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No. OF EMPLOYEES	21		
NOMBRE D'EMPLOYÉS	21		

Collective Agreement

between

Public Service Alliance of Canada

and

Hamlet of Arctic Bay

**Effective From: January 24, 2002
To: December 31, 2004**

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

**Hamlet of Arctic Bay
Box 150,
Arctic Bay NU X0A 0A0**

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Article 1

Purpose of Agreement

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

Article 2

Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" means the Employer may declare the employee to have terminated his employment, if he has not, directly or indirectly, contacted his Employer and he is absent without leave from work for a period of five (5) 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 Arctic Bay excluding the Senior Administrative Officer, the Finance Officer, the Public Works Foreman and casual employees;
 - (f) "Casual employee" means a person who:
 - (i) is hired for work of a temporary nature not exceeding four (4) consecutive months in duration unless agreed otherwise by the parties;
 - (ii) replaces an employee on leave of absence

- (iii) is hired to work hours which are not subject to a regular schedule and are as determined by the Employer from time to time.
- (iv) is hired under a third-party funded training program, excluding apprentices, for a period not exceeding one (1) year.

Except as provided above, a casual person will not be used to reduce the hours of work of, or replace, an employee.

- (g) A "Common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represents that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse;
- (h) "Continuous employment" and "continuous service" means uninterrupted employment with the Employer; and
 - (i) with reference to reappointment of a laid off employee within three (3) months, his employment in the position held by him at the time he was laid off and his employment in the position to which he is appointed shall constitute continuous employment;
 - (ii) where an employee ceases to be employed for a reason other than dismissal, resignation, abandonment of position or rejection on probation, and is re-employed within a period of three (3) months.

His periods of employment for purposes of sick leave, vacation leave entitlement and vacation travel benefits shall be considered as continuous employment;

- (i) "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;
- (j) "Dependant" means a person residing with the employee who is:
 - (i) that employee's spouse, including common-law spouse,
 - (ii) child, including step-child and adopted child, who
 - 1) is under nineteen (19) years of age and dependent upon him for support, or
 - 2) being nineteen (19) years of age or more and dependant upon him by reason of mental or physical infirmity;
 - (iii) or any other relative of the employee's household who is wholly dependent upon the employee for support by reason of mental or physical infirmity;

- (k) "Demotion" means the appointment of an employee to a new position with a rate of pay which is less than that of his former position;
- (l) "Employee" means a member of the Bargaining Unit;
- (m) "Employer" means the Hamlet of Arctic Bay;
- (n) "Fiscal year" means the period of time from April 1 of one year to March 31 of the following year;
- (o) "Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement;
- (p) "Leave of absence" means absence from duty with the Employer's permission;
- (q) "Lieutime" means the equivalent leave with pay taken in lieu of cash payment;
- (r) The expression "may" is permissive and the expressions "shall" and "will" are imperative;
- (s) "Membership fees" means the fees established pursuant to the By-Laws of the Union as fees payable by the members of the Bargaining Unit;
- (t) "Overtime" means work performed by an employee before or after or in excess of his regularly scheduled hours of work, excluding work performed after his regularly scheduled hours of work due to a breakdown of a water or sewer truck because of a malfunction for a reasonable period to repair the vehicle;
- (u) "Part-time employee" means an employee who is employed in a position with normally scheduled hours of work each week which are less than the normal hours of work scheduled in a week for full-time employees;
- (v) "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of three (3) months after an employee has been transferred or promoted. If an employee does not successfully complete his probationary period on transfer or promotion, the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted;
- (w) "Promotion" means the appointment of an employee to a new position with a rate of pay which exceeds that of his former position;

- (x) "Rates of Pay":
 - (i) "weekly rate of pay" means an employee's annual salary divided by 52.176;
 - (ii) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
 - (iii) "hourly rate of pay" means the rate established in the rates of pay schedules;
- (y) "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;
- (z) "Seniority" means length of service with the Employer;
- (aa) "Term employee" means a person hired by the Employer for a specified period of time to perform a certain job;
- (bb) "Transfer" means the appointment of an employee to another position that does not constitute a promotion or demotion;
- (cc) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union;
- (dd) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday.

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

- (a) if defined in the *Labour Standards Act*, or in the Regulations thereof, have the same meaning as given to them in the *Labour Standards Act*; and
- (b) if defined in the *Interpretation Act*, but not defined elsewhere in this Agreement or in the *Labour Standards Act*, or in the Regulations thereof, have the same meaning as given to them in the *Interpretation Act*.

Number and Gender

2.03 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the fact or context requires this and with regard to the provisions of this Agreement.

Article 3

Recognition

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees as described in the Certification Order No. **7983-U** issued by the Canada Industrial Relations Board dated February 27, 2001 as described in Clause 2.01(e).
- 3.02 The Employer shall advise prospective employees that the workplace is unionized.

Article 4

Application

- 4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week subject to the Memorandum of Agreement on Third Party Funded Positions.

Article 5

Future Legislation

- 5.01 In the event that any law passed by Parliament of Canada or the Legislative Assembly of Nunavut renders null and void or alters any provision of the Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

Conflict of Provisions

- 5.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with the terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail, unless the Employer is compelled by law to issue and enforce such regulation, direction or other instrument.

Article 6

Strikes and Lockouts

- 6.01 During the life of the Agreement there shall be no lockout by the Employer and no work stoppage or slowdown by any employee or employees.

Article 7 **Management Rights**

- 7.01 Except as otherwise provided herein, this Agreement in no way restricts the Employer in the management and operation of the Hamlet and its employees.

Article 8 **Employer Directives**

- 8.01 The Employer shall provide the Union and its Representative with a copy of all personnel directives which are intended to clarify the interpretation or application of the Agreement.

Article 9 **Human Rights**

Freedom from Discrimination

- 9.01 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliation, conviction for an offence for which a pardon has been granted, or union membership or activity or for exercising their rights under the Agreement.
- 9.02 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability arising as a result of his employment with the Employer.

Equal Pay for Work of Equal Value

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

Freedom from Sexual Harassment

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

- 9.06 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to sexual harassment.
- 9.07 Complaints of sexual harassment shall be brought to the attention of the Senior Administrative Officer. An employee may be assisted by the Union in making a complaint. If the Senior Administrative Officer is the subject of the complaint, it will be brought to the attention of the Administrative Committee of Council (excluding the Senior Administrative Officer).
- 9.08 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.

Freedom from Workplace Violence

- 9.09 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or verbal nature.
- 9.10 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 9.11 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties.
- 9.12 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.
- 9.13 Complaints of workplace violence shall be brought to the attention of the Senior Administrative Officer. An employee may be assisted by the Union in making a complaint. If the Senior Administrative Officer is the subject of the complaint, it will be brought to the attention of the Administrative Committee of Council (excluding the Senior Administrative Officer).
- 9.14 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.

Article 10
Outside Employment

- 10.01 Subject to Clause 10.02, an employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.
- 10.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when:
- (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 the employees place the individual in a position where he can exploit the knowledge or information for personal gain.
- 10.03 Employees are prohibited from use of property of the Employer, including but not limited to premises, equipment, vehicles, tools, supplies, records and information obtained through their employment, in any business or employment carried on pursuant to this Article, unless approved by the Employer.

Article 11
Appointment of Representatives

- 11.01 The Employer acknowledges the right of the Union to appoint employees as Representatives.

Article 12
Union Access to Employer Premises

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

Article 13
Time Off for Union Business

Conciliation or Arbitration Hearings (Disputes)

- 13.01 (a) The Employer will grant leave with pay to any employee whose presence is essential to representing the Union before a conciliation or arbitration hearing.

Employee Called as a Witness

- (b) The Employer will grant leave with pay to an employee called as a witness before a conciliation or arbitration hearing.

Arbitration Hearings (Grievances)

- 13.02 (a) The Employer will grant leave with pay to an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing, except while such employee is on suspension without pay.

Employee Who Acts as a Representative

- (b) The Employer ~~will~~ grant leave with pay to the Representative of an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.

Employee Called as a Witness

- (c) The Employer ~~will~~ grant leave with pay to a witness called by an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.

- 13.03 Where an employee and his Representative meet pursuant to Clause 13.10 or Article 17 in order to resolve a grievance, he shall be granted reasonable time off with pay. Before attending such a meeting the employee shall obtain the permission of his immediate supervisor prior to leaving his place of work. Such permission shall not be unreasonably denied.

