshop or study session in a specialized field directly related to the employee's work;
- 39.02 Upon written application by the employee, and with the approval of the Employer, professional development leave with pay may be given for any one of the activities described in Article 39.01.
- 39.03 The employee shall receive no compensation under Article 26 – Overtime during time spent on professional development leave under this Article, except where the Employer requires the employee to attend such activities described in Article 39.01.
- 39.04 Employees on professional development leave shall be entitled to the provisions of Article 33 – Duty Travel.

## **Article 40**

### **Educational Leave**

- 40.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which may be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to **fill** the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- 40.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. **Where** the employee receives a grant, bursary or scholarship, the

education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

- 40.03 Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- 40.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.
- 40.05 If the employee:
- (a) does not resume employment with the Employer on completion of the course; or
  - (b) ceases to be employed, except by reason of death or lay-off, before termination of the period he/she has undertaken to serve after completion of the course,

the employee shall repay the Employer all allowances paid to him/her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

## **Article 41** **Seniority**

- 41.01 Seniority shall be established on the basis of continuous service or continuous employment within the Bargaining Unit.
- 41.02 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.
- 41.03 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.
- 41.04 Seniority shall continue to accumulate during the first six (6) months of a leave of absence without pay or a lay-off.

- 41.05 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.

## **Article 42**

### **Lay-off and Job Security**

- 42.01 In the event of layoff employees shall be laid off in reverse order of their seniority within their department.
- 42.02 Employees shall have bumping rights in accordance with their seniority subject to their ability and qualifications to perform such jobs within their department.
- 42.03 In order to minimize the adverse effects of layoff, the Employer will provide retraining when practicable.
- 42.04 A person ceases to be a lay-off if he/she is not appointed to a position within twelve (12) months from the date on which he became a lay-off.
- 42.05 Before an employee is laid off:
- (a) each such employee shall be given one (1) month notice in writing of the effective date of his lay-off or receive one (1) month 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.
- 42.06 The last employee laid off shall be the first recalled provided he is qualified to do the work and has not lost his seniority.
- 42.07 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.
- 42.08 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.

- 42.09 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.

Cooling Off Period - 2 Working Days

- 42.10 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 43**  
**No Contracting Out**

- 43.01 There shall be no contracting out of any work by the Employer 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 44**  
**Casuals**

- 44.01 Casual employees will become term employees after **six** continuous months of service. At that time the employee will begin to receive all benefits outlined in the collective agreement including vacation leave. Benefits for casual s are not retro active to the start of their employment, but rather to the start of their term position *six* continuous months later.

**Article 45**  
**Technological Change**

- 45.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 45.02 With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than one hundred and twenty (120) days 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.
- 45.03 In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

**Article 46**  
**No Restriction on Outside Employment**

- 46.01 An employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.
- 46.02 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 47** **Civil Liability**

- 47.01 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 0 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 48** **Discharge and Discipline**

### **Just Cause**

- 48.01 No employee shall be subject to discharge or discipline except for just cause

### **Progressive Discipline**

- 48.02 The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in cases of gross misconduct, discipline or discharge for just cause should be preceded by a documented record of counselling, warnings (oral or written) and/or suspensions.
- 48.03 Discipline shall be applied uniformly and shall be appropriate to their cause.

### Written Confirmation

- 48.04 An employee who is discharged or disciplined shall be provided the reasons, in writing within twenty-four (24) hours, for such discharge or discipline in sufficient detail that the employee may defend himself/herself against it.
- 48.05 The Employer shall notify the Representative of the Union that a discharge has occurred or is to occur.

### Union Representation

- 48.06 Where an employee is to receive discipline or is to be discharged the Employer shall notify the employee at a meeting. At least two (2) working days prior to the meeting, the Employer shall notify the employee of his/her right to have a Representative of the Union in attendance. Where it is not practical for the Representative to attend the meeting in person the Employer shall provide teleconferencing facilities for the meeting.
- 48.07 The Employer agrees that communications between an employee and his/her Representative are confidential.
- 48.08 The Employer shall not ask questions of the Representative which answers to those questions may be damaging to an employee, nor shall any evidence produced by the Representative be used against an employee.

