

COLLECTIVE AGREEMENT

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AS REPRESENTED BY ITS AGENT

NUNAVUT EMPLOYEES UNION

AND

HAMLET OF REPULSE BAY

Effective: April 1, 2011
Expires: March 31, 2014

RECEIVED
NOV 09 2011

10492 (06)

Numerical Index

ARTICLE 1 - Purpose Of Agreement	2
ARTICLE 2 - Interpretation And Definitions.....	2
ARTICLE 3 - Recognition.....	4
ARTICLE 4 - Human Rights	5
ARTICLE 5 - Application.....	5
ARTICLE 6 - Strikes And Lockouts.....	6
ARTICLE 7 - Managerial Responsibilities.....	6
ARTICLE 8 - Outside Employment	6
ARTICLE 9 - Employer Directives.....	7
ARTICLE 10 - Alliance Access To Employer Premises	7
ARTICLE 11 - Appointment Of Representatives	7
ARTICLE 12 - Time Off For Alliance Business.....	7
ARTICLE 13 - Check Off.....	9
ARTICLE 14 - Information.....	10
ARTICLE 15 - Provision Of Bulletin Board Space And Other Facilities	10
ARTICLE 16 - Designated Paid Holidays.....	11
ARTICLE 17 - Leave - General.....	12
ARTICLE 18 - Vacation Leave.....	13
ARTICLE 19 - Special Leave.....	15
ARTICLE 20 - Sick Leave.....	17
ARTICLE 21 - Other Types Of Leave.....	18
ARTICLE 22 - Hours Of Work - General.....	24
ARTICLE 23 - Overtime	24
ARTICLE 24 - Pay.....	25
ARTICLE 25 - Technological Change	26
ARTICLE 26 - Duty Travel.....	26
ARTICLE 27 - Statement Of Duties.....	27
ARTICLE 28 - Employee Performance Review And Employee Files.....	27
ARTICLE 29 - Classification.....	28
ARTICLE 30 - Suspension And Discipline.....	28
ARTICLE 31 - Grievance and Arbitration.....	28
ARTICLE 32 - Labour/Management Committee.....	32
ARTICLE 33 - Health And Safety.....	32
ARTICLE 34 - Employment Assistance Program.....	32
ARTICLE 35 - Uniform Clothing Issue	35
ARTICLE 36 - Trades	35
ARTICLE 37 - Apprentices.....	36
ARTICLE 38 - Seniority.....	37
ARTICLE 39 - Vacancies, Job Posting, Promotions And Transfers.....	38
ARTICLE 40 - Term and Casual Employees	39
ARTICLE 41 - Civil Liability	39
ARTICLE 42 - Layoff And Recall.....	40
ARTICLE 43 - Contracting Out.....	40
ARTICLE 44 - Northern Allowance	40
ARTICLE 45 - Rates Of Pay.....	42
ARTICLE 46 - Benefits Plan.....	42
ARTICLE 47 - Storm Days.....	42
ARTICLE 48 - Contract Employees	42
ARTICLE 49 - Re-Opener Of Agreement And Mutual Discussions.....	43
ARTICLE 50 - Duration And Renewal	43
APPENDIX A - Hourly Rates of Pay	44

ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "Abandonment of position" occurs when, absent extenuating circumstances, an employee is absent for work and does not contact the Employer for a period of five (5) consecutive working days.
- (b) "Agreement" means this Collective Agreement.
- (c) "Alliance" means the Public Service Alliance of Canada.
- (d) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
- (e) "Bargaining Unit" means all employees of the Hamlet of Repulse Bay excluding the Senior Administrative Officer, and the Assistant Senior Administrative Officer.
- (f) "Casual Employee" means a person employed by the employer for work of a temporary nature.
- (g) "Continuous employment" and "Continuous Service" means uninterrupted service with the Hamlet and with reference to reappointment of a layoff his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed.
- (h) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (i) "Demotion" means the appointment of an employee for reasons of incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position.

- (j) "Dependant" means a person residing with the employee who is the employee's spouse (including common-law), child, stepchild, adopted child who is under nineteen years of age and dependent upon him/her for support or being nineteen years of age or more and dependent upon him/her by reason of mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him/her for support by reason of mental or physical infirmity.
- (k) "Double time" means twice the straight time.
- (l) "Employee" means a member of the bargaining unit.
- (m) "Employer" means the Hamlet of Repulse Bay.
- (n) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (o) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to the Employer, or the Employer submits to the President of the Union to be processed through the grievance procedure.
- (p) "Hamlet" and "Hamlet Council" means the Hamlet of Repulse Bay.
- (q) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.
- (r) "Layoff" means an employee whose employment has been terminated because of lack of work, lack of funding, or discontinuance of a function.
- (s) "Leave of Absence" means absence from duty with the Employer's permission.
- (t) "Manager" means the Senior Administrative Officer.
- (u) "May" shall be regarded as permissive and "Shall" and "Will" as imperative
- (v) "Membership Fees" means the fees established pursuant to the By-Laws of the Public Service Alliance of Canada as the fees payable by the members of the Bargaining Unit and shall not include any initiation fee, insurance premium or any other levy.
- (w) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position.
- (x) "Part Time Employee" means an employee who has been appointed to a position for which the hours of work on a continuing basis are less than the standard work day or work week.
- (y) "Probation" means a period of 6 (*six*) months from the day upon which an employee is first appointed to the Hamlet or *six* (6) months on promotion or transfer.

- (z) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.
- (aa) "Rates of Pay"
 - (i) "daily rate of pay" means an employees hourly rate of pay, as set out in Appendix A, multiplied by the employee regular daily hours of work;
 - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five;
- (bb) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (cc) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (dd) "Straight time rate" means the hourly rate of remuneration.
- (ee) "Time and one-half" means one and one-half times the straight time rate.
- (ff) "Union" means the Public Service Alliance of Canada as represented by its agent Nunavut Employees Union.
- (gg) "Week" for the purposes of this Agreement shall be deemed to commence at 12 midnight on Sunday and terminate at 12 midnight on the following Sunday.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) **if** defined in the Labour Standards Act or in the Regulations made thereunder, have the same meaning as given to them in that Act; and,
- (b) if defined in the Interpretation Act, but not defined in the Act mentioned in paragraph (a), have the same meaning as given to them in the Interpretation Act.

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

ARTICLE 3 - RECOGNITION

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

3.02 The Employer will advise prospective employees that the Hamlet of Repulse Bay is a unionized work place.

ARTICLE 4 - HUMAN RIGHTS

Discrimination

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

Freedom from Workplace Violence

- 4.02 "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, abuse of authority, intimidation and intrusive behaviours of a physical or emotional nature.
- 4.03 Every employee is entitled to employment free of workplace violence.
- 4.04 The Employer **will** make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 4.05 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.
- 4.06 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 workplace violence.
- 4.07 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.
- 4.08 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.
- 4.09 The Employer shall, after consulting with the Labour Management Committee, 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 5 - APPLICATION

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

Future Legislation

- 5.02 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 reopened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute of equal value for the annulled or altered provision. Any dispute arising from such negotiations may be referred to arbitration by either party.

Conflict of Provisions

- 5.03 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 5 - STRIKES AND LOCKOUTS

- 6.01 There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slowdown, or any other interference with production by any employee or employees during the life of this Agreement.
- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sitdown, slowdown, or any other interference with production during the life of this Agreement, may be disciplined by the Employer.

ARTICLE 7 - MANAGERIAL RESPONSIBILITIES

- 7.01 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this Agreement.

ARTICLE 8 - OUTSIDE EMPLOYMENT

- 8.01 Subject to clause 8.02, an employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Hamlet.
- 8.02 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 Repulse Bay personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

ARTICLE 9 - EMPLOYER POLICIES

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

ARTICLE 10 - ALLIANCE 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. Permission to enter the Employer's premises shall not be unreasonably denied.