Contract Negotiations Meetings

- 13.04 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

- 13.05 The Employer ~~will~~ grant leave with pay for two (2) employees for a maximum of one (1) day each to attend preparatory negotiations meetings.

Meetings between the Union and Management

- 13.06 The Employer ~~will~~ grant leave with pay to a maximum of two (2) employees who are meeting with management on behalf of the Union.

Employee Organization Executive Council Meetings, Congresses and Conventions

- 13.07 Where operational requirements permit, the Employer ~~will~~ grant reasonable leave without pay to a maximum of two (2) employees to attend executive council meetings and conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the Northern Territories Federation of Labour.

- 13.08 The Employer shall grant reasonable leave without pay to one (1) employee elected to attend conventions of the Nunavut Employees Union. One (1) additional employee may be approved pursuant to Clause 13.07.

Representatives Training: Course

- 13.09 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) employees who have been appointed as Representatives of the Union to undertake training related to the duties of a Representative.

Time-off for Representatives

- 13.10 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 denied.

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

- 13.12 Where operational requirements permit and upon reasonable notice, the Employer will grant leave without pay for a reasonable number of employees:

- (a) to participate as delegates to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and
- (b) to present briefs to commissions, boards or hearings that are mandated by Federal or Territorial legislation and whose area of interest is of concern to organized labour.

Leave for Union Office

- 13.13 Employees elected to the governing executive of the Union, the Alliance or the Northern Territories Federation of Labour shall, upon application, be granted 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.

- 13.14 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.

- 13.15 Upon termination of their leave of absence such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave. When such employees wish to invoke this clause they shall provide the Employer with three month notice of their intent to do so.

- 13.16 Notwithstanding Clause 13.15, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.
- 13.17 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.
- 13.18 Upon reasonable notification, the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

Article 14 **Check-off**

- 14.01 Effective the first of the month following the signing of this Agreement, the Employer shall, as a condition of employment, deduct membership fees from the pay of all employees in the Bargaining Unit, which will be deducted from each paycheque to the extent that earnings are available.
- 14.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 14.03 From the date of signing and for the duration of this Agreement, no employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 14.04 The amounts deducted in accordance with Clause 14.01 shall be remitted to the Comptroller of the Alliance 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.
- 14.05 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.
- 14.06 The Employer agrees to identify annually on each employee's T4 slip the total amount of membership fees deducted for the applicable year.

Article 15 **Information**

- 15.01 The Employer agrees to provide the Union on a quarterly basis with information concerning the identification of each employee. This information shall include the name, address, job classification, rate of pay, social insurance number, and employment status of each employee. The Employer shall also indicate if any employees have been hired or transferred or whose employment has been terminated during the period reported.

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

Publication of Agreement

- 15.03 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.
- 15.04 The Employer shall provide each employee with a copy of this Agreement.
- 15.05 The Employer shall provide each new employee with a copy of this Agreement upon his appointment.

Translations

- 15.06 If an Inuktitut version of this Agreement is requested, the Union and the Employer will share equally all costs associated with the translation of this Agreement. In the case of any dispute between the versions of this Agreement the English version shall govern.

Article 16

Provision of Bulletin Board Space and Other Facilities

- 16.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 16.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 16.03 The Employer shall make available to the Union and members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 16.04 The Employer will process any mail originating from the Union addressed to employees in accordance with the Employer's normal internal mail distribution system.
- 16.05 A Representative of the Union shall have the right to give each new employee an orientation of up to thirty (30) minutes and the Representative of the Union shall be given leave with pay for such purposes.

Article 17

Adjustment of Disputes

- 17.01 "Grievance" means a difference which arises between the Union and the Employer and/or between an employee(s) and the Employer relating to:
- (a) the interpretation, application, administration or alleged violation of this Agreement (including any question as to whether a matter is arbitrable) or an arbitral award;
 - (b) the interpretation, application, administration or alleged violation of a provision of an Act or Regulation, or a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;
 - (c) disciplinary action resulting in demotion, suspension, or a financial penalty (including the withholding of an increment);
 - (d) dismissal; or
 - (e) letters of discipline placed on an employee's personnel file.
- 17.02 Grievances shall be settled according to the following procedures for adjustment of disputes and arbitration.

Representation

- 17.03 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 17.04 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 17.05 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 a grievance.
- 17.06 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 17.07 An employee may, by written notice to the Employer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.

Procedures

- 17.08 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance in writing to the Employer who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him.
- 17.09 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Senior Administrative Officer)
 - (b) Second Level (Administration Committee of Hamlet Council)
 - (c) Final Level (Arbitration)
- 17.10 The Employer shall designate a representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 17.11 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 17.12 A grievance of an employee or the Union shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.
- 17.13 No proceedings under this article are invalid by reason of any defect of form or any technical irregularity.

Time Limits

- 17.14 The time limits stipulated in this procedure are mandatory. They may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union Representative.
- 17.15 A grievance may be presented at the First Level of the procedure in the manner prescribed in Clause 17.08 within thirty (30) calendar days.
- 17.16 The Employer shall reply in writing to a grievance within twenty-one (21) calendar days at First Level, or within thirty (30) calendar days at Second Level.

- 17.17 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-one (21) calendar days after that decision or settlement has been conveyed in writing to him by the Employer; or
 - (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Clause 17.16 within twenty-one (21) calendar days after the day the decision was due.

Termination of Employment

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

Arbitration

- 17.19 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Second Level, of his desire to submit the difference or allegation to arbitration.
- 17.20 (a) The parties agree that arbitration referred to in Clause 17.19 shall be by a single arbitrator mutually agreed upon by the parties.
- (b) If an arbitrator is not available for a hearing date within ninety (90) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be proposed by each party until a mutually agreed upon arbitrator is found to hear the parties within the above mentioned ninety (90) day period.
- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.

- 17.21 (a) The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, Part I in addition to any powers which are contained in this Agreement.
- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
- (c) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 17.22 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 17.23 The Employer and the Union shall each pay one-half of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- 17.24 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.
- 17.25 In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
- (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

Article 18

Designated Paid Holidays

- 18.01 The following days are designated paid holidays for employees covered by this Agreement:
- (a) New Year's Day;
- (b) Good Friday;

- (c) Easter Monday;
- (d) Victoria Day;
- (e) Canada Day;
- (f) Hamlet Day (July 2nd);
- (g) Nunavut Day, to be observed on a day set by resolution of Council;
- (h) Civic Holiday, the first Monday in August;
- (i) Labour Day;
- (j) Thanksgiving Day;
- (k) Remembrance Day;
- (l) Christmas Day;
- (m) Boxing Day;
- (n) Up to one (1) additional day will be observed when proclaimed by the Mayor of Arctic Bay;
- (o) A paid holiday shall also be granted to all employees on any day proclaimed by the Government of Canada or the Government of Nunavut.

18.02 Employees who are required to work on a designated paid holiday will be paid at the applicable overtime rate.

18.03 Clause 18.01 does not apply to an employee who is absent without approved leave on the working day immediately preceding and the working day immediately following the designated paid holiday.

Holiday Falling on a Day of Rest

18.04 When a day designated as a holiday under Clause 18.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his day of rest or to another day mutually agreed upon between the employee and the Employer.

18.05 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 18.04:

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

- 18.06 When the Employer requires an employee to work on a designated paid holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday, twice (2x) his hourly rate for the hours worked in excess of four (4) hours.
- 18.07 At the employee's option, the amounts payable pursuant to Clause 18.06 may be taken either in cash or as lieutime to be taken at a later date convenient to both the Employer and the employee.
- 18.08 Where a day that is a designated holiday for an employee falls within a period of leave with pay the holiday shall not count as a day of leave.
- 18.09 Where operational requirements permit, an employee shall not be required to work both Christmas Day and New Year's Day.

Article 19

Leave - General

- 19.01 When an employee is in receipt of an allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance.
- 19.02 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 sick, special, lieutime and vacation leave credits as at the end of the fiscal year.
- 19.03 When the employment of an employee who has been granted more vacation, sick 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) his employment is terminated by his death; or
 - (b) his employment is terminated by layoff.
- 19.04 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;
 - (b) to a full day if the fractional entitlement is more than one-half day.
- 19.05 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing forthwith.
- 19.06 An employee's request for any leave will be responded to by the Employer within a reasonable period of time.