### Disciplinary Record

- 48.09 The Employer agrees not to introduce as evidence in the case of disciplinary action any document from the file of an employee, the existence of which the employee was not made aware by the provision of a copy thereof at the time its filing.
- 48.10 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 eighteen (18) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

## **Article 49** **Employee Assistance Program**

### Purpose

- 49.01 To establish and outline the policy of the Employer in relation to employees whose alcohol and substance abuse is interfering with satisfactory work performance. Nothing in this policy replaces or negates the provisions of other policies on alcohol and substance abuse during working hours.

49.02 The rising incidence of alcohol and substance abuse is of growing concern among employers, employees and families: Social drinking which has no job related problems is irrelevant to the Employer. However, an employee whose alcohol and substance abuse problems interfere with work performance, attendance or interpersonal work relationships may become a major concern to the Employer.

#### Policy

49.03 The Employer recognizes that alcohol and substance abuse are disorders which are preventable and amenable to treatment. The objective of this policy is to encourage employees to recognize early symptoms and patterns of alcohol and substance abuse and to provide assistance to the process of rehabilitation to the afflicted individual. The benefits and consideration that are extended to employees during an illness may be made available to those persons affected by alcohol and substance abuse for authorized absence to undergo assessment and approved treatment and hospitalization.

49.04 The decision to undertake treatment is the responsibility of the employee. The decision to seek treatment **will** not affect job security. In cases where employees refuse to recognize their problem and persist in substandard work performance or poor attendance, disciplinary action may be taken and may result in dismissal.

#### Responsibilities

49.05 Diagnosis and referral for treatment must be made by a duly qualified medical and/or addictions practitioner.

49.06 The decision to accept or reject available counselling and treatment benefits **is the** responsibility of the employee. The supervisor is responsible for identifying any situation involving unsatisfactory work performance or poor interpersonal work relationships.

49.07 The employee who has an identified alcohol and substance abuse problem must accept conditions related to the rehabilitation process.

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

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

#### Summary

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

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

## **Article 50** **Safety and Health**

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

### Safety Act and Regulations

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

### Right to Refuse Dangerous Work

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

- (a) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him otherwise, or until a safety officer appointed under the *Safety Act* or his designated representative has investigated the matter and advised him otherwise.
- (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in Article 50.03(a). No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

### First Aid

50.04 The Employer will offer Safety First Aid courses to all employees, including refresher courses required to maintain a valid certificate, at the Employer's expense. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

- 50.05 The Employer will provide and maintain in good condition first aid kits, fire blankets and eye wash centres in appropriate locations on the Employer's premises.

Transportation of Injured Workers

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

Protective Clothing and Equipment

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

Hazard Identification

- 50.08 The Employer shall identify in writing, in English and Inuktitut, all chemicals, substances or equipment present in the workplace, including those hazardous or suspected of being hazardous to human health, precautions, and antidotes or procedures to be taken following exposure.
- 50.09 The Employer will offer Workplace Hazardous Material Information System (WHMIS) training at the Employer's expense to ensure that at least one employee holds a valid certificate. Employees taking WHMIS training shall be granted leave with pay for the duration of the courses.

Video Display Terminals

- 50.10 Employees who work directly with video display terminals shall have a ten (10) minute break away from the video display terminals after each hour of continuous operation.

**Article 51**  
**Labour/Management Committee**

- 51.01 A Labour/Management Committee is established to consult on matters of health and safety, the translation of this Agreement and matters of mutual interest.

- 51.02 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.
- 51.03 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.
- 51.04 The committee may discuss health and safety issues in the workplace and make recommendations to the Employer in health and safety matters.

#### Translation of the Agreement

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

## **Article 52** **Trades**

#### Application

- 52.01 The provisions of this Article shall apply to all positions in the trades category of the classification system.
- 52.02 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

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

#### Work Clothing and Protective Equipment

- 52.04 (a) Where the following articles are required by the Employer or the Workers' Compensation Board the Employer shall provide the following:
- 1) Hard hats



- 2) Aprons
- 3) Welding gloves
- 4) Dust protection
- 5) Eye protection, except prescription lenses
- 6) Ear protection
- 7) Coveralls
- 8) Rubber gloves
- 9) Leather gloves
- 10) Rubber boots

- (ii) The Employer shall supply employees with other articles of equipment as required; and
- (iii) Supply employees moving to another department with the articles of equipment they require and that they do not possess at the time of move.