ARTICLE 11 - APPOINTMENT OF REPRESENTATIVES

11.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the name of its representative and alternates within a reasonable period.

ARTICLE 12 - TIME OFF FOR ALLIANCE BUSINESS

Conciliation or Arbitration Hearings (Disputes)

12.01 The Employer will grant leave with pay to one (1) employee representing the Union before a Conciliation or Arbitration Board hearing;

Employee called as a Witness

12.02 The Employer **will** grant leave with pay **to** an employee called as a witness before a Conciliation or Arbitration Board hearing and where operational requirements permit, leave with pay to an employee called as a witness by the Union.

Arbitration Hearing (Grievance)

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

Employee who acts as a Representative

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

Wit n

12.05 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.

12.06 Where an employee and his representative are involved in the process of his grievance and where operational requirements permit, he or they shall be granted reasonable time off.

(a) when the discussions take place in the Hamlet of Repulse Bay, leave with pay, and;

(b) when the discussions take place outside the Hamlet of Repulse Bay, leave without pay.

Contract Negotiations Meetings

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

Preparatory Contract Negotiations Meetings

12.08 When operational requirements permit, the Employer will grant leave with pay for two (2) employees to attend a reasonable number of preparatory negotiations meetings.

Meetings Between Employee Organizations and Management

12.09 When operational requirements permit, the Employer **will** grant time off with pay to ~~two~~ (2) employees who are meeting with management on behalf of the Union.

Employee Organization Executive Council Meetings, Congress and Conventions

12.10 When operational requirements permit, the Employer will grant reasonable leave with pay to a reasonable number of employees to attend executive council meetings and conventions of the Public Service Alliance, Nunavut Employees Union, the Canadian Labour Congress and Northern Territories Federation of Labour.

Representatives Training Course

12.11 When operational requirements permit, the Employer will grant reasonable leave with pay to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

Time Off for Representatives

12.12 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.

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

12.14 When operational requirements permit, and upon reasonable notice, the Employer will grant leave with pay for one (1) employee:

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

(b) to present briefs to commissions, boards and hearings that are mandated by Territorial legislation or the Federal Government.

Leave for Elected Officers

12.15 Employees elected to the positions of President, First Vice-president, Second Vice-President, Regional Vice-president of Nunavut Employees Union, or PSAC National Director for the North shall be granted a leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.

- 12.16** The Employer shall continue to pay employees on leave under Clauses **12.10**, **12.11**, **12.14** or **12.15**, their applicable salary in accordance with the terms of the Agreement. Upon invoice by the Hamlet, the Union shall reimburse the Employer for the amounts paid.
- 12.17** The benefits of the bargaining unit shall be extended to employees on leave under Clause **12.15** and the Union will reimburse the Employer for such costs involved.
- 12.18** Employees on leave under Clause **12.15** shall be entitled to an increment for each year of their leave of absence to a maximum of their applicable salary.
- 12.19** Employees on leave under Clause **12.15** shall advise the Employer as soon as possible when an extension to their leave of absence is applicable due to re-election.
- 12.20** Upon termination of their leave of absence, employees on leave under Clause **12.15** shall be offered as a minimum the position they held with the Employer before they commenced the leave of absence. When such employees wish to invoke this clause of the Agreement, they shall provide the Employer with a three (3) month notice of their intent to do so.
- 12.21** Notwithstanding Clause **12.16**, the Employer may offer an employee, on leave under Clause **12.15**, a Bargaining Unit position provided that such employee bids on a competition and is the successful candidate.
- 12.22** Employees on leave under Clause **12.15** shall not accumulate seniority while on leave without pay.
- 12.23** Upon reasonable notification, the Employer shall grant leave without pay to the Union representative seconded for a minimum period of one week to serve as President of *the* Union on a temporary basis.

ARTICLE 13 - FEE DEDUCTION

- 13.01** The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 13.02** The Union shall inform the Employer in writing of the Membership Fees to be checked off for each employee within the Bargaining Unit.
- 13.03** For the purpose of applying Clause **13.01**, deductions from pay for each employee will occur on a biweekly basis.
- 13.04** No employee organization, other than the Union, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.05** The amounts deducted in accordance with Clause **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 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.

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

ARTICLE 14 - INFORMATION

14.01 The Employer agrees to provide the Union within ~~thirty~~ (30) days of any change occurring in the Bargaining Unit, with the name, address, job classification, rate of pay, social insurance number and employment status of all employees in the Bargaining Unit.

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

14.02 1 The Employer shall provide separate listings for employees who are normally scheduled to work full time (including term, casual and/or seasonal employees) and for employees who are normally scheduled to work less than full time, that is fewer than the regular hour per day or days per week.

Collective Agreements

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

14.04 The Employer and the Union shall equally share in the cost of the translation of this Agreement into Inuktitut. The cost involved in this translation shall be limited to the cost of adapting as appropriate a previously translated agreement. Both parties will mutually agree on translation costs before work proceeds. The Employer agrees to cooperate with the Union in identifying available qualified translators.

14.05 In the case of any dispute between the versions of this Agreement the English version shall govern.

14.06 The Employer and the Union will share equally all costs associated with the publication and distribution of this Agreement. The Union will facilitate the publication and distribution of this Agreement.

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 elections, appointments, meeting dates, news items and social and recreational affairs.

15.02 The Employer shall make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.

15.03 Upon reasonable notice and when the space is available the Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room for each local or branch to be used from time to time for the conducting of business relating to the Bargaining Unit.

ARTICLE 16 - DESIGNATED PAID HOLIDAYS

16.01 The following days are “Designated Paid Holiday” for employees covered by this Agreement:

- (a) New Year’s Day
- (b) Nunavut Day
- (c) Good Friday
- (d) Easter Monday
- (e) The Queen’s birthday
- (f) Canada Day
- (g) The first Monday in August, or another day fixed by order of the Commissioner of Nunavut
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day
- (m) One additional day when proclaimed by an Act of Parliament as a National Holiday
- (n) one or more additional days when proclaimed by the Hamlet Council of Repulse Bay.

(2) Where the Commissioner of Nunavut agrees to provide the majority of employees in any community with **time** off in support of a community *function*, those employees who are unable to take advantage of the time off because of operational requirements, will be paid at the overtime rate for hours worked during that period.

(3) Clause 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Hamlet Council of Repulse Bay.

Holiday Falling on a Day of Rest

16.02 When a day designated as a Designated Paid Holiday under Clause 16.01 coincides with an employee’s day of rest, the Designated Paid Holiday shall be moved to the employee’s first working day following his day of rest.

16.03 When a day designated as a Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 16.02:

- (a) work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest and
- (b) work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.

- 16.04 When the Employer requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid in addition to the pay that he would have been granted had he not worked on the Designated Paid Holiday at time and one half (1½ X) for the first four (4) hours and double time (2X) for all hours worked thereafter.
- (a) An employee may request and be granted time off in lieu of pay at the appropriate rate for (a) above.
- 16.05 Where a day that is a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.
- 16.06 At the request of the employee, and where the operational requirements of the Hamlet permit, an employee shall not be required to work both Christmas and New Year's Day. An employee shall not have such a request denied in two (2) consecutive years.

ARTICLE 17 - LEAVE - GENERAL

- 17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated the employee shall be considered to have earned that amount of leave with pay granted to him provided that:
- (a) an employee's employment is terminated by his death;
- (b) an employee's employment is terminated by layoff.
- 17.02 During the month of April in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick, and vacation leave credits as of the 31st day of March.
- 17.03 Time off in lieu of overtime may only be taken at a time mutually agreeable to the employee and the Employer.
- 17.04 For the purpose of leave or time off, operational requirements are deemed to exist when:
- (a) the absence of the employee will prevent a deadline to be met because the employee cannot readily be replaced, or
- (b) the absence of the employee will cause an interruption or reduction of a service or activity which is necessary for the continued operations of the Employer.
- 17.05 An employee who is on leave of absence without pay is not entitled to receive any pay, benefits or allowances for the period of leave without pay, unless this Agreement specifically provides otherwise.
- 17.06 Employees who apply for leave under Articles 18, 21.06, 21.06(a), 21.09, 21.22 or 21.23 must apply for this leave five (5) business days in advance of the commencement of the leave.