Article 20

Vacation Leave

Accumulation of Vacation Leave

- 20.01 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 (15 working days per annum) until the month in which the anniversary of the second (2nd) year of continuous service is completed; thereafter,
 - (b) one and two-thirds ($1\frac{2}{3}$) days each month (20 working days per annum) commencing in the month after completion of two (2) years of continuous service;
 - (c) two and one-twelfth ($2\frac{1}{12}$) days each month (25 working days per annum) commencing in the month after completion of ten (10) years of continuous service;
 - (d) two and one-half ($2\frac{1}{2}$) days each month (30 working days per annum) commencing in the month after completion of twenty-three (23) years of continuous service.

Granting of Vacation Leave

- 20.02 In granting vacation leave with pay to an employee the Employer shall make every reasonable effort, subject to operational requirements, to:
- (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
 - (b) not recall an employee to duty after he has proceeded on vacation leave;
 - (c) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
 - (d) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee;
 - (e) recognize seniority on preference for a vacation period; and
- 20.03 All requests for vacation leave in excess of five (5) days must be submitted in writing at least two (2) weeks in advance of requested leave. The Employer shall reply to the request for vacation leave submitted by the employee as soon as possible after the request has been received. If an employee's request for vacation leave for a period of five (5) days or more is not responded to within fourteen (14) calendar days, the employee's vacation leave shall be deemed to have been granted. Where the

Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave.

20.04 Vacation leave credits may be used to the extent earned at the commencement of the vacation leave plus an advance of four **(4)**days of vacation leave.

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

- (a) is granted special leave, when there is a death in his immediate family as defined in Article 22; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 22; 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.

20.06 Upon request employees taking vacation leave will be provided with paycheques for the period of their vacation one day prior to taking such vacation leave.

Carryover Provisions

20.07 Employees are permitted to carryover as many vacation leave credits as they earn in one (1) fiscal year. Vacation leave credits exceeding one (1) year entitlement will be liquidated in cash in the month of April.

Recall from Vacation Leave

20.08 Except due to emergency operational requirements the Employer shall not recall any employee to duty once his vacation leave has commenced.

20.09 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:

- (a) in proceeding to his place of duty;
- (b) in respect of any non-refundable deposits or arrangements associated with his vacation;
- (c) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled, after submitting such accounts as are normally required by the Employer.

Leave When Employment Terminates

- 20.10 Where an employee dies or otherwise terminates his employment:
- (a) the Employer 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
- 20.11 Except where Clause 19.03 (Leave - General) applies, where an employee has used more vacation leave than he has earned, the Employer may recover such used but unearned vacation leave from the pay of the employee at the termination of his employment. The pay recovery provisions of Article 27 (Pay) shall not apply to this situation.
- 20.12 An employee whose employment is terminated by reason of a declaration that he abandoned his position as defined in 2.01(a) is entitled to receive the payment referred to in Clause 20.10. If after reasonable efforts the Employer is unable to locate the employee within six (6) months of termination, his entitlement shall lapse.

Vacation Travel Assistance

- 20.13 Employees who have completed six (6) months of continuous employment are entitled to one (1) Vacation Travel Assistance each fiscal year.
- 20.14 An employee applying for Vacation Travel Assistance must provide proof that at least two (2) days of vacation leave have been approved. The Employer will provide the Vacation Travel Assistance within seven (7) days of receiving the application.
- 20.15 Vacation Travel Assistance shall be as follows:
- (a) employee: \$550.00;
 - (b) spouse: \$450.00;
 - (c) each dependant child: \$250.00.

Travel Time

- 20.16 Every employee who is proceeding on vacation leave and who is requesting Vacation Travel Assistance shall be granted in conjunction ~~with~~ his vacation leave two (2) days travel **time** with pay.

Bonus Days

- 20.17 An employee shall receive one (1) winter bonus day for every five (5) consecutive non-overlapping days of annual leave which he liquidates between October 1st and March 31st of any fiscal year up to a limit of three (3) winter bonus days in any one

(1) fiscal year. Winter bonus days must be liquidated immediately following the annual leave days during which they were earned and cannot be carried over into the next fiscal year.

Article 21 **Sick Leave**

- 21.01 An employee shall earn sick leave credits at the rate of one and one-half (1 ½) days for each calendar month for which he receives pay for at least ten (10) days to a maximum of twenty (20) days.
- 21.02 Subject to the provisions of this Article, all absences on account of illness or injury on a regular working day, exclusive of designated paid holidays, shall be charged against an employee's accumulated sick leave credits.
- 21.03 Unless otherwise informed by the Employer, an employee must sign a statement stating that because of an illness or injury he was unable to perform his duties if the period of leave requested does not exceed three (3) working days.

Medical Certificates

- 21.04 An employee is required to produce a certificate from a qualified medical practitioner certifying that such employee is unable to carry out his duties due to an illness or injury for sick leave in excess of three (3) working days.

Other Considerations

- 21.05 Where leave of absence without pay is authorized for any reason and the employee returns to work upon expiration of such leave of absence, he shall retain any unused sick leave existing at the commencement of leave without pay.
- 21.06 In circumstances where sick leave would be authorized, but the employee has insufficient sick leave credits, at the discretion of the Employer, he may be granted sick leave in advance to a limit of ten (10) days which shall be charged against future credits as earned, or recovered from his final pay if he is terminated. If the employee dies, there will be no recovery of advanced sick leave credits from the employee's final pay.
- 21.07 An employee is not eligible for sick leave with pay for any period in which he is on leave of absence without pay or under suspension.
- 21.08 Where an employee is on approved vacation leave, or special leave, and qualifies for sick leave, subject to provision of a certificate from a qualified medical practitioner under this Article, such vacation leave or special leave shall be re-credited and substituted with sick leave.

Quarantine

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

Article 22 **Special Leave**

Credits

- 22.01 An employee shall earn special leave credits up to a maximum of fifteen (15) days at the following rates:
- (a) one-half ($\frac{1}{2}$) day for each calendar month in which he received pay for at least ten (10) days, or;
 - (b) one-quarter ($\frac{1}{4}$) 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.

- 22.02 For the purposes of this Article, immediate family is defined as an employee's spouse, common-law spouse, child, adopted child, stepchild, foster child, father, mother, brother, sister, father-in-law, mother-in-law, grandchildren, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 22.03 The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days where:
- (a) there is a death in the employee's immediate family;
 - (b) a member of the immediate family residing outside the employee's community of residence becomes critically ill upon production of a medical certificate;
 - (c) the employee is to be married;
 - (d) where a member of the immediate family becomes ill (excluding childbirth) and the employee is required to care for the sick person.
- 22.04 The Employer shall grant special leave earned to all employees for one-half ($\frac{1}{2}$) day to attend the funeral of a co-worker.
- 22.05 The Employer shall grant special leave with pay for a period of up to three (3) consecutive working days where special circumstances not directly attributable to the employee prevent his reporting to duty, including:

- (a) serious household or domestic emergencies;
 - (b) a general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty including where an employee is weathered-out while on the land or out of town;
 - (c) serious community emergencies where the employee is required to render assistance.
- 22.06 The Employer shall grant special leave for a period of one (1) day in the event of the death of the employee's aunt, uncle, niece, nephew or first cousin.
- 22.07 The Employer may grant an employee up to fifteen (15) days special leave with pay each year to serve as members of community councils, public boards and committees, and to actively participate in sporting events at the Regional, Territorial, Interprovincial, National and International levels (this includes the Arctic Winter Games), and Search and Rescue activities.
- 22.08 An employee shall be granted special leave with pay up to a maximum of three (3) working days where the employee travels outside of Arctic Bay to attend the birth of his child, and one (1) working day where travel is not required. An employee shall be granted special leave with pay up to a maximum of one and one-half (1 1/2) working days on the occasion of the adoption of a child.

Casual Leave for Medical, Dental, Legal and School Appointments

- 22.09 Employees shall be granted casual leave with pay to a maximum of one (1) hour whenever it is necessary for the employee to attend medical, dental, legal or school appointments.

Other Casual Leave

- 22.10 The Employer may grant the employee casual leave for other purposes of a special or unusual nature.
- 22.11 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

Article 23
Other Leave

Court Leave

- 23.01 Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay, laid off or on suspension, who is required:
- (a) to serve on a jury, including a jury selection process; or

- (b) by subpoena or summons to attend as a witness in any proceedings 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 or commission of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
 - (iv) before the Legislative Assembly, or any committee or commission 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 any provisions of this article, the Employer may deduct 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 for such duty.

Public Service Leave

23.02 An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave without pay:

- (a) to serve as a Justice of the Peace;
- (b) to serve as a Coroner; or
- (c) to participate in a public inquiry.