- (b) 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

- 52.05 (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.
- 52.06 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 53**  
**Apprentices**

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

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

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

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

d) Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

<u>Four Year Training Programs</u>		<u>Three Year Training Programs</u>	
Year 1	55%	Year 1	60%
Year 2	65%	Year 2	70%
Year 3	75%	Year 3	80%
Year 4	85%		
<u>Two Year Training Programs</u>		<u>One Year Training Programs</u>	
Year 1	65%	Year 1	70%
Year 2	80%		

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

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

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

## Article 54 Tools

- 54.01 The Employer agrees to supply all shop tools and special tools required.
- 54.02 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.
- 54.03 The Employer will provide the Custodial Workers with all equipment required to perform the normal requirements of their job.
- 54.04 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.
- (a) Summer Coveralls and Winter Coveralls
    - Recreation
      - Coordinator
      - Maintainer
    - Maintenance
      - Municipal Mechanic
      - Assistant Mechanic
      - Electrician
      - Heavy Equipment Operator
      - Building Maintainer
      - Water/Sewer Driver
      - Garbage Driver
      - Garbage/Garage Helper.
    - Airport
      - Maintainer Driver Operator
      - Airport Mechanic
  - (b) Safety Boots (\$200.00 annual allowance)
    - Recreation
      - Coordinator
      - Maintainer
    - Maintenance
      - Municipal Mechanic

- Assistant Mechanic
  - Electrician
  - Heavy Equipment Operator
  - Building Maintainer
  - Water/Sewer Driver
  - Garbage Driver
  - Garbage/Garage Helper
- **Airport**
    - Maintainer Driver Operator
    - Airport Mechanic
- (c) Rubber Boots
- Recreation Maintenance
- Note: It is understood that a Zamboni Operator as well as a Facility Maintainer are part of Recreation Maintenance.
- (d) Summer Leather Gloves
- Maintenance
  - Recreation Maintenance
  - **Airport**
- (e) Winter Insulated Leather Gloves
- Maintenance
  - Recreation Maintenance
  - **Airport**
- (f) Rubber Gloves.
- Garbage, Water, and Sewage Drivers and Helpers (Summer)
  - Janitor/Custodial Worker

## **Article 55** **Allowances**

55.01 Each employee shall receive an annual Northern Allowance of:

Seventeen thousand, six hundred and ~~thirty~~ five dollars (\$17,635.00) effective April 1, 2009

Eighteen thousand five hundred and seventeen dollars (\$18,517.00) effective April 1, 2010

Nineteen thousand four hundred and forty three dollars (\$19,443.00) effective April 1, 2011

Northern Allowance shall be paid biweekly by dividing by 26.088. A part-time employee shall receive his/her Northern Allowance on a pro rated basis.

- 55.02 A full-time indeterminate employee with three (3) years of continuous employment may elect, prior to April 1<sup>st</sup> of each fiscal year, to receive up to Seven Thousand, Five Hundred Dollars (\$7,500) of Northern Allowance in a lump sum payment on a payday of their choice in the fiscal year. The remainder of the Northern Allowance will be paid in equal biweekly amounts. The Employer may require the employee to sign a waiver of responsibility for income tax.

#### Fuel Allowance

- 55.03 The Employer will pay Three hundred dollars (\$300.00) per month from November to April to each full time employee who owns a home or pays their own fuel bill. This allowance does not apply to employees staying with relatives.

## **Article 56** **Severance Pay**

#### Lay-off

- 56.01 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.
- 56.02 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) weeks 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.
- 56.03 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.

56.04 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.

Resignation

56.05 An employee who resigns after two (2) years of continuous employment shall be entitled to be paid Severance Pay on resignation in accordance with the following formula:

$$\frac{\text{number of years of service} \times \text{weekly rate of pay on resignation}}{2}$$

less any period of continuous employment in respect of which Severance Pay was previously granted.