ARTICLE 18 - VACATION LEAVE

Accumulation of Vacation Leave

- 18.01 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 (2nd) year of service is completed. (three (3) weeks per year).
 - (b) one and two-thirds ($1\frac{2}{3}$) days each month (4 weeks per year) commencing in the month after completion of two (2) years of continuous service and ending in the month that nine (9) years of continuous service is completed.
 - (c) two and one-twelfth ($2\frac{1}{12}$) days each month (5 weeks per year) commencing in the month after completion of nine (9) years of continuous employment and ending in the month that sixteen (16) years of service is completed.
 - (d) two and one-half (2%) days each month (6 weeks per year) commencing in the month after completion of sixteen (16) years of continuous employment.

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

18.03 Part time employees shall be paid four (4), six (6), eight (8), ten (10), or twelve (12) percent of their total earnings in the fiscal year in accordance with their accumulated service in lieu of vacation leave to which they would otherwise be entitled.

Granting of Vacation Leave

18.04 The Employer shall grant vacation leave at times convenient to both the Employer and the employee.

Effective October 1, 2011, clause 18.05 shall be deleted from the agreement.

18.05 An employee shall continue to receive settlement allowance while on vacation leave.

18.06 The Employer shall make every reasonable effort to reply to the request for vacation leave submitted by the employee within five (5) days after the request has been received in writing. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such denial of vacation leave.

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

- (a) is granted special leave with pay, when there is a death in his immediate family as defined in Clause 19.02; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Clause 19.02; 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.

Carry Over Provisions

18.08 Employees are not permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of March.

Leave when Employment Terminates

18.09 Where an employee dies or otherwise terminates his employment:

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

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

18.10 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Clause 18.09. If after reasonable efforts the Employer is unable to locate the employee within six (6) months of termination, his entitlement shall lapse.

Effective October 1, 2011, clauses 18.11 through 18.15 inclusive shall be deleted from the agreement.

Vacation Travel Assistance

18.11 Employees, who have completed six months of continuous employment, travelling on vacation leave are entitled to transportation assistance, as follows:

Employee	\$1200
Employee's spouse or first dependent	\$1100
Employee's child	\$550 per child

Effective April 1, 2008, the amounts of transportation assistance shall be:

Employee	\$1400
Employee's spouse or first dependent	\$1300
Employee's child	\$600 per child

18.12 The maximum Vacation Travel Assistance shall be four thousand five hundred dollars (\$4,500)

18.13 Where the spouse of an employee is receiving any transportation assistance from his or her employer, the employee shall be treated as if he or she is a single person.

18.14 Application for travel assistance must be applied for a minimum of fourteen (14) days prior to the travel date.

18.15 Part time employees shall receive pro-rated vacation travel assistance.

Travel Time

18.16 Each employee upon taking vacation leave shall be entitled to ~~two~~ (2) days leave for travel purposes once per year.

Winter Bonus

18.17 An employee will receive one (1) additional day of vacation leave with pay for each period of five (5) vacation days liquidated between the dates of October 1 and March 31.

ARTICLE 19 - SPECIAL LEAVE

Credits

19.01 An employee shall earn special leave credits up to a maximum of twenty (20) days at the following rates:

(a) one-half day for each calendar month in which he received pay for at least ten (10) days, or

(b) one-quarter day for each calendar month in which he received pay for less than ten (10) days.

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

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

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

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

(b) when an employee is to be married.

19.04 The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days:

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

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

- (c) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
 - (i) serious household or domestic emergencies;
 - (ii) extreme weather conditions or delay of the aircraft if the employee makes every reasonable effort to report for duty.
 - (iii) serious community emergencies, where the employee is required to render assistance.
- (d) in the event of the death of the employee's aunt, uncle niece, nephew;
- (e) in circumstances which are of general value to the Hamlet, such as where the employee:
 - (i) takes an examination which will improve his position or qualifications in the Hamlet;
 - (ii) attends a course in civil defence training or Reserve Forces training including Canadian Arctic Rangers (notwithstanding the first paragraph of 19.04, leave under this sub-clause may be for up to eight (8) days);
 - (iii) requires a medical examination for enlistment in the Canadian Forces or in connection with a veteran's treatment program.
- (f) for an employee to attend court sessions when a dependent is required to attend.

19.05 (a) Special leave in excess of five (5) consecutive working days for the purposes enumerated in Clause 19.03 may be granted by the Manager.

(b) For leave where there is a death in the family (clauses 19.03 (a) or 19.04 (d)), an additional three (3) days special leave may be granted in circumstances where extensive travel is required.

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

Advance of Credits

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

19.08 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

19.09 Where applications are at the discretion of the Employer, special leave requests shall not be unreasonably denied.

ARTICLE 20 - SICK LEAVE

Credits

- 20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which he receives pay for at least ten (10) days. The maximum number of sick leave credits that can be earned after December 1999 is sixty (60) days. Employees that have more than sixty (60) days of sick leave credits before August 2011 will continue to hold their credits and not earn further credits until their sick leave reserve goes below sixty (60) days.
- 20.02 Subject to the remainder of this Article, all absences on account of illness on a normal working day shall be charged against an employee's accumulated sick leave credits except:
- (a) When the period of absence is two hours or less there shall be no charge
 - (b) When the period of absence is more than two hours the actual time shall be charged.
- 20.03 Unless otherwise informed by the Employer, an employee must sign the statement stating that because of an 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 sick leave of more than nine (9) days wholly on the basis of statements signed by him.
- 20.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his duties due to illness:
- (a) for sick leave in excess of three (3) working days;
 - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave of nine (9) days wholly on the basis of the statements signed by him.
- 20.05 Where leave of absence without pay is authorized for any reason, or an employee is laid off because of lack of work, and the employee returns to work upon expiration of such leave of absence or layoff, he shall earn sick leave credits for each month in which he worked at least 10 days and shall retain any unused sick leave existing at the time of layoff or commencement of leave without pay.
- 20.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he shall be granted sick leave in advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

- 20.07 An employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension.
- 20.08 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 Travel Time

- 20.09 Every employee who is proceeding to a medical centre shall be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to a medical centre and return.
- 20.10 Employees shall be permitted to use their sick leave credits in the event of illness or **injury** to a spouse or child where the presence of the employee is necessary. This entitlement is limited to **two** (2) days per occurrence.
- 20.11 The Hamlet will consider requests from employees for reasonable transportation, accommodation and other related expenses when an employee requires a second medical opinion and such costs are not covered by any other source.

Wellness Reward

- 20.12 An employee shall be granted one (1) day leave with pay if no sick leave has been used in a year.
- 20.13 Employees who are eligible to apply for Short-Term Disability or Long-Term Disability shall apply for these benefits as soon as they become eligible to do so. Employees shall not be entitled to sick leave benefits when they are eligible for Short-Term Disability or Long-Term Disability benefits.

ARTICLE 21 - OTHER TYPES OF LEAVE

Court Leave

- 21.01 Subject to (c) below leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required
- (a) for jury selection or to serve on a jury; 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 his position;
 - (iv) before a Legislative Council, Legislative Assembly or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;

(v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

(c) Notwithstanding anything contained in this article, there shall be deducted from the regular pay of the employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

Injury on Duty Leave

21.02 An employee shall be granted injury on duty leave with pay to a maximum of either special leave credits or sick credits he has accumulated, but not both, where it is determined by a Worker's Compensation Board that he is unable to perform his duties because of:

(a) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct; or

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

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

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

21.03 While the parties are awaiting the decision of the Workers' Safety and Compensation Commission 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.