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

Leave Without Pay for Personal Needs

23.04 Leave without pay for personal needs may be granted, subject to operational requirements, to an employee for up to six (6) months.

23.05 Subject to operational requirements, leave without pay may be granted on reasonable notice to an employee in order to meet traditional hunting or harvesting opportunities. Such leave shall not be unreasonably denied.

Pregnancy, Adoption and Parental Leave

- 23.06 After completion of one (1) year of continuous employment, an employee shall be granted Pregnancy Leave without pay for a period not exceeding thirty-seven (37) weeks. Pregnancy Leave may begin before, on or after the expected date of termination of pregnancy ending no later than thirty-seven (37) weeks after the date of the termination of pregnancy. If the natural mother is also taking Parental Leave without pay, in addition to Pregnancy Leave, the leave must end no later than fifty-two (52) weeks after termination of pregnancy.
- 23.07 The employee shall notify the Employer in writing at least four **(4)**weeks prior to the date of termination of pregnancy that she wishes to take leave, except in extenuating circumstances such as pregnancy complications or premature birth and shall provide to the Employer a medical certificate certifying pregnancy.
- 23.08 After completion of one (1) year of continuous employment, an employee shall be granted Adoption leave without pay for a period not exceeding thirty-seven (37) weeks and shall also be granted fifteen (15) weeks Parental Leave without pay.
- 23.09 The employee shall notify the Employer, in writing, at least four **(4)**weeks prior to the commencement of the Adoption leave, except in extenuating circumstances such as the sudden coming into care of an adopted child. The employee shall also provide to the Employer a copy of the adoption certificate or custody papers.
- 23.10 An employee is entitled to Parental leave without pay, if the employee:
- (a) has been employed by the Employer for one (1) continuous year;
 - (b) has submitted a written request for leave at least four **(4)**weeks prior to commencement of such leave;
 - (c) **will** remain at home to care for a newborn or newly adopted child; and
 - (d) makes a Statutory Declaration that the child is a bona fide dependant of the employee and resides with the employee.
- 23.11 Parental leave to a total maximum of thirty-five (35) weeks may be taken by either parent or by both parents, and is also available to adoptive parents.
- 23.12 Leave granted under this article shall be counted for the calculation of continuous employment for the purpose of calculating severance pay.
- 23.13 Where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits she shall receive her weekly rate of pay for one (1) week of the two week waiting period. An employee may be asked to provide proof that she has applied for and is entitled to receive Employment Insurance benefits. The provisions of this clause apply to maternity, adoption and parental leaves.

Emergency Leave

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

Article 24
Short Term Leave for Training Purposes

- 24.01 Leave without pay to take advanced or supplementary professional, technical training or other educational purposes related to career development up to one academic year may be granted by the Employer to employees upon written application.
- 24.02 At the Employer's discretion full or partial financial assistance in respect of salary and benefits, tuition, travelling and other expenses may be granted during such leave where:
- (a) the employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to him; or
 - (b) the courses are required to keep the employee abreast of new knowledge and techniques in his field of work; or
 - (c) qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
- 24.03 Subject to prior approval by the Employer, where an employee provides the Employer with evidence that he has successfully completed a course the Employer shall reimburse the employee for tuition fees paid by him if the course is of value to the employee's work and does not require him to be absent from duty.
- 24.04 Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation for the employee to return after leave to work for the Employer for a period equivalent to the leave.
- 24.05 Where a request for leave under this article has been submitted by an employee, the Employer shall, within sixty (60) calendar days from the date of the employee's submission, advise the employee whether his request has been approved or denied.

Article 25
Hours of Work

- 25.01 Regularly scheduled hours of work for employees shall be Monday to Friday as follows:
- (a) Administration: 37.5 hours per week regularly scheduled as 9:00 a.m. to noon and 1:00 p.m. to 5:30 p.m.;

- (b) Public Works: 40 hours per week subject to (e) below regularly scheduled as 8:00 a.m. to noon and 1:00 p.m. to 5:00 p.m.;
- (c) Recreation: 40 hours per week, 8 hours per day;
- (d) Aboriginal Head Start: 27.5 hours per week regularly scheduled between the hours of 8:30 a.m. to 5:00 p.m.
- (e) Work performed after his regularly scheduled hours of work due to a breakdown of a water or sewer truck because of a malfunction for a reasonable period to repair the vehicle.

25.02 All employees shall receive a one hour lunch break and two fifteen minute rest periods per workday: one rest period in the mid-morning and one in the mid-afternoon.

Article 26

Overtime

26.01 In this Article:

- (a) "Overtime" means work performed by an employee before or after or in excess of his regularly scheduled hours of work, excluding work performed after his regularly scheduled hours of work due to a breakdown of a water or sewer truck because of a malfunction for a reasonable period to repair the vehicle;
- (b) "Straight time rate" means the hourly rate of remuneration;
- (c) "Time and one-half" means one and one-half times the straight time rate;
- (d) "Double time" means twice the straight time rate.

26.02 (a) Except in the case of emergencies, all overtime hours must be authorized in advance by the Senior Administrative Officer or Public Works Foreman.

- (b) Subject to operational requirements, the Employer shall make every reasonable effort:
 - (i) 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;
 - (ii) to give employees who are required to work overtime reasonable advance notice of this requirement.
- (c) Employees may refuse to work overtime, except in the case of emergencies.

- 26.03 (a) An employee who is requested to work overtime shall be entitled to a minimum of fifteen (15) minutes' pay at the appropriate rate described in (b) below.
- (b) Overtime work shall be compensated as follows:
- (i) at time and one-half (1 ½) for all hours except as provided in Clause 26.03(b)(ii);
 - (ii) double time (2) for all hours worked on a day of rest or designated paid holiday;
 - (iii) in lieu of (i) and (ii) above the Employer shall grant, at the employee's request, equivalent leave with pay at the appropriate overtime rate.
- (c) When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime and the number of overtime hours.
- 26.04 Employees may choose to accumulate up to eighty (80) hours of banked time in lieu of payment of overtime. All overtime in excess of eighty (80) hours must be paid as overtime pay. Time off in lieu of overtime shall be taken at a time that is mutually agreed to in advance by the employee and the Employer. Banking of lieutime hours applies to all lieutime hours earned.

Article 27

Pay

- 27.01 Employees are entitled *to* be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Appendices.
- 27.02 Employees shall be paid on a biweekly basis with pay days being every second Thursday with up to a four (4) day holdback.
- 27.03 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 27.04 Employees who have earned overtime compensation, or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned, but in any event shall receive such remuneration on the following pay day.

Acting Pay

- 27.05 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis for at least three (3) working days, 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.

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

Salary Increases

- 27.07 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.

- 27.08 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay, standby and allowances not later than the month following the month in which this Agreement is signed.

- 27.09 Retroactive pay shall be issued on a separate paycheque.

- 27.10 When an employee is appointed to a new position he shall be paid:

- (a) if the appointment constitutes a promotion, an increase in salary within the pay range of the position to which he is appointed;
- (b) if the appointment constitutes a transfer, he shall receive a rate of pay within the range of the position to which he is transferred, which is nearest to, but not less than his former rate of pay;
- (c) if the appointment constitutes a demotion, he shall receive a rate of pay within the range of the position to which he is demoted, which is nearest to but not greater than his former rate of pay;
- (d) if the appointment is an initial appointment to a position with the Employer, the new employee shall be paid a rate of pay within the range of the position, which is commensurate with the employee's qualifications and experience in the position as determined by the Employer.

- 27.11 (a) Notwithstanding the provisions of Clause 27.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over-classified and the maximum salary payable in the new range is less than the maximum salary of the incumbent of that position, he shall be paid as the present incumbent of that position in a holding range which will permit him to be paid at a salary which is nearest to and not less than his present maximum salary.

- (b) Where an employee accepts a transfer or training that would put him in a position nearer to the position before it was reclassified, he shall continue to be paid in the holding range.

- (c) For the purposes of this article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was reclassified downwards.

Pay Recovery

- 27.12 Where an employee through no fault of his own has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the overpayment and of the Employer's intention to recover the overpayment. Prior to said recovery, the Employer and the employee shall discuss the pay recovery and the Employer shall devise an acceptable recovery schedule. But in any case the recovery shall not be in excess of twenty percent (20%) of the employee's net earnings per pay period.
- 27.13 If more than one (1) year has passed since the overpayment, there shall be no recovery of the overpayment.

