

COLLECTIVE AGREEMENT

BETWEEN

HAMLET OF POND INLET

AND

PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its agent

Nunavut Employees Union

Effective: April 1, 2003
Expires: March 31, 2005

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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 reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Agreement share a desire to create and maintain a working environment in which both the employees and the Employer can ensure that the citizens of Pond Inlet will be efficiently and effectively served.

ARTICLE 2 Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" means an employee has severed his employment with the Employer, except in extenuating circumstances, if he has not, directly or indirectly, contacted his Employer and he is absent without leave from work for a period of three (3) 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 Pond Inlet excluding the Senior Administrative Officer, the Senior Assistant Administrative Officer, the Hamlet Foremen, and casual employees;
 - (f) "Casual employee" means an employee who is employed for work of a temporary nature not to exceed four (4) months;
 - (g) A "Common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly 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, 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 six (6) months, his periods of employment for purposes of pension, sick leave, vacation

leave entitlement and vacation travel benefits shall be considered as continuous employment;

- (i) "Day of rest" means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
- (j) "Demotion" means the appointment of an employee to a new position with a rate of pay which is less than that of his former position;
- (k) "Employee" means a person employed by the Employer who is a member of the Bargaining Unit and includes;
 - (i) "full time employee" which means a person employed on a continuing basis for an indeterminate period.
 - (ii) "Part-time employee" which means an employee who is employed on a continuing basis for less than a standard work day, week or month for an indeterminate period;
- (l) "Employer" means the Hamlet of Pond Inlet;
- (m) "Fiscal year" means the period of time from April 1 of one year to March 31 of the following year;
- (n) "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;
- (o) "Layoff" means the termination of employment including a termination of employment because of lack of work, lack of funding or because of the discontinuance of a function.
- (p) "Leave of absence" means absence from duty with the Employer's permission;
- (q) The expression "may" is permissive and the expressions "shall" and "will" are imperative;
- (r) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as fees payable by the members of the Bargaining Unit, and shall not include any levies, assessments, initiation fees or other deductions;
- (s) "Overtime" means work performed by an employee in excess or outside of his regularly scheduled hours of work;
- (t) "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;
- (u) "Promotion" means the appointment of an employee to a new position with a rate of pay which exceeds that of his former position;
- (v) "Rates of Pay":
 - (i) "daily rate of pay" means an employees hourly rate of pay, as set out in Appendix A, multiplied by the employee regular daily hours of work;

- (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five;
 - (w) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176.
 - (x) "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**;
 - (y) "Seniority" means length of service with the Employer;
 - (z) "Transfer" means the appointment of an employee to another position that does not constitute a promotion or demotion;
 - (aa) "**Union**" means the Nunavut Employees Union;
 - (bb) "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, if defined in the *Interpretation Act*, *Labour Standards Act* or the *Canada Labour Code Part I*, shall have the same meaning as given to them in the Act or Code.
- Gender**
- 2.03 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies.

ARTICLE 3 Recognition

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit as described in Certification Order No. 7950-U issued by the Canada Industrial Relations Board dated November 30, 2000.
- 3.02 The Employer shall advise prospective employees for Bargaining Unit positions 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 Failure to follow any of the provisions of the Agreement by the Employer shall not constitute a waiver of that provision of the Agreement and shall not be relied upon to create an estoppel.

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.

Conflict of Provisions

- 5.02 Where there is any conflict between the provisions of this Agreement and any direction or policy 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 direction or policy.

ARTICLE 6 Strikes and Lockouts

- 6.01 There shall be no lockouts by the Employer, and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees during the term of this Agreement.
- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production during the life of this Agreement, may be disciplined (up to and including dismissal) by the Employer.

ARTICLE 7 Management Rights

- 7.01 The Employer has the right to manage the Hamlet and retains all rights of management, except as specifically set out in this Agreement. Without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures for the operation of the Hamlet;
 - (b) to maintain order, discipline and efficiency and to establish and enforce rules and regulations;
 - (c) to plan, direct organize and control the work of the employees and the operations of the Hamlet;
 - (d) to direct employees, including hiring, transfer, lay-off, recall, promotion, demotion, classification, assignment of duties and determining of job descriptions.

ARTICLE 8 Employer Directives

- 8.01 The Employer shall provide the Union with a copy of **all** Employer policies and directives dealing with terms or conditions of employment.

ARTICLE 9 Discrimination

- 9.01 The Union, the Employer, and the employees agree to comply with all applicable human rights Legislation.
- 9.02 The Employer **will** make every reasonable effort to ensure that its workplace is free from sexual harassment.