21.04 The appropriate rate of liquidation of injury on duty leave after an award by the Workers' Safety and Compensation Commission shall be equal to the difference between the employee's regular wages and the compensation received from the Workers' Safety and Compensation Commission, i.e., if $\frac{2}{3}$ of the employee's regular wage is received from the Workers' Safety and Compensation Commission, the amount of leave liquidated for one day's injury on duty leave shall be $\frac{1}{3}$ day.

Quarantine

21.05 Employees shall be granted leave with pay for time lost through quarantine when the employee provides the Employer with a medical certificate to that effect.

Casual Leave

21.06 Employees shall be granted casual leave with pay to a maximum of two (2) hours for the following purposes:

Medical, Dental and Legal Appointments

(a) Whenever it is necessary for an employee to attend upon or to escort a dependent to a doctor, nurse, dentist, lawyer, or school during working hours he may be granted casual leave for these purpose

Other Casual Leave

(b) The Manager may grant an employee casual leave for other purposes of a special of unusual nature.

21.07 Upon presentation of appropriate documentation employees may be granted casual leave with pay to a maximum of one/half day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups.

21.08 Such other casual leave shall not be unreasonably denied.

Leave Without Pay For Personal Reasons

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

Pregnancy Leave

21.10 An employee who has completed *six (6)* months of continuous employment and who becomes pregnant shall notify the Employer of her pregnancy at least four **(4)** weeks prior to the expected date of termination of her pregnancy and, subject to Clause 21.11, shall, eleven (11) weeks before the expected date of termination of her pregnancy be granted leave without pay for a period of fifty ~~two~~ (52) weeks.

21.11 An employee who becomes pregnant shall be granted seventeen **(17)** consecutive weeks pregnancy leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four **(4)** weeks before the day on which the employee expects to commence her leave. At the employee's request the Employer shall give her, within one week of her request, a clear understandable information package about pregnancy leave requirements and benefits.

21.12 The Employer may:

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

21.13 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

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

Pregnancy Leave Allowance

21.15 After completion of *six* (6) months of 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 pregnancy leave allowance.

21.16 A recipient under Article 21.15 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 pregnancy leave, unless this date is modified with the Employer's consent.

21.17 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 21.16, the employee recognizes that she is indebted to the Employer for the amount received as pregnancy 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.

21.18 No employee shall be laid off, transferred or relocated while on, or within *six* (6) months of her return, from pregnancy leave without the consent of the employee, the Employer and the Union.

21.19 In respect **of** the period of pregnancy leave, payments of pregnancy 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 21.19(a) shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the pregnancy leave.

(ii) for a part-time employee the weekly rate of pay referred to in Article 21.19(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 pregnancy 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 21.19(a), the payments shall be adjusted accordingly.

Other Benefits During Leave

21.20

- (a) An employee returning to work from maternity leave retains her leave 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 sick leave or Short Term Disability as applicable.

Adoption Leave

21.21 The provisions of Clause 21.10 shall apply to cases of adoption leave, however the period of adoption leave without pay shall be thirty (30) weeks. Both male and female employees shall be entitled to adoption leave without pay.

Child Care Leave Without Pay

21.22 Subject to Clause 21.23, where an employee has or will have the actual care and custody of a newborn child, that employee is entitled to and shall be granted a leave of absence without pay of up to thirty-seven (37) weeks, commencing as the employee elects:

(a) In the case of a female employee:

- (i) On the expiration of any leave of absence from employment taken by her under the maternity leave provisions of this Agreement;
- (ii) on the day the child is born; or
- (iii) on the day the child comes into her actual care and custody.

(b) In the case of a male employee:

- (i) On the expiration of any leave of absence taken in respect of the child by the mother during and after her pregnancy;
- (ii) on the day the child is born; or
- (iii) on the day the child comes into her actual care and custody.

(c) Subject to Clause 21.23, where an employee commences legal proceedings to adopt a child or obtain an order under the law for the adoption of a child, that employee is entitled to and shall be granted a leave of absence without pay up to thirty-seven (37) weeks, commencing on the day the child comes into the employee's care.

21.23 Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave or adoption leave shall not exceed a total of fifty-two (52) weeks.

Leave for Hunting

21.24 Subject to operational requirements, leave without pay, to a maximum of three (3) working days per fiscal year, may be granted on very short notice to an employee in order to meet traditional hunting or harvesting needs. Such leave shall not be unreasonably denied.

Compassionate Care Leave

- 21.25 (a) Both parties recognize the importance of access to compassionate care leave to provide care and support to a gravely ill family member who has a significant risk of death.
- (b) For the purpose of this Article, the definition of “family member” under the provisions of compassionate care leave in the *Nunavut Labour Standards Act* shall 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) Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.
- (f) Leave granted under this Clause shall be counted for the calculation of “continuous employment”.
- (g) A certificate from a medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

ARTICLE 22 - HOURS OF WORK - GENERAL

- 22.01 The normal work week shall be Monday to Friday inclusive, with a scheduled work day of either seven and one half (7.5) or eight (8) consecutive hours as is appropriate, exclusive of a lunch period.
- 22.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about midmorning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid-afternoon. An employee may absent himself from his place of work during such rest periods, but for each such rest period shall not be absent with pay from his place of work for more than fifteen (15) minutes.
- 22.03 A specified meal period of one hour's duration shall be scheduled as close to the midpoint of the work day as possible. The Employer **will** make every effort to arrange meal periods at times convenient to the employees.

ARTICLE 23 - OVERTIME

- 23.01 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 23.02 Subject to operational requirements the Employer shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
 - (b) to give employees who are required to work overtime reasonable advance notice of this requirement.
- 23.03 An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b) and (c).
- (a) Overtime work shall be compensated at time and one half for the first four hours of overtime worked and at double time for hours worked in excess of four hours, and at
 - (b) Double time (2X) for all time worked on the second day of rest.
- 23.04 Where an employee is required to work three (3) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of operational requirements, the employee is not permitted to leave his place of work, the Employer **will** either provide the employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel Article (35.01).
- 23.05 An employee may request and be granted time off in lieu of pay at the appropriate rate for overtime compensation earned in clause 23.03.

ARTICLE 24 - PAY

24.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the rates of pay specified in Appendix A – Hourly Rates of Pay.

24.02 Employees shall be paid on a biweekly basis with pay days being every second Thursday.

24.03 The Employer shall offer each employee the option of receiving his/her pay by direct deposit at the bank of the employee's choice and shall provide the employee with a statement of his/her earnings.

24.04 Employees who have earned overtime compensation, other than time off in lieu, or any other extra allowances in addition to their regular pay, shall receive such remuneration in the pay period when such compensation was earned.

When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

Acting Pay

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

Salary Increases

24.06 The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed or ratified whichever comes first and not later than the month in which any subsequent salary increases become effective.

24.07 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the month following the month in which the Agreement is signed or ratified whichever comes first.

Call Back and Reporting Pay

24.08 When an employee:

- (a) is directed to report for work outside his/her regularly scheduled hours; or
- (b) is recalled to a place of work for a specific duty; or
- (c) reports to work on his/her regularly scheduled shift and there is insufficient work available,

s/he shall be paid the greater of:

- (i) Compensation at the appropriate overtime rate; or
- (ii) Compensation equivalent to four (4) hours pay at the straight time rate.

Compensation for call back or reporting shall be made in cash or compensatory leave, as is desired by the employee.

ARTICLE 25 - TECHNOLOGICAL CHANGE

25.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.

With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than four **(4)** months' notice to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.

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

ARTICLE 26 - DUTY TRAVEL

26.01 An employee who is authorized to travel on Hamlet business will be reimbursed as per the Hamlet Travel Expense policy, in effect at the time. The Policy may be updated from time to time.