Article 28
Reporting Pay

- 28.01 If an employee reports to work on his regularly scheduled workday and there is insufficient work available, he is entitled to pay for that day.
- 28.02 If an employee is directed to report for work on a day of rest or on a designated paid holiday and there is insufficient work available, he is entitled to pay for that day at his straight time rate.
- 28.03 If an employee is directed to report for work outside of his regularly scheduled hours of work, he shall be paid the greater of:
 - (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to two (2) hours' pay at the straight-time rate.

Article 29
Call-back Pay

- 29.01 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
 - (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours' pay at the straight-time rate.
- 29.02 Compensation for call-back shall be made either in cash or lieutime, at the discretion of the employee.

- 29.03 Except in the case of an emergency, employees shall not be required to return to work on a call-back. When employees do return to work on a call-back, payment under this article shall be made whether or not work is actually available and performed.
- 29.04 Subject to 29.03 above, no employee shall be disciplined for being unable to return to work on a call-back.
- 29.05 Water truck drivers are required as part of their job to be members of the volunteer fire department. If there is a fire during working hours they will respond and be paid their appropriate rate of pay for such hours. If volunteer fire department duties require them to work before or after their regular hours of work, they shall be compensated for each response the greater of:
- (a) twenty-five dollars (\$25.00);
 - (b) overtime at the appropriate rates for the hours actually worked.

Article 30

Pay for Travel on Behalf of Employer

- 30.01 Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (a) when the travel occurs on a regular work day, as though he were at work for all hours travelled;
 - (b) when the travel occurs on a day of rest or designated paid holiday, at one and one-half times (1 ½) his straight time rate for all hours travelled subject to a minimum of two (2) hours pay at the straight time rate.
- 30.02 For the purpose of this article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but are exclusive of overnight stopovers.
- 30.03 The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.
- 30.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive time off in lieu of pay at his straight time rate of pay for the day.
- 30.05 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 31
Vacancies, Job Postings, Promotions and Transfers

- 31.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted on the Union notice board. The job posting shall state the job classification, rate of pay and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.
- 31.02 In choosing between candidates the Employer shall select the best qualified candidate based on the following criteria as required by the position:
- (a) knowledge;
 - (b) skills;
 - (c) education;
 - (d) experience;
 - (e) seniority.

The weight of the individual criteria may be determined by the Employer. When two or more candidates are relatively equal seniority shall be the governing factor.

Transfers

- 31.03 No employee shall be transferred to a position outside the Bargaining Unit without his consent. If an employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority accumulated up to the date of transfer, but will not accumulate further seniority.
- 31.04 No employee shall be transferred to another position within the Bargaining Unit without his consent.

Probationary Employees

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

Credit for Previous Experience

- 31.06 Wage rates for new or re-hired employees shall be based on the pay grid at a rate commensurate with qualifications and experience.

Article 32

Job Descriptions

- 32.01 When an employee is first hired or when an employee is reassigned to another position in the bargaining unit the Employer shall, before the employee is assigned to that position, provide the employee with a current, accurate and written Job Description of the position to which he is assigned.
- 32.02 Upon written request, an employee shall be given a current, accurate and written Job Description of his position.

Article 33

Classification

- 33.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall, before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may withdraw the proposed classification and may resubmit their proposal, or 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.
- 33.02 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 34

Employee Performance Review and Employee Files

Employee Performance Review

- 34.01 The Employer's representative who reviews an employee's performance must have observed the employee's performance for at least one-half ($\frac{1}{2}$) of the period for which the employee's performance is evaluated or have input from another person who has so observed the employee.
- 34.02 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and 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 correct any factual inaccuracies in his performance appraisal.

34.03 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals. Subject to operational requirements, every effort will be made to develop the career potential of the employee through training, in-service training, retraining, or any other facets of career development which may be available and are related to the duties of his position.

Employee Files

34.04 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware by the provision of a copy thereof at the time of filing or within five (5) working days thereafter.

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

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

34.07 The Employer agrees that there will be only one file kept for each employee.

34.08 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 of his right to be accompanied by his Representative at least one (1) day in advance of said meeting.

Article 35

Term Positions

35.01 No term position shall have a stated term of more than two (2) years, except for term journeyman positions, which may last for such period as is necessary for the apprentice working under the journeyman to finish his apprenticeship, or a term position to replace an employee on leave for a Union position under Clause 13.14.

35.02 No term position shall be extended from its originally stated term without the consent of the Union.

35.03 An employee in a term position is not entitled to severance pay at the end of his term.

Article 36 **Contracting Out**

36.01 There shall be no contracting out of any work by the Employer if it would result in the layoff or reduction in the hours of work of bargaining unit members.

Article 37 **Seniority**

37.01 Seniority is defined as the length of service with the Employer and shall be applied on a departmental-wide basis, unless otherwise agreed in this Agreement. For purposes of this Article departments are:

- (a) Administration;
- (b) Public Works;
- (c) Recreation;
- (d) Aboriginal Head Start.

37.02 A newly hired employee shall be on probation for a period of six (6) months. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement, except where his rights are otherwise limited by this Agreement.

37.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept current, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every *six* (6) months.

Article 38 **Layoff and Job Security**

38.01 There shall be no lay-off of any employee during the life of this Agreement except for lay-off resulting from lack of work or lack of funding.

38.02 In the event of lay-off, employees shall be laid off in reverse order of their seniority within their job classification.

38.03 The Employer shall give employees who are to be laid-off one (1) month prior notice in writing of the effective date of lay-off, or award pay in lieu thereof.

38.04 Employees shall have bumping rights in accordance with their seniority subject to the ability, qualifications and job-related suitability to perform such jobs within their department as outlined in Article 25.

- 38.05 Employees shall be recalled within their job classification in the order of their seniority, where jobs become available, provided they have the ability to perform such jobs. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. 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 from the time that he receives notice of recall unless, on reasonable grounds, he is unable to do so.
- 38.06 No new employees shall be hired within a job classification until those laid off from the same job classification have been given the opportunity of recall.

Cooling Off Period – Three (3) Working Days

- 38.07 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.
- 38.08 Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge effective the date that the employee sought to return to work and may be grieved as a discharge.
- 38.09 This cooling off period will only apply once per fiscal year.

Article 39
Suspension and Discipline

- 39.01 Where 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 Representative of the Union in attendance. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself against it.
- 39.02 When circumstances are such that the Union Representative was not available or the employee did not request the attendance of a Union Representative, the Employer shall notify the appropriate Union Representative when discipline occurs.
- 39.03 Discipline, including dismissal, shall be subject to just cause.

Article 40
Severance Pay

Resignation, Termination for Health Reasons, and Death

- 40.01 An employee whose employment is terminated due to resignation, health reasons or death after ten (10) years of continuous employment, or layoff after three (3) years of continuous employment, is entitled to be paid Severance Pay in accordance with the following formula:

- (a) one-half (1/2) the number of years of service times his weekly rate of pay on termination of employment to a maximum of twelve (12) weeks;
- (b) when employment terminates for any of the reasons stated in Clause 40.01 above, the employee shall have the right to waive his entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

Article 41

Labour-Management Committee

- 41.01 A Labour-Management Committee will be formed to consult on matters of Safety and Health, and other matters of mutual interest.
- 41.02 The Labour-Management Committee shall be comprised of six (6) members: three (3) from the Bargaining Unit and three (3) from the Employer with each party choosing their respective representatives. The Union will consider the departmental structure in appointing their representatives.
- 41.03 The Labour-Management Committee will meet any time at the request of either party, but in any event will meet at least once every six (6) months.

Article 42

Safety and Health

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

Safety Act and Regulations

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

Right to Refuse Dangerous Work

- 42.03 An employee shall have the right to refuse to work in dangerous situations as described below:
 - (a) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him otherwise, or until a safety officer appointed under the *Safety Act* or his designated representative has investigated the matter and advised him otherwise.

- (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in subsection 42.03(a). No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

First Aid

- 42.04 The Employer will offer Safety First Aid courses to all employees required to hold certificates pursuant to the *Safety Act*, including refresher courses required to maintain a valid certificate, at the Employer's expense. Employees taking first aid training shall be granted leave with pay for the duration of the courses.
- 42.05 The Employer will provide and maintain in good condition first aid kits in appropriate locations on the Employer's premises.

Transportation of Injured Workers

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

Protective Clothing and Equipment

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

Occupational Health Examinations

- 42.08 Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner the employee shall be granted leave with pay to attend the examination. All examination costs will be the responsibility of the Employer.
- 42.09 The employee shall have access to all occupational health information resulting from or related to his occupational health examination, and such information shall be maintained in a confidential manner and retained within the medical community.