56.06 When employment terminates for the reason stated in Article 0, 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.

Retirement and Termination for Health Reasons

56.07 (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 0 above, the employee shall be paid Severance Pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment, to a maximum of thirty (30), 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 0, 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

56.08 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

- 56.09 An employee who is dismissed for cause or who has been declared to have abandoned his position shall not be entitled to Severance Pay.
- 56.10 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 57**  
**Pension and Group Benefit Plans**

- 57.01 The Northern Employee Benefits Services (NEBS) Pension Plan is a term and condition of employment for all eligible employees.
- 57.02 The Northern Employee Benefits Services (NEBS) Group Benefit Plan (i.e. Basic Group Life Insurance, Accidental Death & Dismemberment, Dependents Insurance, and Long Term Disability) is a term and condition of employment for all eligible employees.
- 57.03 The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.
- 57.04 Upon the hiring of an indeterminate employee the Employer shall waive any qualifying periods for the plans under this Article where applicable.
- 57.05 The Employer shall advise the Pension Plan and Insurance Plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, and other required data as determined by these plans without delay.
- 57.06 The Employer agrees to remit all required contributions and premiums for the plans under this Article within a reasonable period.

**Article 58**  
**Bilingualism**

- 58.01 The Employer shall notify the employee and/or the Union that a position has been designated bilingual (i.e. present incumbent, vacant position and newly created

position) eighteen (18) months in advance for the purpose of review and consultation with the Union.

- 58.02 The Employer agrees that a unilingual employee in a position designated as bilingual retains that position. The employee may at his/her option be provided by the Employer with language training to meet the requirements of a bilingual position.
- 58.03 An employee may, at his/her own option, choose to transfer to another position in order to assist in the filling of this position with a person who better meets the revised qualifications. Should the Employer agree to such a transfer, that employee shall suffer no loss in pay even if the position transferred to carries with it a lower pay rate.
- 58.04 Any employee occupying an Information Officer Position shall receive a bilingual bonus of twelve hundred dollars (\$1200.00) per annum

### **Article 59** **Social Justice Fund**

- 59.01 The Employer shall contribute ~~two~~ hundred dollars (\$200.00) per year to the PSAC Social Justice Fund. Contributions to the Fund will be made annually, upon invoice from PSAC. Such contributions will be remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC SocialJustice Fund.

### **Article 60** **Re-opener of Agreement and Mutual Discussions**

#### Re-opener of Agreement

- 60.01 This Agreement may be amended by mutual consent.

#### Mutual Discussions

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

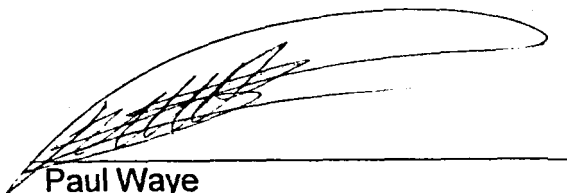


**Article 61**  
**Duration and Renewal**

- 61.01 The term of this Agreement shall be from April 1, 2009 to March 31, 2012.
- 61.02 Notwithstanding Article 61.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 16, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 61.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.
- 61.04 Where notice to bargain collectively has been given under Article 61.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

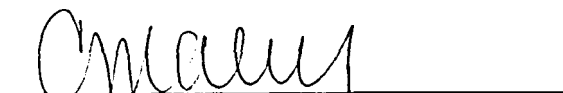
Signed this 30 day of July, 2009 at Rankin Inlet, Nunavut

On behalf of the  
Hamlet of Rankin Inlet



Paul Wayne  
Senior Administrative Officer

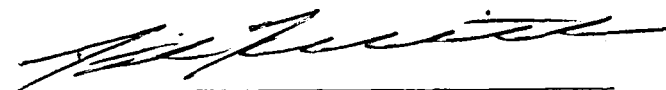
On behalf of the  
Public Service Alliance of Canada