Pay for travel on behalf of the Employer

26.02 Where an employee is required to travel on behalf of the Employer, he shall be paid:

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

(b) when the travel occurs on a Saturday or Sunday or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four **(4)** hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.

26.03 For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, **as** well as a one (1) hour checkout 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.

26.04 The Employer will make every reasonable effort to restrict travel that requires absence from home beyond a period which includes **two** (2) weekends.

26.05 Where an employee is absent from home on a designated paid holiday or Saturday or Sunday and does not work, he shall receive cash payment at time and one-half (1%) his rate of pay or be granted the equivalent leave with pay.

26.06 The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades school.

ARTICLE 27 - JOB DESCRIPTIONS

27.01 When an employee is first hired the Employer shall, provide the employee with a written Job Description

- 27.02 Upon written request, an employee shall be entitled to a complete and current job description and responsibilities including the position's classification level and the point rating allotted by factor where applicable.

ARTICLE 28 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

28.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 31 to correct any inaccuracies in his performance appraisal.

28.02 The formal review of an employee's Performance shall also incorporate an opportunity for the employee to state his career development goals and that every effort be made to develop the career potentials of each individual through in-service training, retraining, or any **other** facets of career development which may be available.

28.03 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 of, by the provision of a copy thereof at the time of filing or within reasonable time thereafter.

28.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after **two** (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

28.05 Upon written request of an employee, the personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Hamlet and the Union.

28.06 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated or have input from another person who has so observed the employee.

28.07 Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a representative of the union in attendance. The Employer must advise the employee in advance, of any disciplinary meeting.

ARTICLE 29 - CLASSIFICATION

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

29.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his job description before he files a grievance.

ARTICLE 30 - DISCHARGE AND DISCIPLINE

30.01 When an employee is to be disciplined, the Employer shall notify the employee at a meeting. Prior to the meeting, the Employer will notify the employee of his right to have a Shop Steward or other employee of the employee's choice in attendance. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself against it.

30.02 The Employer shall notify the appropriate Union representative when discipline occurs.

Just Cause

30.03 No employee shall be subject to discharge or discipline except for just cause.

Cooling Off Period – 3 Working Days

30.04 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 three (3) working days. Should the Employer refuse to allow the employee to return to work, the termination shall be regarded as a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge.

ARTICLE 31 - GRIEVANCE AND ARBITRATION

31.01 The Hamlet and the Union recognize that grievances may arise in each of the following circumstances:

(a) by the interpretation or application of:

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

(ii) a provision of this Agreement;

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

(c) dismissal from the Hamlet;

(d) letters of discipline placed on personnel file.

31.02 The procedure for the final resolution of the grievances listed in Clause 31.01 above is to Arbitration.

31.03 The Union shall have the right to initiate and present a grievance on matters relating to the application or interpretation of this Agreement and on matters relating to health and safety to any level of management specified in the grievance procedure, on behalf of one or more members of the Union.

Representation

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

31.05 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.

31.06 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.**

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

31.08 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Hamlet and the Union.

Procedure

31.09 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Manager who shall:

(a) forward the grievance to the representative of the Hamlet 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.

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

- (a) First Level (Senior Administrative Officer)
- (b) Second Level (Hamlet of Repulse Bay Council)
- (c) Final Level (Arbitration)

31.11 A grievance of an employee or the Union shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Hamlet of Repulse Bay.

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

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

31.14 An Employer grievance shall be submitted to the Union, directly to the President of the Union, and shall be referable to arbitration under Clause 31.20.

Time Limits

31.15 An employee may present a grievance to the first level of the grievance procedure as set out in Clause 31.10 within twenty-five (25) calendar days.

31.16 The Employer shall reply in writing to a grievance within twenty five (25) calendar days at level 1, within ~~thirty~~ (30) calendar days at level 2.

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

(a) where the decision or settlement is not satisfactory to the grievor, within twenty five (25) calendar days after that decision or settlement has been conveyed in writing to him by the Hamlet; or

(b) where the Hamlet has not conveyed a decision to the grievor within the time set out in Clause 31.16 within twenty five (25) calendar days after the day the reply was due.

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

Dismissal

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

Arbitration

- 31.20 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his desire to submit the difference or allegation to arbitration.
- 31.21 Within four (4) days of a reference to Arbitration, the Labour/Management Committee shall meet and attempt to resolve the dispute.
- 31.22 The parties agree that arbitration referred to in Clause 31.20 shall be by a single arbitrator.
- 31.23 If an arbitrator selected is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period. Such time limit may be extended by mutual agreement.
- 31.24 The arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, in addition to any powers which are contained in this Agreement.
- 31.25 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 31.26 The award of the arbitrator shall be signed by him and copies shall be transmitted to the parties to the dispute.
- 31.27 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.
- 31.28 The Hamlet and the **Union** shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its **own** expenses of every such arbitration:
- 31.29 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of fourteen (14) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Federal Court of Canada, a copy of the decision, whereupon the decision may be entered in the same way as a judgement or an order of that court and may be enforceable as such.
- 31.30 In addition to the powers granted to arbitrators, under Section 13 of the *Arbitration Act*, the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
- (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

ARTICLE 32 - LABOUR/ MANAGEMENT COMMITTEE

- 32.01 A Labour/Management Committee will be formed to consult on matters of safety and health, the translation of this Agreement, and other matters of mutual interest.
- 32.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 32.03 The Committee **will** meet once each month at a pre-established time, and at other times at the request of either party. The role of Chairman will alternate between the Employer and the Union.

Other Matters

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

ARTICLE 33 - HEALTH AND SAFETY

- 33.01 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.
- 33.02 In matters of safety and health, the Committee will follow the following provisions:
 - (a) The Employer shall post the names of the Committee members in a prominent place.
 - (b) Committee members shall perform the necessary duties of investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal.
 - (c) The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
 - (d) The Employer shall ensure that first aid kits are provided and are readily accessible at all times. Said first aid kits shall be kept well stocked at all times.
 - (e) The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

T an _____

- (f) 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.
- (g) Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, chosen by the employee, the examination will be conducted at no expense to the employee.

An employee will be granted leave with pay to attend the examination.

Workplace Environmental Protection

- (h) The Employer and the Committee shall ensure that the necessary instruments for measuring the quality of the work environment are available when required, and that the results are acted upon appropriately, in order to correct any problems identified by said tests and/or measurement.

Toxic Hazardous Substances

- (i) Where toxic or suspected and/or confirmed carcinogenic chemicals or substances are identified as being present in the workplace, the Committee shall:
 - (i) Remove and/or substitute chemicals or substances in the work procedure; or
 - (ii) Introduce engineering controls to provide complete isolation between said chemicals and/or substances and the worker(s); and
 - (iii) Maintain ongoing monitoring of the workplace.
 - (iv) Where a dangerous substance can not be removed or replaced, a notice indicating that a danger exists shall be posted.

Protective Clothing and Equipment

- (j) The Employer shall ensure that all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions are provided and maintained at no cost to the employee.

Workplace Hazardous Material Information System (WHMIS)

- (k) The Employer shall identify in writing 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. Workplace shall include third party premises.

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

33.03

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

Information and Investigations Concerning Health Hazards and Work Injuries

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

Provision of Legislation or Employer's Policies

- (i) The Employer shall make available a copy of the Safety Act and regulations.

Right to Refuse Dangerous Work

- (c) An employee shall have the right to refuse to work in dangerous situations.
- (d) 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 Nunavut Safety Officer has investigated the matter and advised him otherwise.
- (e) 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 (c) above. No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

ARTICLE 34 - EMPLOYMENT ASSISTANCE PROGRAM

34.01 The purpose of this article is to outline the Employer's program in relation to employees whose use of alcohol or drugs is interfering with satisfactory work performance. Nothing in the program negates or replaces the effects of policies or laws on intoxication during working hours, or the use of alcohol or drugs on work premises.