ARTICLE 10 Outside Employment

- 10.01 No employee may carry on any business or employment outside his regularly scheduled hours of duty without **notifying** the Employer. Notification must occur prior to the commencement of the business or employment.

- 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.

ARTICLE 11 Appointment of Representatives

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

ARTICLE 12 Union Access to Employer Premises

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

ARTICLE 13 Time Off for Union Business

Arbitration Hearings

- 13.01 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

- 13.02 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

- 13.03 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.

- 13.04 Where an employee and his Representative are involved in meeting with the Employer during working hours and at the Employer's office with respect to the processing of a grievance, they shall be granted time off with pay to attend the meeting.

Contract Negotiations Meetings

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

Preparatory Contract Negotiations Meetings

- 13.06 The Employer will grant leave with pay for two (2) employees for a maximum of one (1) day each to attend preparatory negotiations meetings provided these meetings cannot be scheduled outside of working hours.

Meetings between the Union and Management

- 13.07 The Employer will grant leave with pay to up to two (2) employees who are meeting with management on behalf of the Union during working hours at the Employer's office.

Time-off for Representatives

- 13.08 Subject to operational requirements, 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 the Employer, all of which must take place during working hours and at the Employer's premises. Such permission shall not be unreasonably denied.
- 13.09 The Representative shall report back to his supervisor before resuming his normal duties.

Employee Organization Executive Council Meetings, Congresses and Conventions

- 13.10 Subject to operational requirements, and with advance approval of the Employer, the Employer will grant reasonable leave without pay to one (1) employee to attend executive council meetings and conventions of the Alliance, the Union, the Canadian Labour Congress and the Northern Territories Federation of Labour.

Representatives Training Course

- 13.11 Subject to operational requirements, and with advance approval of the Employer, 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.

Leave for Union Office

- 13.12 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 without pay for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 13.13 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 13.14 Upon termination of their leave of absence such employees shall be offered the position they held with the Employer at the commencement of their leave provided the position still exists with the Employer. When such employees wish to invoke this clause they shall provide the Employer with three months notice of their intent to do so.
- 13.15 Notwithstanding Clause 13.14, 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.
- 13.16 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.
- 13.17 Subject to operational requirements, and with advance approval of the Employer, the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week and for a maximum period of four (4) weeks to serve as President of the Union on a temporary basis.

ARTICLE 14 Check-off

- 14.01 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 other **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 Employer agrees to make deductions for reasonable purposes on the basis of the production of appropriate documentation.
- 14.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer.
- 14.07 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, as changes occur, with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, address, job classification, rate of pay, social insurance number, and employment status of **all** employees in the Bargaining **Unit**.

Publication of Agreement

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

- 15.03 The Employer shall provide each employee, and new employees on hire, with a copy of this Agreement.

Translation

- 15.04 The Union and the Employer will share equally **all** costs associated with the translation of this Agreement into Inuktitut. The Employer **will** provide translation. 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 main garage 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 may 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.

ARTICLE 17 Suspension and Discipline

- 17.01 Where an employee is required to attend a meeting with the Employer where written discipline will be imposed the employee shall be advised in advance of his right to have a representative of the Union in attendance. The reasons for the discipline shall be provided to the employee.
- 17.02 The Employer shall notify the appropriate Union Representative when written discipline occurs.
- 17.03 The Employer may discipline or discharge for just cause.

ARTICLE 18 Grievance and Arbitration

- 18.01 "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;
 - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (c) dismissal from the Employer; or
 - (d) letters of discipline placed on an employee's personnel file.
- 18.02 Grievances shall be settled according to the following procedures for adjustment of disputes and arbitration.
 - Representation
- 18.03 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 18.04 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such a grievance.
- 18.05 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. Union grievances must be filed within twenty-one (21) calendar days of the date on which the grievance arose.

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

Procedures

18.07 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 Senior Administrative Officer who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
- (b) provide the employee or the Union with a receipt stating the date on which the grievance was received by him.

18.08 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 (Personnel Committee of Hamlet Council)
- (c) Final Level (Arbitration)

18.09 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 given to the employee.

18.10 The Union shall have the right to consult with the Senior Administrative Officer with respect to a grievance at each or any level of the grievance procedure.

18.11 An Employer grievance shall be submitted to the Union directly to the President of the Union and shall be referable to arbitration under Clause 18.18.

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

Time Limits

18.13 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. Grievances that are not filed or advanced within the time limits stipulated in this Article are deemed abandoned and cannot later be filed or advanced.

18.14 A grievance may be presented at the First Level of the procedure in the manner prescribed in Clause 18.07 within twenty-one (21) calendar days.

18.15 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.