Chantal Maley  
Committee Member



John Hickes  
Mayor



Patrick Kabluitok  
Committee Member

---



Anne Juneau  
Negotiator



Jean-François Des Lauriers  
Regional Executive Vice-president  
North

**Schedule "A"**  
**Rates of Pay**

**Conversion Pay Grid for April 1, 2009**

<b>DEPARTMENT</b>	<b>Pay Steps</b>					
<b>Job Title / Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>ADMINISTRATION</b>						
Finance Officer	54,689	56,525	58,460	60,484	62,603	64,844
Assistant Finance Officer	47,233	48,722	50,269	51,897	53,615	55,418
Information Officer	48,176	49,695	51,273	52,934	54,687	56,525
Land Administrator	57,963	59,991	62,091	64,265	66,514	68,843
Economic Development Officer	61,283	63,427	65,648	67,945	70,323	72,785
<b>RECREATION</b>						
Recreation Coordinator	54,687	56,525	58,460	60,484	62,603	64,844
Recreation Maintainer	43,588	44,811	46,415	47,927	49,528	51,201
Arena Labourer	41,333	42,593	43,906	45,302	46,761	48,288
<b>AIRPORT</b>						
Maintainer Driver Operator	no step	no step	no step	61,088	63,217	65,461
Airport Mechanic	no step	no step	no step	64,925	67,258	69,703
<b>ALCOHOL &amp; DRUG CENTRE</b>						
Alcohol & Drug Coordinator	48,383	49,695	51,273	52,934	54,687	56,525
Alcohol & Drug Worker	42,858	44,725	46,148	47,643	49,219	50,875
<b>BY-LAW OFFICER</b>	<b>42,858</b>	<b>44,725</b>	<b>46,148</b>	<b>47,643</b>	<b>49,219</b>	<b>50,875</b>
<b>MAINTENANCE</b>						
Municipal Mechanic	no step	no step	no step	64,925	67,258	69,703
Assistant Mechanic	49,571	51,152	52,813	54,561	56,399	58,327
Electrician	60,957	63,091	65,298	67,584	69,949	72,397
Heavy Equipment Operator	no step	no step	no step	61,088	63,217	65,461
Building Maintainer	no step	no step	no step	55,274	57,114	58,746
Driver: Water & Sewage	42,170	43,470	44,852	46,299	47,812	49,408
Driver: Garbage	42,170	43,470	44,852	46,299	47,812	49,408
Helper: Garbage	38,596	39,735	40,923	42,170	43,470	44,852
Helper: Garage	40,923	42,170	43,470	44,852	46,299	47,813
Custodial Worker	38,596	39,735	40,923	42,170	43,470	44,852

## Rates of Pay

### Pay Grid for April 1, 2010

DEPARTMENT Job Title / Classification	Pay Steps					
	1	2	3	4	5	6
<b>ADMINISTRATION</b>						
Finance Officer	56,330	58,221	60,214	62,299	64,481	66,789
Assistant Finance Officer	48,650	50,184	51,777	53,454	55,223	57,081
Information Officer	49,615	51,186	52,811	54,522	56,328	58,221
Land Administrator	59,702	61,791	63,954	66,193	68,509	70,908
Economic Development Officer	63,121	65,330	67,617	69,983	72,433	74,969
<b>RECREATION</b>						
Recreation Coordinator	56,330	58,221	60,214	62,299	64,481	66,789
Recreation Maintainer	44,896	46,155	47,807	49,365	51,014	52,737
Arena Labourer	42,573	43,871	45,233	46,661	48,164	49,737
<b>AIRPORT</b>						
Maintainer Driver Operator	no step	no step	no step	62,921	65,114	67,425
Airport Mechanic	no step	no step	no step	66,873	69,276	71,794
<b>ALCOHOL &amp; DRUG CENTRE</b>						
Alcohol & Drug Coordinator	49,615	51,186	52,811	54,522	56,328	58,221
Alcohol & Drug Worker	44,144	46,067	47,533	49,072	50,696	52,401
<b>BY-LAW OFFICER</b>	44,144	46,067	47,533	49,072	50,696	52,401
<b>MAINTENANCE</b>						
Municipal Mechanic	no step	no step	no step	66,873	69,276	71,794
Assistant Mechanic	51,058	52,687	54,397	56,198	58,091	60,077
Electrician	62,786	64,984	67,257	69,612	72,047	74,569
Heavy Equipment Operator	no step	no step	no step	62,921	65,114	67,425
Building Maintainer	no step	no step	no step	56,932	58,827	60,508
Driver: Water & Sewage	43,435	44,774	46,198	47,688	49,246	50,890
Driver: Garbage	43,435	44,774	46,198	47,688	49,246	50,890
Helper: Garbage	39,754	40,927	42,151	43,435	44,774	46,198
Helper: Garage	42,151	43,435	44,774	46,198	47,688	49,247
Custodial Worker	39,754	40,927	42,151	43,435	44,774	46,198