34.02 An Employee Assistance Program is established and the following provisions apply:

- (a) that alcohol and drug addictions are medical disorders, and
- (b) that an employee should be encouraged to remedy a disorder due to an addiction, and
- (c) that benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such a time that he/she seeks to correct this disorder, and

- (d) that the decision to undertake treatment is the responsibility of the employee, and
- (e) that the decision to seek treatment **will** not affect job security, and
- (f) that matters pertaining to an individual seeking advice or treatment will be strictly confidential.
- (g) the Employer is not qualified to, and **will** not be expected to make any determinations with respect to an employee's medical disorder.

ARTICLE 35 - UNIFORM CLOTHING ISSUE

35.01 Where an employee's work is of a nature where health and cleanliness must be maintained or where special identification **will** aid in the effective performance of duties and in meeting particular program objectives, the Hamlet of Repulse Bay will provide uniform clothing free of charge to employees.

35.02 Uniform Clothing Issue is defined as items of wearing apparel, maintained at an acceptable standard at the employee's expense, generally consisting of:

- (a) summer coveralls on a replacement basis;
- (b) winter coveralls on a replacement basis;
- (c) leather summer gloves on a replacement basis;
- (d) winter leather insulated gloves on a replacement basis;
- (e) **two (2) pairs** of winter mitts.

35.03 The Hamlet **will** cover the reimbursement of up to **two** hundred dollars (\$200.00) per year per employee for safety boots upon the provision of a receipt.

35.04 Uniform Clothing Issues provided free of charge to employees and replaced free of charge under prescribed conditions **will** be considered items of Hamlet of Repulse Bay property.

Terms and Conditions of Uniform Clothing Issue

35.05 Uniform Clothing Issues are to be worn only when employees are on duty.

35.06 The responsibility of maintaining Uniform Clothing Issues clean and in good repair rests with employees.

35.07 Loss of, or damage through negligence, to Uniform Clothing Issues will result in an assessed charge to the employee.

ARTICLE 36 - TRADES

Wash Up Time

36.01 Trades and Municipal Services employees shall be permitted paid wash up time to a maximum of ten (10) minutes at the conclusion of the day. 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

36.02 Where the following articles are required by the Employer or the Workers' Safety and Compensation Commission:

- (a) Hard hats
- (b) Aprons
- (c) Welding goggles
- (d) Dust protection
- (e) Eye protection, except prescription lenses
- (f) Ear protection

The Employer shall supply employees with the articles of equipment as required.

36.03 When the following articles are required by the Employer or the Workers' Safety and Compensation Commission, the Employer shall replace these articles as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:

- (a) Hard hats
- (b) Aprons
- (c) Welding goggles
- (d) Dust protection
- (e) Eye protection, excluding safety prescription glasses
- (f) Ear protection

Adverse Weather Conditions

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

36.05 Employees who are required to work in emergency conditions as per Article 36.04, shall be compensated at the rate of double time (2X) for all time worked.

ARTICLE 37 - APPRENTICES

37.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Hamlet of Repulse Bay:

- (a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all Apprentices employed by the Hamlet of Repulse Bay. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the *Apprenticeship, Trade and Occupations Certification Act*.
- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.

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

Four Year Training Programs

Year 0-1	55%
Year 1	60%
Year 2	70%
Year 3	80%
Year 4	90%

Three Year Training Programs

Year 0-1	55%
Year 1	65%
Year 2	75%
Year 3	85%

Two Year Training Programs

Year 0-1	55%
Year 1	70%
Year 2	85%

(e) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Agreement while the apprentice is working for the Employer, but not while the apprentice is attending trade courses, or while travelling to or from trade courses.

(f) 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.

37.02 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 with the Hamlet of Repulse Bay.

ARTICLE 38 - SENIORITY

38.01 Seniority is defined as length of service with the employer and shall be applied on a bargaining unit wide basis. Seniority shall be a prime factor applied in determining preference for promotions, transfers, layoff and recall.

38.02 A newly hired employee shall be on probation for a period defined in Clause 2.01(u). During the probation period, the employee shall be entitled to all rights and benefits of this Agreement excluding seniority, except as otherwise provided. After completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.

38.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the union and shall be kept up to date by the Employer.

38.04 Seniority shall not accumulate during a leave of absence without pay and after *six (6)* month layoff.

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

- (a) if he is discharged for just cause and not reinstated;
- (b) if he resigns voluntarily;
- (c) if he abandons his position;
- (d) if he is on layoff for more than one year
- (e) if following layoff, he fails to return to work within ten (10) working days of being recalled.

ARTICLE 39 - VACANCIES. JOB POSTING. PROMOTIONS AND TRANSFERS

- 39.01 Every vacancy for positions expected to be of more than six (6) months duration and every newly created position shall be posted in both Inuktitut and English for two (2) working days on the Union Notice Board. An employee desiring a position must make application in writing to the Senior Administrative Officer.
- 39.02 Seniority shall be the governing factor in determining promotions and filling of jobs after posting, providing the most senior employee possesses the required qualifications and the ability to perform the normal requirements of the job.
- (a) Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period, or following an appropriate training and trial period of a one (1) month duration.
 - (b) Within the one (1) month familiarization period as specified in (a) above, the employee may notify the Employer of his desire to revert to his former position. The Employer shall facilitate this request within a reasonable period of time.
- 39.03 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 60 days, and any other employee affected by the transfer shall be returned to his former position, without loss of wages or seniority.
- 39.04 New employees shall not be hired when there are permanent employees on layoff qualified to perform the job.
- 39.05 Nothing in this Agreement requires the Employer to fill any position. If the Employer chooses not to fill a position, the Employer shall advise the Union.

ARTICLE 40 - TERM AND CASUAL EMPLOYEES

- 40.01 No term position shall have a stated term of more than two (2) years, except for:
- (a) term journeyman positions, which may last for such period as is necessary for the apprentice working under the journeyman to finish his apprenticeship; and
 - (b) term positions replacing employees on union leave under Clause 12.15.

- 40.02 A term employee shall be eligible for the same benefits and working conditions as those provided to a full-time or part-time employee as the case requires, except that a term employee is not entitled to the benefits under Article 40 (Layoff and Recall) at the end of his/her term.
- 40.03 If a term works in the same position for **two** (2) years with no break in service that is longer than thirty (30) days, that employee shall become indeterminate.
- 40.04 A series of term employees shall not be used instead of hiring an indeterminate employee.

Casual Employees

- 40.05 Where the Employer anticipates the period of employment to be in excess of four (4) months, the employee shall be hired on a term basis.
- 40.06 Where a casual employee's term of employment is extended beyond four (4) months, the employee shall become a term employee effective the day after the employee has been employed for four (4) months. The term of the employee shall be for no less than **six** (6) months from the date that the employee commenced employment as a casual employee.
- 40.07 A series of casual employees shall not be used instead of hiring a term employee.

ARTICLE 41 - CIVIL LIABILITY

- 41.01 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 shall advise the Employer of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
 - (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 gross neglect of his duty as an employee.
 - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.
- 41.02 Employees shall not be required to pay for Employer owned property which is accidentally damaged or destroyed.

ARTICLE 42 - LAYOFF AND RECALL

- 42.01 The Hamlet agrees that there shall be no layoff of any employee during the life of this Agreement except for layoff resulting from lack of work or lack of funding.
- 42.02 Layoffs will be made, when necessary, on the basis of reverse order of seniority within a classification, unless a senior employee is not qualified to perform the remaining work.
- 42.03 The last employee laid off shall be the first recalled provided he is qualified to do the work and has not lost his seniority.
- 42.04 The Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given. Effective April 1, 2003 the Employer shall give thirty (30) working days notice or award pay in lieu thereof.
- 42.05 A new employee **will** not be hired to **fill** the job of a laid off employee provided the laid off employee has not forfeited his seniority.
- 42.06 The employer shall give notice of recall personally or by registered mail.
- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled and the employee shall acknowledge receipt of notice by signing the duplicate copy of such letter. In this instance, notice of recall is deemed to be given when served.
 - (b) Where notice of recall is given by registered mail, notice is deemed to be given when the employee receives such letter or not later than three (3) days from the date of mailing.
- 42.07 The employee shall keep the Employer advised at **all** times of his current address. The employee shall return to work ~~within~~ ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so.