- 18.16 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the First Level,
- (a) where the decision or settlement is not satisfactory to the grievor, within 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 18.15 within twenty-one (21) calendar days after the day the decision was due.

Dismissal

- 18.17 No employee shall be dismissed without first being given notice in writing together with the reasons thereof. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Second Level within twenty-one (21) calendar days after the employee receives his notice of dismissal..

Arbitration

- 18.18 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Second Level, of his desire to submit the difference or allegation to arbitration.

Single Arbitrator

- 18.19 The parties agree that arbitration referred to in Clause 18.18 shall be by a single arbitrator.
- 18.20 If an arbitrator selected by mutual agreement of the parties is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period. Such time limit may be extended by mutual agreement.
- 18.21 In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Human Resources Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.

Power of the Arbitrator

- 18.22 The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code* in addition to any powers that are contained in this Agreement.
- 18.23 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 18.24 The arbitrator shall sign the award and shall transmit copies to the parties to the dispute.
- 18.25 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.
- 18.26 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.

- 18.27 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 19 Designated Paid Holidays

19.01 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) Civic Holiday, the first Monday in August;
- (g) Labour Day;
- (h) Thanksgiving Day;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) Up to one (1) additional day will be observed when proclaimed by the Mayor of Pond Inlet;

19.02 Clause 19.01 does not apply to an employee who is absent without cause on the working day immediately preceding and the working day immediately following the Designated Paid Holiday, except with the approval of the Employer.

Holiday Falling on a Day of Rest

19.03 When a day designated as a Designated Paid Holiday under Clause 19.01 coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his day of rest or to another day mutually agreed upon between the employee and the Employer.

19.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 19.03:

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

19.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid in addition to the pay that he would have been granted had he not worked on the Designated Paid Holiday, one and one-half (1-1/2) times his hourly rate for all hours worked.

- 19.06 The amounts payable under Clause 19.05 may be taken as banked time in accordance with Clause 27.05.
- 19.07 Where a day that is a Designated Paid Holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 19.08 Unless there are operational requirements, an employee shall not be scheduled to work on both Christmas Day and New Year's Day.

ARTICLE 20 Leave – General

- 20.01 When an employee is entitled to receive an allowance and is on leave with pay, the employee shall continue, during the period of leave with pay, to receive the allowance. Employees who are on leave of absence without pay are not entitled to receive any pay, benefits or allowances during the period of leave without pay.
- 20.02 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 and vacation leave credits as at the end of the fiscal year.
- 20.03 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing forthwith.

ARTICLE 21 Vacation Leave

Accumulation of Vacation Leave

- 21.01 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 two-thirds ($1\frac{2}{3}$) days each month until the month in which the anniversary of the third (3rd) year of continuous service is completed.
 - (b) two and one-twelfth ($2\frac{1}{12}$) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that ~~six~~ (6) years of continuous service is completed.
 - (c) two and one-half ($2\frac{1}{2}$) days each month commencing in the month after completion of ~~six~~ (6) years of continuous service and ending in the month that nine (9) years of continuous service is completed.
 - (d) two and eleven-twelfth ($2\frac{11}{12}$) days each month commencing in the month after completion of (9) years of continuous service.
- 21.02 The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs (b), (c) and (d) of Clause 21.01.
- 21.03 A vacation bonus of five (5) days additional annual leave credits will be awarded to an employee on the employee's fifteenth (15th), twentieth (20th) and twenty-fifth (25th) year anniversary of continuous service.

21.04 A vacation bonus of eight (8) days additional annual leave credits will be awarded to an employee on the employee's thirtieth (30th) year anniversary of continuous service, and on each fifth year anniversary thereafter.

Granting of Vacation Leave

21.05 In granting vacation leave with pay to an employee the Employer shall make every reasonable effort to:

- (a) schedule vacation leave for **all** employees in the fiscal year in which it is earned;
- (b) not recall an employee to duty after he has proceeded on vacation leave;
- (c) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee;
- (d) when two or more employees request the same period of vacation seniority shall govern.

21.06 Employees must take at least one-third (1/3) of their vacation leave in the year in which it was earned.

21.07 All requests for vacation leave in excess of three consecutive calendar days must be in writing and submitted at least fourteen (14) days in advance. The Employer shall reply to the request for vacation leave submitted by the employee as soon as possible after the request **has** been received.

21.08 All requests for vacation leave of less than three calendar days must be approved in advance by the Employer.

21.09 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, and such change, reduction or denial..

21.10 Vacation leave may be taken as it is earned, but no vacation leave shall be taken during the first six (6) months of employment with the Employer.