Article 43

Technological Change

- 43.01 Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements.
- 43.02 With this view, and recognizing the extensive lead time required for the selection, provision and installation of new equipment, software or materials, the Employer agrees to provide at least four (4) months notice to the Union of any major technological change which would result in changes in the employment status or in this Agreement.
- 43.03 Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to meet within thirty (30) days for consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the intended technological change.
- 43.04 The Employer shall make every reasonable effort to continue to employ employees who would otherwise become redundant because of technological change.
- 43.05 In cases where employees may require retraining the Employer will make every reasonable effort to offer suitable training courses.

Article 44

Relocation Expenses on Initial Appointment

- 44.01 Employees hired from outside of Arctic Bay may be reimbursed for relocation expenses and airfare, accommodations and meals for the employee and dependents by the most economic means. Contracts written or agreed to must be completed.
- 44.02 For employees hired outside of Arctic Bay, the employer may pay for personal belongings not including snowmobiles, ATV's or other vehicles to be shipped to a maximum weight of:
- (a) 1,500 pounds without dependents;
 - (b) 4,000 pounds with dependents.

Article 45

Ultimate Removal Assistance

- 45.01 On removal for reasons other than cause, the employee must have been employed for over one year to be entitled to any removal benefits received upon initial appointment unless the employee has taken vacation travel assistance during the same half of the fiscal year. In which case their removal entitlement will be reduced by the amount of vacation travel assistance taken. Removal for employees who have served more than one year will be:

- (a) between one and two years 50% of original relocation terms
- (b) between two and three years 75% of original relocation terms;
- (c) over three years 100% of original relocation terms.

Article 46

Duty Travel

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

Entitlement

46.02 The entitlements set out hereunder are subject to the limitations in this article. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this article, the claimant must explain the circumstances of his claim and justify actual expenses by receipts.

Transportation

46.03 The cost of transportation is authorized as follows:

- (a) economy air travel (employees may be entitled to travel executive class if proof is provided that economy air travel was not available on a required flight);
- (b) privately-owned car:
 - (i) where the use of a privately-owned car is authorized for the Employer's rather than the employees convenience, an allowance of 47 cents per kilometre;
 - (ii) where the use of a privately-owned car is authorized for the employee's rather than the Employer's convenience, an allowance of 20.5 cents per kilometre;
- (c) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
- (d) rented or hired cars – where this is the most reasonable or economical means of travel. employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability.

Accommodation

46.04 (a) Commercial Accommodation: employees may be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels

which provide government or corporate discounted rates. When making a reservation the employee must request the discounted rate, and where the stay is expected to exceed one week the employee must request any weekly or monthly rates offered if cost-effective. Receipts must be accompany commercial accommodation expenses.

- (b) Non-commercial Accommodation: where employees make private arrangements for overnight accommodation they may claim \$50.00 for each night.

Meals and Incidental Expenses

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

A duty travel per diem rate of \$90.10 will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed:

- (a) Breakfast \$ 15.10
- (b) Lunch \$ 20.10
- (c) Dinner \$ 43.40
- (d) Incidentals \$ 11.50

(These rates are effective October 1,2001)

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

These rates will be adjusted as the Federal Government rates are changed (April 1st & October 1st of each year).

Note: Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified and supported by receipts, and where the cost of meals is not included in the accommodate rate, the employee will be reimbursed for the actual expense incurred. Where receipts cannot be provided reimbursement will be made for the meal allowances outlined above.

Other Expenses

46.06 Employees may be reimbursed for:

- (a) telephone or Internet expenses for business purposes;
- (b) baggage – for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;

- (c) taxis – the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available;
- (d) laundry – after two consecutive days on duty travel, a maximum of \$5.00 per day for each subsequent day supported by receipts in all cases;
- (e) where an employee is required to remain absent from his home over a weekend, and has been on continuous travel status for two or more days preceding the weekend, he shall be paid a communication allowance of \$5.00;
- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00 supported by receipts;
- (g) any other expense that may be authorized by the Employer.

Limitations

46.07 No item of "other expenses" or transportation in excess of \$5.00, will be reimbursed unless it is supported by a receipt.

Procedures

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

Article 47
Uniform Clothing Issue

47.01 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 Employer shall provide uniform clothing free of charge to employees.

47.02 Uniform clothing issue is defined as items of wearing apparel generally consisting of:

- (a) outer clothing for work on duty indoors or outdoors;

- (b) safety footwear;
 - (c) gloves, shirts and pants.
- 47.03 The Employer shall provide each Public Works employee with one (1) pair of summer and one (1) pair of winter safety footwear appropriate for the environmental conditions.
- 47.04 The Employer shall provide each Public Works employee with one (1) pair of summer coveralls and one (1) pair of winter coveralls.
- 47.05 The Employer shall provide each Public Works employee with summer leather or rubber work gloves, and insulated leather or rubber work gloves for cold weather.

Terms and Conditions of Uniform Clothing Issue

- 47.06 The Employer shall replace uniform clothing issue when worn-out and presented for replacement by the employee.
- 47.07 Uniform clothing issues are to be worn only when employees are on duty.
- 47.08 Loss or damage through negligence to uniform clothing issue **will** result in an assessed charge to the employee.
- 47.09 In the event a uniform employee terminates or transfers to a non-uniform position, the employee shall be given the option to purchase the selected uniform clothing items at a reasonable price based on the age and condition of the selected items.

Laundry Service

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

Article 48
Trades – Work Clothing and Protective Equipment

- 48.01 Where the following articles are required by the Employer or the Workers' Compensation Board, the Employer shall supply employees with the following articles of equipment:
- (a) hard hats;
 - (b) aprons;
 - (c) welding goggles;
 - (d) dust protection;
 - (e) eye protection, except prescription lenses;

(f) ear protection.

48.02 When the following articles are required by the Employer or the Workers' Compensation Board, the Employer shall replace the following articles 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.

Extreme Weather Conditions

48.03 Except in emergency circumstances, the Employer shall continue the practice of not requiring employees to work outside under extreme weather conditions.

Article 49
Apprentices

49.01 The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon hiring.

49.02 Apprenticeships and related training programs shall be those recognized pursuant to the *Apprenticeship, Trade and Occupations Certification Act*.

49.03 Pay increases shall be based upon levels of certification issued pursuant to the *Apprenticeship, Trade and Occupations Certification Act* and shall be effective from the date of certification. Apprentice rates will be based on a percentage of the appropriate journeyman rates as follows:

<u>Four Year Training Programs</u>		<u>Three Year Training Programs</u>	
Year 1	50%	Year 1	55%
Year 2	60%	Year 2	65%
Year 3	70%	Year 3	80%
Year 4	80%		

49.04 Upon successful completion of the Apprenticeship program, the Employer shall make every reasonable effort to provide that employee with a permanent full-time

journeyman position in the area of his trade. All time spent as an apprentice shall be counted towards continuous employment.

- 49.05 Where an apprentice fails to complete his training to the certified level in accordance with the provisions of the *Apprenticeship, Trade and Occupations Certification Act* for his trade, the Employer may terminate the employment of the apprentice. All apprentices must, as a condition of continuing employment, become certified tradesmen in their trade area.

Article 50 **Tools**

- 50.01 The Employer agrees to replace, upon presentation, worn out or broken tools used and owned by Public Works employees in the regular performance of their work. Whenever replacement is made the new tool will be of a similar quality as the replaced tool.
- 50.02 Where highly specialized tools not normally associated with a Public Work employee's tool kit are required, they will be provided by the Employer, who will retain ownership of them.
- 50.03 The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees shall be able to purchase these tools and equipment through the Employer at the Employer's cost price through payroll deduction.

Article 51 **Bilingual Bonus**

- 51.01 Where an employee is required by the Employer in the day-to-day operations of a position to speak a second language there shall be paid a bilingual bonus of five hundred dollars (\$500.00) per annum.
- 51.02 Bilingual bonus shall be paid to full-time and part-time permanent employees as an hourly allowance, paid on regular hours worked and during periods of annual leave and time-off taken in lieu of pay.

Article 52 **Settlement Allowance**

- 52.01 This allowance is an equalizing subsidy to assist in offsetting the high economic costs of living in Arctic Bay.
- 52.02 Settlement Allowance shall be paid to every full-time employee and to every part-time employee on a prorated basis.
- 52.03 Employees will be paid the Settlement Allowance biweekly each pay period.