ARTICLE 43 - CONTRACTING OUT

- 43.01 There shall be no contracting out of any work by the Hamlet if it would result in the layoff or the continuance of a layoff of a permanent employee. Permanent employee for the purpose of this article means an employee who has completed their initial probationary period.

ARTICLE 44 - NORTHERN ALLOWANCE

- 44.01 Effective October 1, 2011, all employees shall be paid a Northern allowance. This allowance shall be based upon an annual amount and shall be divided by 1950 for employees whose normal hours of work are seven and one-half (7 ½) hours per day and 2080 for employees whose normal hours of work are eight (8) hours per day. The Northern Allowance shall be paid on all regular hours paid. No allowance shall be paid for overtime.

44.02 The Northern Allowance shall be based on the amount paid by the Government of Nunavut's Nunavut Northern Allowance for Repulse Bay in its collective agreement with the Nunavut Employees Union. It shall increase as the rates in the GN/NEU collective agreement increase. As of April 1, 2010, this amount was \$21,894.

Transitional Provision

44.03 For the period of October 1, 2011 to March 31, 2012 only, the amount of Northern allowance paid to each employee shall be half of the Northern Allowance stipulated in clause 44.02 less half of the amount of Vacation Travel assistance received by the employee between April 1, 2011 and September 30, 2011. Starting April 1, 2012, the Northern Allowance shall be based entirely on the amounts specified in clause 44.02.

44.04 No later than April 1st of each fiscal year, employees shall be entitled to elect by notice in Writing to take up to 50% of the Northern Allowance by way of lump sum payment on the following March 31st, and the remaining portion of the allowance shall be divided by 1950 or 2080 and shall be paid on all regular hours paid.

The Employer shall supply the notice forms on which such election in writing should be made to all employees by the February 1st immediately preceding an April 1st notice deadline. After April 1st in each year, if the employee has made this election, it cannot be changed during the year.

For greater clarity, the hourly rate for any Northern Allowance paid shall be calculated as follows:

(Northern Allowance annual amount - elected lump sum payment) / 1950 or 2080

44.05 In the event that an employee terminates his/her employment before March 31st then he/she will receive the elected lump sum payment on a pro rated basis, calculated up to the date of termination of employment.

44.06 Fifty percent (50%) of an employee's Northern Allowance shall be designated as a travel allowance pursuant to the *Income Tax Act*.

Effective October 1, 2011, clauses 44.07 through 44.10 shall be deleted from the agreement.

Settlement Allowance

44.07 A Settlement Allowance will be paid to every employee.

44.08 Part time, and seasonal employees will be paid the settlement allowance prorated to an hourly rate, up to a maximum of the normal weekly hours of work.

Settlement Allowance Schedule

44.09 The settlement allowance shall be seven thousand five hundred dollars (\$7,500.00). Effective November 1, 2007 the Settlement Allowance shall be seven thousand six hundred sixty dollars (\$7,660.00).

Housing Allowance

44.10 The Employer shall continue to provide a Housing Subsidy in the amount of ~~two~~ dollars and sixty cents (\$2.60) per hour.

ARTICLE 45 - RATES OF PAY

45.01 Employees are entitled to be paid for services rendered at the rate of pay specified in the Pay Schedule, Appendix "A" for the classification of the position to which they are appointed or assigned.

45.02 An employee who holds a position for which there is a minimum and a maximum rate of pay, shall be granted a salary increment each year until he/she reaches the maximum step in the range for that position.

45.03 The anniversary date for all employees on strength April 1, 1986 will be April 1 of each year following. New employees hired after April 1, 1986 will have an anniversary date corresponding to their date of hire.

ARTICLE 46 - BENEFITS PLAN

46.01 The Employer shall make available under the Nunavut Employees Basic Services (*NEBS*) Basic Plan the following benefits to be cost shared by the employees as required by the Plan:

- (a) Life Insurance
- (b) Dental Plan (non-Inuit)
- (c) Accidental Death and Dismemberment Insurance
- (d) Long term Disability Insurance
- (e) Short term Disability Insurance
- (f) Health Insurance (non-Inuit)

46.02 When requested by the employee the Employer shall arrange a purchase arrangement of Canada Savings Bonds in October each year.

NEBS Pension Plan

46.03 The Hamlet and employees shall participate in the *Northern Employers Benefit Services* (NEBS) pension plan and shall make contributions as required by that plan.

ARTICLE 47 - STORM DAYS

47.01 In the event that the Senior Administrative Officer declares the weather conditions to be adverse enough to not commence operations, then all employees will either not be required to report for work, or shall be allowed to leave work, as the case may be.

47.02 Leave with pay will be granted for the purposes of this Article.

ARTICLE 48 - CONTRACTEMPLOYEES

48.01 People hired by the Hamlet of Repulse Bay to work on one time, short term, special funded contracts will not be considered as part of the Bargaining Unit and will receive wage and benefit levels that reflect the level of funding that the Hamlet receives. Examples include student job creation programs, *Brighter Futures* programs and other short term 'make work' funded or work placement programs.

ARTICLE 49 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

Reopener of Agreement

49.01 This Agreement may be amended by mutual consent.

Mutual Discussions

49.02 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 50 - DURATION AND RENEWAL

50.01 The term of this Agreement shall be from April 1, 2011 to March 31, 2014. The provisions of this Agreement shall take effect upon date of ratification of this Agreement, except where a different date is specified. The pay schedules Appendix "A" shall apply from the dates set out in each schedule.

50.02 Notwithstanding Article 50.01, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 31, shall remain in effect during the negotiations for its renewal, and until either a new Agreement becomes effective, or until the provisions of Section 89(1) of the *Canah Labour Code* have been met.

50.03 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 the Agreement in accordance with Section 49(1) of the *Canah Labour Code*.

50.04 Where notice to bargain collectively has been given under Article 50.03, the Employer shall not alter the rates of pay or any other 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 *Canah Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

APPENDIX A

HOURLY RATES OF PAY

Classification	Biweekly Hours	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Foreman	80	29.22	30.33	31.49	32.70	33.96	35.30
Lead Mechanic	80	31.49	32.70	33.96	35.30	36.71	38.32
Mechanic	80	30.33	31.49	32.70	35.29	36.56	37.88
Assistant Mechanic	80	21.25	22.19	23.06	23.84	24.67	25.54
Airport Maintainer/HEO	80	24.98	26.23	27.19	28.19	29.22	30.33
Building Maintainer	80	21.60	22.31	23.06	23.84	24.67	25.54
Recreation Maintainer	80	21.60	22.31	23.06	23.84	24.67	25.54
Lead HEO	80	25.37	26.23	27.14	28.10	29.10	30.16
HEO	80	23.06	23.84	24.67	25.54	26.46	27.42
Municipal Service Truck Driver	80	18.81	19.41	20.07	20.76	20.77	22.23
Maintenance Helper	80	19.41	20.07	20.76	21.47	22.23	23.03
Mechanics Helper	80	14.61	14.98	15.46	15.94	16.45	17.03
Garage Helper	80	14.53	14.98	15.46	15.94	16.45	17.03
Labourer	80	14.53	14.98	15.46	15.94	16.45	17.03
Administration Manager	80	31.49	32.70	33.96	35.30	36.71	38.18
Administration Officer	80	25.32	26.23	27.19	28.19	29.22	30.33
Lands Officer	80	25.32	26.23	27.19	28.19	29.22	30.33
Recreation Director	75	26.31	27.23	28.23	29.24	30.32	31.45
Community Development Officer	75	24.25	24.73	25.23	25.73	26.25	26.77
Airport Observer/Communicator	80	27.19	28.19	29.22	30.33	31.49	32.70
Finance Clerk	75	18.83	19.42	20.06	20.72	21.41	22.15
Interpreter	75	20.96	22.31	23.06	23.84	24.67	25.54
Receptionist	75	16.82	17.33	17.85	18.40	18.97	19.59
By-Law Officer	80	18.81	19.41	20.07	20.76	21.45	22.23
Postal Clerk	75	15.04	15.51	15.99	16.48	17.02	17.54
Head Janitor	80	15.99	16.47	17.00	17.53	18.10	18.73
Janitor	80	14.53	14.98	15.46	15.94	16.45	17.03