21.11 Effective April 1, 2004 vacation leave may not be advanced.

21.12 Where during any period of vacation leave, an employee is granted leave with pay under Article 23 (Bereavement Leave) the period of leave with pay shall be added to the vacation period if requested by the employee and approved by the Employer, or reinstated for use at a later date.

21.13 Upon request employees taking vacation leave in excess of five (5) days will be provided with paycheques for the period of their vacation one day prior to taking such vacation leave.

Carryover Provisions

21.14 Employees are permitted to carry over any number of vacation leave credits earned from one fiscal year to the next.

Recall from Vacation Leave

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

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

Leave When Employment Terminates

- 21.16 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
 - (b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by layoff if the employee so requests.
- 21.17 An employee whose employment is terminated by reason of a declaration that he abandoned his position as defined in Clause 2.01(a) is entitled to receive the payment referred to in Clause 21.16. If after reasonable efforts the Employer is unable to locate the employee within three (3) months of termination, his entitlement shall lapse.
- 21.18 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. Any remaining vacation leave owing by the employee is a debt owing to the employer and the employer may take legal action to collect that debt. The pay recovery provisions of Article 28 (Pay) not apply to this situation.

Vacation Travel Assistance

- 21.19 Full-time employees are entitled to transportation assistance of two thousand five hundred dollars (\$2500) once per fiscal year.
- 21.20 Notwithstanding Clause 21.19, an employee shall not receive vacation travel assistance under this Article during his first six (6) months of employment with the Employer.
- 21.21 An employee who receives vacation travel assistance under Clause 21.19 and who terminates his employment during the fiscal year shall be required to repay the Employer some or all of the payment received. The amount of the payment to be repaid shall be prorated, based upon the number of months in the fiscal year that the employee worked.

Travel Time

- 21.22 A full-time employee who is proceeding on vacation leave shall be granted, once in each fiscal year, in addition to his vacation leave travel time with pay of one (1) day. This travel time cannot be accumulated from year to year.
- 21.23 Notwithstanding Clause 21.22, an employee shall not be granted travel time during the first six (6) months of his employment with the Employer.

ARTICLE 22 Sick Leave

- 22.01** An employee shall earn sick leave credits at the rate of one and a quarter (1 ¼) day for each calendar month for which he receives pay for at least fifteen (15) days, to a maximum of one hundred and twenty (120) days.
- 22.02** Unused sick leave credits will be carried over from one fiscal year to the next.
- 22.03** Sick leave credits **will** not be advanced.
- 22.04** An employee is not eligible for sick leave with pay for any period during which he is on layoff, leave of absence without pay or under suspension.
- 22.05** Sick leave credits are provided, and shall be used **only** for the purpose of providing an employee with income when the employee is unable to work because of illness or injury. Abuse of sick leave provisions may result in discipline.

Procedure

- 22.06** An employee is eligible for sick leave with pay when he is unable to perform his duties due to illness or injury provided that:
- (a) he has sufficient sick leave credits: and
 - (b) where an employee has insufficient or no sick leave credits, the employee may take annual leave or leave without pay.
- 22.07** Unless otherwise informed by the Employer an employee must sign a statement stating that because of his illness he was unable to perform his duties if the period of leave requested exceeds three (3) consecutive working days.

Medical Certificate

- 22.08** An Employee is required to produce a certificate from a qualified medical practitioner, or nurse certifying that such employee is unable to carry out his duties due to illness:
- (a) for sick leave in excess of three (3) working days;
 - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted seven (7) days sick leave wholly on the basis of the statements signed by him.
- 22.09** Where leave of absence without pay is authorized for any reason, or an employee is laid off, and the employee returns to work upon expiration of such leave of absence or lay-off shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

Medical Travel

- 22.10** If an employee is required to attend a medical centre outside of Pond Inlet the employee will be granted sick leave for the time taken to travel to and from the medical centre and the time spent away from Pond Inlet.

Sick Leave on Annual Leave

- 22.11 When an employee is sick, or required to attend medical or dental appointments, while on annual leave, those days could be used as sick days if the employee has sufficient credits and if a certificate signed by a doctor, if available, or other medical personnel, when a doctor is not available, is provided.
- 22.12 An employee is required to apply for Long Term Disability benefits as soon as the employee becomes eligible to apply for such benefits.

ARTICLE 23 Bereavement Leave

- 23.01 The Employer and the Union agreed, in the negotiations for the first collective agreement, to increase vacation leave in place of providing all forms of special leave except bereavement leave.
- 23.02 The Employer shall grant leave with pay for a period of up to five consecutive working days where there is a death of the employee's spouse (including common-law spouse) who resides with the employee, child, adopted child, stepchild, father, mother, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law, father-in-law and mother-in-law.
- 23.03 When there is a funeral in Pond Inlet, employees may, subject to operational requirements and with approval in advance by the Employer, have time off with pay to attend the funeral.