- 52.04 The Settlement Allowance shall be Five Thousand, Seven Hundred Dollars (\$5,700.00) per year effective January 1, 2002, and Five Thousand, Eight Hundred Dollars (\$5,800.00) per year effective January 1, 2003.

Article 53 **Housing Allowance**

- 53.01 Employees who own private housing shall receive a Housing Allowance of Four Hundred and Fifty Dollars (\$450.00) per month. The provisions of this Article shall apply only to one employee per household.
- 53.02 A prorated reduction in these allowances **will** be applied for the time an employee is leave without pay and for part-time employees.
- 53.03 The allowances under this article shall be paid on a biweekly basis as part of their regular paycheque.

Article 54 **Insurance Plans**

- 54.01 The Northern Employee Benefits Services *Basic Group Life Insurance, Accidental Death & Dismemberment, Dependents Insurance, Long Term Disability* and *Weekly Indemnity* plans are terms or conditions of employment for all permanent employees. The premium cost sharing between the Employer and an employee in effect on January 1, 2002 shall remain in force unless changed by the plan administrator.
- 54.02 The Employer shall advise the Pension Plan and Insurance Plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, and other required data as determined by these plans without delay.
- 54.03 The Employer further agrees to remit all required premiums for the plans under this article within a reasonable period.

Article 55 **Registered Retirement Savings Plan**

- 55.01 The Employer agrees to introduce a Registered Retirement Savings Plan program effective within ninety (90) days of ratification at the Royal Bank of Canada.
- 55.02 Employees may participate on a voluntary basis.
- 55.03 Employees may contribute up to ten percent (10%) of regular earnings through payroll deductions.



Article 56
Re-opener of Agreement and Mutual Discussions

Re-opener of Agreement

- 56.01 This Agreement may be amended by mutual consent between the Employer and the Union.

Mutual Discussions

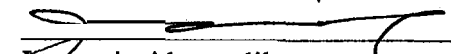
- 56.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

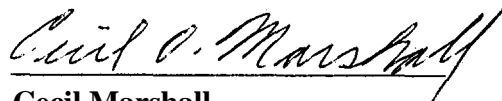
Article 57
Duration and Renewal

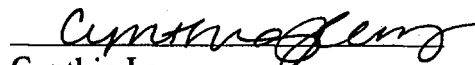
- 57.01 The term of this Agreement shall be from January 1, 2002 to December 31, 2004.
- 57.02 Notwithstanding Clause 57.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 17, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 57.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49 of the *Canada Labour Code*.
- 57.04 Where notice to bargain collectively has been given under Clause 57.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

SIGNED at Arctic Bay, Nunavut February 7, 2002 by the Negotiating Committees:


Hamlet of Arctic Bay

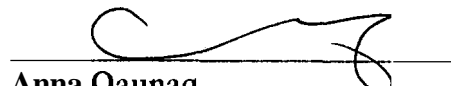

Ioanasi Akumalik
Mayor


Cecil Marshall
Senior Administrative Officer

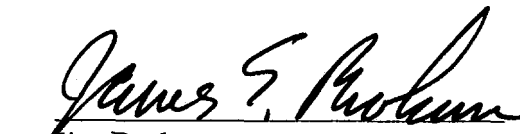

Cynthia Levy
Negotiator


Public Service Alliance of Canada


Jean-François Des Lauriers
Regional Executive Vice-President
For the North, P.S.A.C.


Anna Qaunaq
Committee Member


Steven Kalluk
Committee Member


Jim Brohman
Regional Representative, PSAC


Stephen Bedingfield
Service Officer, NEU

**Schedule A
Rates of Pay**

(Effective January 1, 2002 as Conversion Date)

DEPARTMENT Job Title / Classification	Pay Steps					
	1	2	3	4	5	6
ADMINISTRATION						
Assistant Finance Officer	16.96	17.30	17.65	18.00	18.36	18.73
Receptionist/Secretary	14.00	14.28	14.57	14.86	15.15	15.46
Office Janitor	12.00	12.24	12.48	12.73	12.99	13.25
PUBLIC WORKS						
Truck Driver - Class 3Q	20.10	20.50	20.91	21.33	21.76	22.19
Truck Driver - Class 5	14.56	14.85	15.15	15.45	15.76	16.08
Heavy Equipment Operator	16.79	17.13	17.47	17.82	18.17	18.54
Mechanic	25.36	25.87	26.38	26.91	27.45	28.00
Mechanic Apprentice				1st Year	50%	14.00
				2nd Year	60%	16.80
				3rd Year	70%	19.60
				4th Year	80%	22.40
Building Maintainer	16.61	16.94	17.28	17.63	17.98	18.34
RECREATION						
Recreation Coordinator	17.56	17.91	18.27	18.63	19.01	19.39
Gym/Arena Supervisor	12.00	12.24	12.48	12.73	12.99	13.25

PAY NOTES:

1. Employees will be placed on the grid at a rate nearest to, but not less than their current rate.
2. Subject to satisfactory performance, employees shall move to the next highest step on the pay grid for their classification on their anniversary of their date of hire.
3. Truck Driver classifications (i.e. 3Q / 5) based on Nunavut driver's license class

**Schedule A
Rates of Pay**

(Effective January 1, 2002) Increase: 2.00%

DEPARTMENT	Pay Steps					
Job Title / Classification	1	2	3	4	5	6
ADMINISTRATION						
Assistant Finance Officer	17.30	17.65	18.00	18.36	18.73	19.10
Receptionist/Secretary	14.28	14.57	14.86	15.15	15.46	15.77
Office Janitor	12.24	12.48	12.73	12.99	13.25	13.51
PUBLIC WORKS						
Truck Driver - Class 3Q	20.50	20.91	21.33	21.76	22.19	22.64
Truck Driver - Class 5	14.85	15.15	15.45	15.76	16.08	16.40
Heavy Equipment Operator	17.13	17.47	17.82	18.17	18.54	18.91
Mechanic	25.87	26.38	26.91	27.45	28.00	28.56
Mechanic Apprentice				1st Year	50%	14.28
				2nd Year	60%	17.14
				3rd Year	70%	19.99
				4th Year	80%	22.85
Building Maintainer	16.94	17.28	17.63	17.98	18.34	18.71
RECREATION						
Recreation Coordinator	17.91	18.27	18.63	19.01	19.39	19.78
Gym/Arena Supervisor	12.24	12.48	12.73	12.99	13.25	13.51

PAY NOTES:

1. Subject to satisfactory performance, employees shall move to the next highest step on the pay grid for their classification on their anniversary of their date of hire.
2. Truck Driver classifications (i.e. 3Q / 5) based on Nunavut driver's license class

**Schedule A
Rates of Pay**

(Effective January 1, 2003) Increase: 1.50%

DEPARTMENT Job Title / Classification	Pay Steps					
	1	2	3	4	5	6
ADMINISTRATION						
Assistant Finance Officer	17.56	17.91	18.27	18.63	19.01	19.39
Receptionist/Secretary	14.49	14.78	15.08	15.38	15.69	16.00
Office Janitor	12.42	12.67	12.93	13.18	13.45	13.72
PUBLIC WORKS						
Truck Driver - Class 3Q	20.81	21.23	21.65	22.08	22.52	22.98
Truck Driver - Class 5	15.07	15.38	15.68	16.00	16.32	16.64
Heavy Equipment Operator	17.38	17.73	18.08	18.45	18.82	19.19
Mechanic	26.26	26.78	27.32	27.86	28.42	28.99
Mechanic Apprentice				1st Year	50%	14.49
				2nd Year	60%	17.39
				3rd Year	70%	20.29
				4th Year	80%	23.19
Building Maintainer	17.20	17.54	17.89	18.25	18.61	18.99
RECREATION						
Recreation Coordinator	18.18	18.54	18.91	19.29	19.68	20.07
Gym/Arena Supervisor	12.42	12.67	12.93	13.18	13.45	13.72

PAY NOTES:

1. Subject to satisfactory performance, employees shall move to the next highest step on the pay grid for their classification on their anniversary of their date of hire.
2. Truck Driver classifications (i.e. 3Q / 5) based on Nunavut driver's license class