**Rates of Pay**

**Pay Grid for April 1, 2011**

<b>DEPARTMENT</b> <b>Job Title / Classification</b>	<b>Pay Steps</b>					
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>ADMINISTRATION</b>						
Finance Officer	58,020	59,968	62,020	64,168	66,415	68,793
Assistant Finance Officer	50,106	51,690	53,330	55,058	56,880	58,793
Information Officer	51,103	52,722	54,395	56,158	58,018	59,968
Land Administrator	61,493	63,645	65,873	68,179	70,564	73,035
Economic Development Officer	65,015	67,290	69,646	72,082	74,606	77,218
<b>RECREATION</b>						
Recreation Coordinator	58,020	59,968	62,020	64,168	66,415	68,793
Recreation Maintainer	46,243	47,540	49,241	50,846	52,544	54,319
Arena Labourer	43,850	45,187	46,590	48,061	49,609	51,229
<b>AIRPORT</b>						
Maintainer Driver Operator	no step	no step	no step	64,809	67,067	69,448
Airport Mechanic	no step	no step	no step	68,880	71,354	73,948
<b>ALCOHOL &amp; DRUG CENTRE</b>						
Alcohol & Drug Coordinator	51,103	52,722	54,395	56,158	58,018	59,968
Alcohol & Drug Worker	45,468	47,449	48,959	50,544	52,217	53,973
<b>BY-LAW OFFICER</b>	45,468	47,449	48,959	50,544	52,217	53,973
<b>MAINTENANCE</b>						
Municipal Mechanic	no step	no step	no step	68,880	71,354	73,948
Assistant Mechanic	52,590	54,268	56,029	57,888	59,834	61,879
Electrician	64,670	66,934	69,275	71,700	74,208	76,806
Heavy Equipment Operator	no step	no step	no step	64,809	67,067	69,448
Building Maintainer	no step	no step	no step	58,640	60,592	62,323
Driver: Water & Sewage	44,738	46,117	47,584	49,119	50,723	52,417
Driver: Garbage	44,738	46,117	47,584	49,119	50,723	52,417
Helper: Garbage	40,947	42,155	43,416	44,738	46,117	47,584
Helper: Garage	43,416	44,738	46,117	47,584	49,119	50,724
Custodial Worker	40,947	42,155	43,416	44,738	46,117	47,584

## **Memorandum of Understanding – Pension Plan Training / Information Sessions**

The Employer shall allow all employees of the Hamlet to attend one pension plan training / information session, facilitated by a pension specialist from the Northern Employees Benefit Services, during normal work hours.

The Employer shall coordinate and incur **all** costs associated with the training / information sessions. Sessions shall not be mandatory, but shall be made available to all employees over several days.

The training / information sessions shall be held during the month of April in 2006.

**SIGNED at Rankin Inlet, Nunavut on \_\_\_\_\_ by the parties:**

**Hamlet of Rankin Inlet**

**Public Service Alliance of Canada**

\_\_\_\_\_  
**John Hodgson, Senior  
Administrative Officer**

\_\_\_\_\_  
**Allen Irkootee, Member**

\_\_\_\_\_  
**Ron Roach, Councillor**

\_\_\_\_\_  
**Jackson Lindell, Member**

\_\_\_\_\_  
**Craig Collier, Councillor**

\_\_\_\_\_  
**Marilee Prues, Regional Representative**

\_\_\_\_\_  
**Jean-François Des Lauriers  
Regional Executive Vice-president  
For the North, P.S.A.C.**

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