ARTICLE 24 Other Leave

Court Leave

- 24.01 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 as authorized by law
 - (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.

Injury on Duty Leave

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

if the employee assigns to the Employer any amount due to him from the Worker's Compensation Board for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure.

- 24.03 While the parties are awaiting the decision of the Worker's Compensation Board as to the compensability of the injury, the employee shall use his sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits. If the injury is not compensable, the Employer shall credit the employee with sick leave credits used.

Hunting or Harvesting

- 24.04 Leave without pay may be granted on very short notice to an employee in order to meet traditional hunting or harvesting opportunities.

Emergency Leave

- 24.05 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.

Pregnancy and Parental Leave Without Pay

- 24.06 Subject to Clause 24.07, an employee has twelve months continuous service and who becomes pregnant shall:

- (a) notify the Employer of her pregnancy at least fifteen (15) weeks prior to the expected date of termination of her pregnancy;
- (b) be granted leave of absence without pay, commencing eleven (11) weeks before the expected date of termination of her pregnancy and ending not later than twenty-six (26) weeks after the date of termination of her pregnancy.

- 24.07 At the request of an employee, the Employer may vary the time specified in Clause 24.06 provided that the employee submits the written approval of a qualified medical practitioner.

- 24.08 Further, when a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

Parental Leave without Pay

- 24.09 An employee who has twelve months continuous service may be entitled to parental leave without pay of up to thirty-seven (37) weeks where the employee is going to be remaining at home to care for a newborn child of the employee or a child who the employee has recently adopted.

- 24.10 Parental leave must be taken within one year of the date when the child is born or when the child arrives at the employee's home.

- 24.11 Where an employee takes parental leave and maternity leave, parental leave must commence immediately upon the expiry of maternity leave.

- 24.12 The total amount of parental leave and maternity leave cannot exceed fifty-two (52) weeks.

- 24.13 Employees must request parental leave at least four (4) weeks before the day that the employee wishes to commence parental leave.

24.14 Leave granted under this article shall be counted for the calculation of continuous employment.

ARTICLE 25 Short Term Leave for Training Purposes

25.01 Leave with or without pay to take advanced or supplementary professional or technical training up to one academic year may be granted by the Employer to employees upon written application.

25.02 ~~Full~~ or partial financial assistance in respect of salary and benefits, tuition, travelling and other expenses may be granted during such leave

(a) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to him; or

(b) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work; or

(c) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.

25.03 " here an employee provides the Employer with evidence that he has successfully completed a course the Employer may 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.

25.04 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.

25.05 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.

25.06 In addition to the other training opportunities provided in this Article, employees shall participate in ~~training~~ courses provided by the Employer.

ARTICLE 26 Hours of Work

26.01 The weekly scheduled hours of work assigned to classifications are included in Appendix "A".

26.02 Weekly hours of work shall be a five (5) consecutive day work week, and a scheduled work day of seven and one-half (7 ½) or eight (8) hours as is appropriate, exclusive of a lunch period. Scheduled hours shall be posted by the Employer.

26.03 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid morning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid afternoon.

26.04 A specified meal period of one (1) hour shall be scheduled as close to the mid-point of the shift as possible.

26.05 Employees **will** only be paid for hours that they are at work. Nothing in this Agreement creates a guarantee of hours.

ARTICLE 27 Overtime

27.01 An employee who is required to work overtime shall be paid overtime compensation for each fifteen (15) minutes of overtime worked by him subject to a **minimum** payment of fifteen (15) minutes at the appropriate overtime rate.

27.02 Overtime work must be approved in advance by the Employer except when there is an emergency.

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

27.04 Overtime work shall be compensated at :

(a) time and one-half (1 1/2 x) for all hours worked except as provided in (b) below; and;

(b) double time (2 x) for all overtime worked in excess of four (4) hours on Sunday.

27.05 Employees may choose to accumulate up to eighty (80) hours per year of banked time in lieu of overtime, work on Designated Paid Holidays and call back pay. All overtime, work on Designated Paid Holidays and call back pay in excess of eighty (80) hours must be paid out. Banked time shall be taken at a time that is mutually agreed to in advance by the employee and the Employer. Any banked time remaining at the end of a fiscal year shall be paid out.

ARTICLE 28 Pay

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

28.02 Employees shall be paid on a biweekly basis with paydays being every second Thursday.

28.03 An employee's his salary cheque may be deposited to his credit in the bank of his choice. The employee shall pay any transfer fees charged to the Employer for this deposit.