April 1, 2012							
Classification	Biweekly Hours	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Foreman	80	29.95	31.09	32.28	33.51	34.81	36.18
Lead Mechanic	80	32.28	33.51	34.81	36.18	37.62	39.28
Mechanic	80	31.09	32.28	33.51	36.17	37.48	38.83
Assistant Mechanic	80	21.78	22.75	23.64	24.44	25.29	26.18
Airport Maintainer/HEO	80	25.60	26.89	27.87	28.89	29.95	31.09
Building Maintainer	80	22.14	22.87	23.64	24.44	25.29	26.18
Recreation Maintainer	80	22.14	22.87	23.64	24.44	25.29	26.18
Lead HEO	80	26.00	26.88	27.82	28.80	29.83	30.91
HEO	80	23.64	24.44	25.29	26.18	27.12	28.10
Municipal Service Truck Driver	80	19.28	19.90	20.57	21.28	21.29	22.79
Maintenance Helper	80	19.90	20.57	21.28	22.01	22.79	23.61
Mechanics Helper	80	14.97	15.35	15.84	16.34	16.86	17.45
Garage Helper	80	14.90	15.35	15.84	16.34	16.86	17.45
Labourer	80	14.90	15.35	15.84	16.34	16.86	17.45
Administration Manager	80	32.28	33.51	34.81	36.18	37.62	39.14
Administration Officer	80	25.95	26.89	27.87	28.89	29.95	31.09
Lands Officer	80	25.95	26.89	27.87	28.89	29.95	31.09
Recreation Director	75	26.97	27.92	28.93	29.97	31.08	32.23
Community Development Officer	75	24.86	25.35	25.86	26.37	26.91	27.44
Airport Observer/Communicator	80	27.87	28.89	29.95	31.09	32.28	33.51
Finance Clerk	75	19.30	19.91	20.56	21.23	21.95	22.70
Interpreter	75	21.49	22.87	23.64	24.44	25.29	26.18
Receptionist	75	17.24	17.77	18.29	18.86	19.45	20.08
By-Law Officer	80	19.28	19.90	20.57	21.28	21.99	22.79
Postal Clerk	75	15.41	15.90	16.39	16.89	17.44	17.98
Head Janitor	80	16.39	16.88	17.43	17.97	18.55	19.20
Janitor	80	14.90	15.35	15.84	16.34	16.86	17.45

April 9, 2013

Classification	Biweekly Hours	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Foreman	80	30.70	31.87	33.08	34.35	35.68	37.09
Lead Mechanic	80	33.08	34.35	35.68	37.09	38.56	40.26
Mechanic	80	31.87	33.08	34.35	37.08	38.41	39.80
Assistant Mechanic	80	22.32	23.31	24.23	25.05	25.92	26.84
Airport Maintainer/HEO	80	26.24	27.56	28.57	29.61	30.70	31.87
Building Maintainer	80	22.69	23.44	24.23	25.05	25.92	26.84
Recreation Maintainer	80	22.69	23.44	24.23	25.05	25.92	26.84
Lead HEO	80	26.65	27.55	28.51	29.52	30.57	31.69
HEO	80	24.23	25.05	25.92	26.84	27.79	28.81
Municipal Service Truck Driver	80	19.76	20.40	21.09	21.81	21.82	23.36
Maintenance Helper	80	20.40	21.09	21.81	22.56	23.36	24.20
Mechanics Helper	80	15.35	15.73	16.24	16.75	17.28	17.89
Garage Helper	80	15.27	15.73	16.24	16.75	17.28	17.89
Labourer	80	15.27	15.73	16.24	16.75	17.28	17.89
Administration Manager	80	33.08	34.35	35.68	37.09	38.56	40.11
Administration Officer	80	26.60	27.56	28.57	29.61	30.70	31.87
Lands Officer	80	26.60	27.56	28.57	29.61	30.70	31.87
Recreation Director	75	27.64	28.61	29.66	30.72	31.85	33.04
Community Development Officer	75	25.48	25.99	26.50	27.03	27.58	28.13
Airport Observer/Communicator	80	28.57	29.61	30.70	31.87	33.08	34.35
Finance Clerk	75	19.78	20.41	21.07	21.76	22.50	23.27
Interpreter	75	22.02	23.44	24.23	25.05	25.92	26.84
Receptionist	75	17.67	18.21	18.75	19.33	19.93	20.58
By-Law Officer	80	19.76	20.40	21.09	21.81	22.54	23.36
Postal Clerk	75	15.80	16.29	16.80	17.32	17.88	18.43
Head Janitor	80	16.80	17.31	17.86	18.42	19.01	19.68
Janitor	80	15.27	15.73	16.24	16.75	17.28	17.89

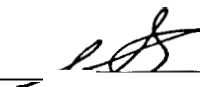
Alphabetical Index

Alliance Access To Employer Premises	7
Application.....	5
Appointment Of Representatives.....	7
Apprentices.....	36
Benefits Plan.....	42
Check Off	9
Civil Liability.....	39
Classification.....	28
Contract Employees.....	42
Contracting Out.....	40
Designated Paid Holidays	11
Duration And Renewal.....	43
Duty Travel.....	26
Employee Performance Review And Employee Files.....	27
Employer Directives	7
Employment Assistance Program	32
Grievance and Arbitration	28
Health and Safety.....	32
Hours Of Work - General.....	24
Human Rights	5
Information.....	10
Interpretation And Definitions.....	2
Labour/Management Committee.....	32
Layoff And Recall.....	40
Leave - General.....	12
Managerial Responsibilities	6
Northern Allowance.....	40
Other Types Of Leave.....	18
Outside Employment.....	6
Overtime	24
Pay.....	25
Provision Of Bulletin Board Space And Other Facilities.....	10
Purpose Of Agreement.....	2
Rates Of Pay.....	42
Recognition.....	4
Seniority.....	37
Sick Leave.....	17
Special Leave.....	15
Statement Of Duties.....	27
Storm Days	42
Strikes And Lockouts.....	6
Suspension And Discipline	28
Technological Change.....	26
Term and Casual Employees.....	39
Time Off For Alliance Business	7
Trades	35
Uniform Clothing Issue.....	35
Vacancies, Job Posting, Promotions, And Transfers.....	38
Vacation Leave.....	13

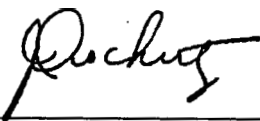
Signed at Repulse Bay, Nunavut this 25th day of Oct 2011.

on behalf of the
Hamlet of Repulse Bay


on behalf of the
Public Service Alliance of Canada



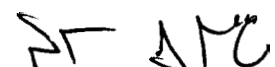
Steve Mapsalak
Senior Administrative Officer



Julie Docherty
Regional Executive Vice-president – North




Steve McCardy
Counsel for Employer



Jimmy Immingark
Committee Member



Steven Kopek
Committee Member



Seth Sazant
Negotiator

49