**Schedule A
Rates of Pay**

(Effective January 1, 2004) Increase: 2.00%

DEPARTMENT Job Title / Classification	Pay Steps					
	1	2	3	4	5	6
ADMINISTRATION						
Assistant Finance Officer	17.91	18.27	18.63	19.01	19.39	19.77
Receptionist/Secretary	14.78	15.08	15.38	15.69	16.00	16.32
Office Janitor	12.67	12.93	13.18	13.45	13.72	13.99
PUBLIC WORKS						
Truck Driver - Class 3Q	21.23	21.65	22.08	22.52	22.98	23.43
Truck Driver - Class 5	15.38	15.68	16.00	16.32	16.64	16.98
Heavy Equipment Operator	17.73	18.08	18.45	18.82	19.19	19.58
Mechanic	26.78	27.32	27.86	28.42	28.99	29.57
Mechanic Apprentice				1st Year	50%	14.78
				2nd Year	60%	17.74
				3rd Year	70%	20.70
				4th Year	80%	23.65
Building Maintainer	17.54	17.89	18.25	18.61	18.99	19.37
RECREATION						
Recreation Coordinator	18.54	18.91	19.29	19.68	20.07	20.47
Gym/Arena Supervisor	12.67	12.93	13.18	13.45	13.72	13.99

PAY NOTES:

1. Subject to satisfactory performance, employees shall move to the next highest step on the pay grid for their classification on their anniversary of their date of hire.
2. Truck Driver classifications (i.e. 3Q / 5) based on Nunavut driver's license class

MEMORANDUM OF AGREEMENT

between the

PUBLIC SERVICE ALLIANCE OF CANADA

and the

HAMLET OF ARCTIC BAY

Re: THIRD PARTY FUNDED POSITIONS

- 1. The parties agree that, provided funding from the third party is maintained at the current levels, the Employer will pay an hourly rate of pay for third party positions as follows:

Full-time:

Community Wellness Coordinator	\$14.48
Economic Development Officer	\$27.49
Municipal Liaison Officer	\$20.85
Income Support Worker	\$21.83

Part-time:

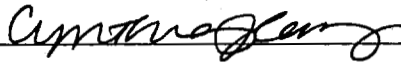


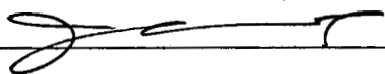
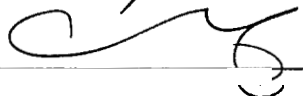
Aboriginal Head Start Janitor	\$12.00
Assistant Aboriginal Head Start Coordinator	\$18.00
Aboriginal Head Start Coordinator	\$30.00
Community Lands Administrator	\$25.00

Subject to ability to pay, the economic increases agreed to in the Memorandum of Settlement will be applied to the Third Party Funded Positions. Ability to pay will be determined by monies available for wages and benefits in such Agreements. In addition, the 2% step increases will apply, subject to the same ability to pay, as follows:

Community Wellness Coordinator					
15.06	15.36	15.67	15.98	16.30	16.63
Economic Development Officer					
25.90	26.42	26.95	27.49	28.03	28.60
Municipal Liaison Officer					
20.04	20.44	20.85	21.27	21.69	22.13
Income Support Worker					
21.40	21.83	22.26	22.71	23.16	23.63

Community Lands Administrator	24.03	24.51	25.00	25.50	26.01	26.53
Aboriginal Head Start Coordinator	28.27	28.84	29.41	30.00	30.60	31.21
Assistant Aboriginal Head Start Coordinator	17.30	17.65	18.00	18.36	18.73	19.10
Aboriginal Head Start Janitor	12.00	12.24	12.48	12.73	12.99	13.25

2. Benefits – The current benefits provided to employees in Third Party Funded Positions (e.g., Northern Allowance, Settlement Allowance, Housing Allowance, and Vacation Travel Assistance) shall continue subject to continued funding levels of said Agreements. In addition, subject to continued funding levels, the incumbent Municipal Liaison Officer shall continue to receive a housing subsidy.
3. Benefits contained in the Collective Agreement will be extended to employees in Third Party Funded positions to the extent that sufficient funding is provided under the Third Party Funding Agreements.
4. In the event of decreases in the funding available under Third Party Funding Agreements, the Employer will consult with the Union on the impact on terms and conditions of employment for the affected Third Party Funded positions.
5. Prior to accepting future Third Party Funded positions, the Employer shall advise the Union of the position and the funding provided by the Third Party for wages and benefits.

	
<u>Cecil O. Marshall</u>	
	
	<u>Steven Hall</u>
	<u>James S. Prohm</u>

LETTER OF UNDERSTANDING #1

Between:

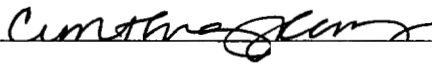
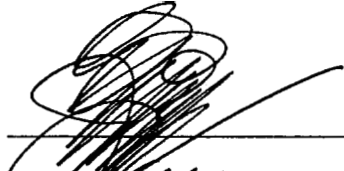
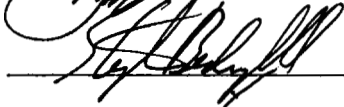
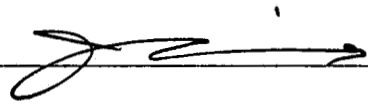
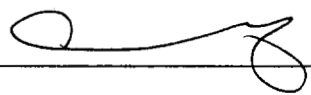
PUBLIC SERVICE ALLIANCE OF CANADA

- and -

HAMLET OF ARCTIC BAY

Re: SHIFT WORK/STANDBY

The parties agree that if the Employer plans to introduce shift work or standby they shall notify the Union. Prior to such introduction, the parties **will** attempt to negotiate the terms and conditions of employment covering shift work and standby. If the parties have failed to agree to such terms and conditions within 90 days of such notice being provided to the Union, the dispute will be placed before a third party arbitrator for final resolution. The parties **will** be responsible for their own costs and will equally share the costs of the arbitrator.

 _____	 _____
<i>Civil O.</i> _____	 _____
 _____	 _____
_____	<i>Asteria Kallal</i> _____
	<i>James E. Pothier</i> _____

LETTER OF UNDERSTANDING #2

Between:

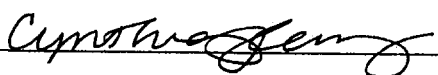
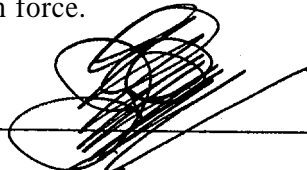
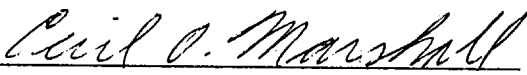

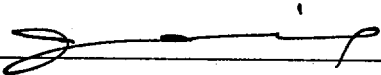
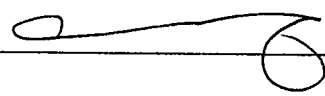
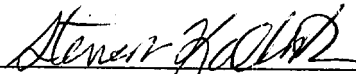
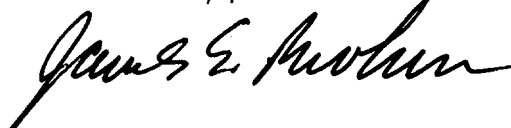
PUBLIC SERVICE ALLIANCE OF CANADA

- and -

HAMLET OF ARCTIC BAY

Re: VTA FOR INCUMBENT RECREATION COORDINATOR

The parties agree that the Vacation Travel Assistance provided as of January 1, 2002 for the incumbent Recreation Coordinator will remain in force.

 _____	 _____
 _____	 _____
 _____	 _____
_____	 _____
	 _____

Memorandum of Agreement

between

Hamlet of Arctic Bay

-and-

Public Service Alliance of Canada

March 15, 2004

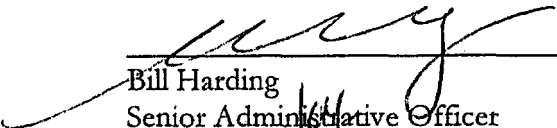
**RE: Amendment to Article 21.01 of the Collective Agreement between
the Parties expiring December 31, 2004**

The parties hereby agree to amend by mutual consent Article 21.01 of the Collective Agreement expiring December 31, 2004 to read as follows:

"An employee shall earn sick leave credits at the rate of one and one-half (1½) days for each calendar month for which he receives pay for at least ten (10) days."

Hamlet of Arctic Bay

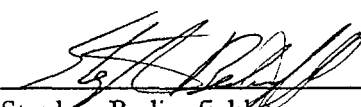
Public Service Alliance of Canada



Bill Harding
Senior Administrative Officer



Jean-François Des Lauriers
Regional Executive Vice-president –
North



Stephen Bedingfield
Service Officer, NEU