28.04 Paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items shall be distributed to employees at their place of work. 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.

28.05 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

- 28.06 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis for at least one working day, he shall be paid acting pay calculated from the third (3rd) consecutive working day on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts. Acting pay must be authorized in advance and in writing by the Employer.

Pay Recovery

- 28.07 Where an employee through no fault of his own has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the 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.
- 28.08 If more than two (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

ARTICLE 29 Reporting and Call Back Pay

- 29.01 If an employee reports to work on his regularly scheduled workday and there is insufficient work available, he is entitled to four (4) hours pay at the straight-time rate.
- 29.02 If 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.

ARTICLE 30 Shift Work

- 30.01 A shift premium of twenty cents (\$0.20) shall be paid in addition to the straight time rate for all regular hours worked between 5:00 p.m. and 7:00 a.m. This shift premium shall not be paid on hours other than regular hours.

ARTICLE 31 Duty Travel and Expenses

- 31.01 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 the applicable overtime rates for all hours travelled subject to a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours pay at the applicable overtime rate.
- 31.02 For the purpose of this article, hours travelled includes a one (1) hour check-in period at airports 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, but are exclusive of overnight stopovers.

- 31.03 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses according to Employer policy.
- 31.04 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 32 Vacancies

- 32.01 Where the Employer is going to fill a vacancy, the vacancy shall be posted on the Union notice board at the same time as it is advertised elsewhere. The posting shall indicate the job title and rate of pay for the vacant position. An employee who wishes to apply for a vacant position shall do so on or before the closing date listed on the posting.
- 32.02 Vacancies shall be filled on the basis of skill, ability and qualifications. Where the Employer determines that two or more applicants for a position have the same skill, ability and qualifications, then seniority shall be the deciding factor.
- 32.03 No employee shall be transferred to another position, either inside or outside of the Bargaining Unit without his consent.
- 32.04 A probationary employee shall be eligible to apply for vacant positions in the same manner as non-probationary employees.
- 32.05 The Employer may consider an employee's previous experience when determining the wage rate for a new employee.
- 32.06 Nothing in this Article requires the Employer to fill any vacancy.

ARTICLE 33 Job Descriptions

- 33.01 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 complete and current Job Description of the position to which he is assigned.
- 33.02 Upon written request, an employee shall be given a complete and current Job Description of his position.

ARTICLE 34 Classification

- 34.01 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 thirty (30) days from the date on which the Employer submits the new or revised classification to the Union the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision **will** be retroactive to the date of application of the new rates.

- 34.02 Where an employee's Job Description has changed and he believes that he is improperly classified, he shall first request a Job Description from his immediate supervisor. The Employer will provide the Job Description and a letter indicating the date the Job Description was provided to the employee. If the employee still believes he is improperly classified, he may file a grievance within the time limits set out in Article 18 (Grievance Procedure).

ARTICLE 35 Employee Performance Review and Employee Files

Employee Performance Review

- 35.01 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 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.
- 35.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals.

Employee Files

- 35.03 The Employer agrees nor to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee if the employee has not been provided with a copy.
- 35.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after twenty-four (24) months has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 35.05 Upon written request of an employee the personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.
- 35.06 The Employer agrees that there will be only one file containing employee discipline for each employee.

Performance Increments

- 35.07 An employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he reaches the maximum for the position. Such pay increases are dependent on acceptable performance, as determined by the Employer, of the duties of the position by the employee, and shall not be granted to the employee ~~until~~ the Employer certifies that the employee is so performing the duties of his position.
- 35.08 For the purposes of such pay increases, the performance of the employee must be reviewed annually. Pay increments that are recommended by the Employer shall be effective as of the Employee's anniversary date each year. Employees will only be entitled to one performance increment annually.
- 35.09 If a performance review is not completed within three months of the employee's anniversary date, the employee shall be granted any performance increment that the employee would be entitled to under Clause 35.07.

ARTICLE 36 Term Positions

- 36.01 No term position shall have a stated term of more than two (2) years, except for:
- (a) term journeyperson positions, which may last for such period as is necessary for the apprentice working under the journeyperson to finish his apprenticeship; and
 - (b) term positions replacing employees on union leave under Clause 13.12.
- 36.02 Term employees are not entitled to the provisions Article 38 (Layoff) at the end of their term.

ARTICLE 37 Seniority

- 37.01 Seniority is defined as the length of service with the Employer and shall be applied on a bargaining **unit** wide basis.
- 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 year.
- 37.04 Seniority shall not accumulate during a leave of absence without pay and during layoff.
- 37.05 **An** employee shall lose his seniority and is terminated in the following circumstances:
- (a) if he is discharged for just cause and is not reinstated;
 - (b) if he resigns voluntarily;
 - (c) if he abandons his position;
 - (d) if he is on layoff for more than twelve (12) months;
 - (e) if, following layoff, he fails to return to work within ten (10) working days of being recalled.

ARTICLE 38 Layoff and Job Security

- 38.01 Layoffs **will** be made, when necessary, in reverse order of seniority, within the classification of work to be so reduced.

Notice

- 38.02 The Employer shall notify employees who have less than one year of continuous service, and who are to be laid off, or who may be potentially laid off, at least ten (10) days **prior** to the effective date of the lay off. The Employer shall notify employees who have one year or more of continuous service, and who are to be laid off, or who may be potentially laid off, at least eight (8) weeks prior to the effective date of the lay off.

Recall

38.03 The last employee laid off within the classification shall be the first recalled, subject to Clause 38.10.

Notice of Recall

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

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

38.06 Where notice of recall is given by registered mail, notice is deemed to be given five (5) days from the date of mailing.

38.07 The employee:

(a) shall notify the Employer of his intention to return to work within five (5) working days;

(b) shall return to work within ten (10) working days of receipt of notice of recall.

38.08 A new employee will not be hired to fill the job of a laid off employee while there are laid off employees in that classification who are eligible for recall.

38.09 An employee who is laid off is entitled to be paid severance pay at the time of layoff. In the case of an employee who is laid off for the first time following the signing of this Agreement, the amount of severance pay shall be two (2) weeks pay for the first completed year of continuous employment, two (2) weeks pay for the second complete year of continuous employment and one (1) weeks pay for each succeeding complete year of continuous employment, to a maximum of ten (10) weeks. Severance pay in the case of second and subsequent layoffs shall be reduced by any amount of severance pay paid as a result of previous layoffs.

38.10 An employee, who is continuously laid off for a period of twelve (12) consecutive months, shall be considered terminated from his employment with the Employer.

Cooling Off Period – Three (3) Working Days

38.11 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.

38.12 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.

38.13 This entitlement will only apply once per fiscal year.

ARTICLE 39 Labour-Management Committee

39.01 A Labour-Management Committee will be formed to consult on matters of Safety and Health and other matters of mutual interest.

- 39.02 The Labour-Management Committee shall be comprised of equal representation from the Bargaining Unit and the Employer with each party choosing their respective representatives.
- 39.03 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.
- 39.04 The Labour-Management Committee shall consult on the implementation of an Employee Assistance Program.

ARTICLE 40 Safety and Health

- 40.01 The Employer shall comply with all applicable federal, territorial, and municipal health and safety legislation and regulations.

Safety Act and Regulations

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

Right to Refuse Dangerous Work

- 40.03 An employee has the right to refuse dangerous work as provided in the *Safety Act*.

ARTICLE 41 Technological Change

- 41.01 The Employer shall comply with the *Canada Labour Code* provisions regarding technological change.

ARTICLE 42 Civil Liability

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

(a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Employer of any such notification or legal process;

(b) The Employer shall:

(i) pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees;

(ii) pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee;

provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee.

- 42.02 The employee shall not enter into any settlement agreement without the express written authority of the Employer and if he does enter into any such settlement agreement without proper authorization he agrees to waive any rights provided to him under this article;

- 42.03 Upon the employee notifying the Employer in accordance with clause 42.01(a) above, the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and employee agrees to cooperate fully with appointed counsel.

ARTICLE 43 Part Time Employees

- 43.01 Part time employees shall be entitled to sick leave, bereavement leave, vacation travel assistance, Northern Allowance and housing allowance on a prorated basis in the same proportion as their weekly hours of work compared to the normal work week for their classification.

ARTICLE 44 Work Clothing

- 44.01 The Employer shall provide the By-law Officer with a uniform. The By-law Officer shall return the uniform to the Employer when his employment terminates.
- 44.02 All maintenance employees identified in Appendix "A" shall be provided with
- (a) one pair of summer coveralls and one pair of winter coveralls once every three years
 - (b) one pair of work boots every two years.
- 44.03 All Garbage Water and Sewer Truck Drivers and Garbage and Water Truck Assistants will be provided work gloves every three (3) months or sooner if needed.
- 44.04 Where the Lands Officer may be required by the Employer or the Workers' Compensation Board to wear a hardhat, gloves or safety boots they will be made available by the Employer.
- 44.05 The Janitor shall be issued one pair of indoor coveralls.

ARTICLE 45 Trades

Application

- 45.01 The provisions of this Article shall apply to **all** maintenance employees identified in Appendix "A".

Protective Equipment

- 45.02 Where the following articles are required by the Employer or the Workers' Compensation Board:
- (a) dust protection;
 - (b) eye protection, except prescription lenses;
 - (c) hard hats;
 - (d) ear protection;
 - (e) gloves; and
 - (f) welding aprons and goggles

the Employer shall supply employees with the articles of equipment as required and replace them when presented worn or damaged beyond repair by an employee. The employees shall use all required safety equipment.

ARTICLE 46 Apprentices

- 46.01 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.
- 46.02 Apprenticeships shall be those recognized pursuant to the *Apprenticeship, Trade and Occupations Certification Act*.
- 46.03 Pay increases for apprentices shall not be automatic and 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.
- 46.04 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	55%	Year 1	60%
Year 2	65%	Year 2	70%
Year 3	75%	Year 3	80%
Year 4	85%		

- 46.05 Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Agreement while working for the Employer. They shall not be entitled to any benefits or terms and conditions of employment in this Agreement while they are attending trade training courses.
- 46.06 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. Where an apprentice, after completing his apprenticeship, is hired directly into a job vacancy, all time spent as an apprentice shall count towards continuous employment with the Employer.
- 46.07 Where an apprentice fails after two attempts to successfully complete a trade training course or portion of such course, the apprentice's employment with the Employer may be terminated.

ARTICLE 47 Tools

- 47.01 The Employer will provide a five hundred dollar (\$500) tool allowance each year for the Mechanic. All other employees shall have tools provided by the Employer.

ARTICLE 48 Northern Allowance

- 48.01 All employees shall receive a Northern Allowance based on five thousand six hundred dollars (\$5600) per year. The allowance shall be paid on an hourly basis, on all regular hours worked.

ARTICLE 49 Housing Allowance

- 49.01 **Full** time employees who own, occupy and maintain their own house, or rent a house and are responsible for paying for all utilities shall be entitled to a housing allowance of seven hundred dollars (\$700) per year. This amount **will** be paid once per year when requested by the employee.
- 49.02 Employees living in a public housing unit shall not be entitled to the allowance set out in clause 49.01.
- 49.03 Eligible part-time employees shall receive the allowance set out in clause 49.01 on a pro rata basis.
- 49.04 If married couples are both working for the Employer, only one of the two employees shall be entitled to Housing Allowance.

ARTICLE 50 Benefits

- 50.01 The Employer shall make available to eligible employee the following Northern Employee Benefit Services (NEBS) benefits:
- (a) Life Insurance
 - (b) Dependant Insurance
 - (c) Accidental Death and Dismemberment Insurance
 - (d) Long Term Disability Insurance
- 50.02 *All* issues or questions concerning NEBS benefits shall be determined by NEBS. The cost of the premiums for these benefits will be paid by the Employer and the employees as determined by NEBS.

ARTICLE 51 Re-opener of Agreement and Mutual Discussions

Re-opener of Agreement

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

Mutual Discussions

- 51.02 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 52 Duration and Renewal

- 52.01 The term of this Agreement shall be from April 1, 2003 to March 31, 2005. All provisions of this agreement shall come into effect on April 1, 2003, unless another date is specified.
- 52.02 Notwithstanding Clause 52.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 18, 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.

- 52.03 Within ~~four~~ (4) months immediately preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.
- 52.04 Where notice to bargain collectively has been given under Clause 52.03, 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.

APPENDIX 'A' LIST OF CLASSIFICATIONS

Position	Classification Level	Hours of Work
Custodial Worker	1	37.5
Garbage Truck Assistant*	2	40
Water/Sewer Clerk	2	37.5
Water Truck Assistant *	2	40
Garbage Truck Driver *	3	40
Municipal Liaison Officer	3	37.5
Water Truck Driver*	3	40
Clerk-Receptionist	3	37.5
Employment Assistance Officer	3	37.5
Community Constable	4	37.5
Arena Manager*	4	40
Sewage Truck Driver*	4	40
Mechanic Assistant*	4	40
Visitor Centre Manager	4	37.5
Community Hall Manager	4	40
Director of Recreation	5	37.5
Building Maintainer*	5	40
Airport Maintainer*	5	40
Senior Mechanic*	5	40
Finance Officer	5	37.5
Road Maintainer*	5	40
Planning Officer	5	37.5
Economic Development Officer	6	37.5
Director of Building Maintenance*	6	40

* Maintenance Employee

APPENDIX 'A' RATES OF PAY

Effective April 1, 2003

Pay Range	Step 1	Step2	Step 3	Step4	Step 5
	(\$/hr)	(\$/hr)	(\$/hr)	(\$/hr)	(\$/hr)
1	11.48	11.65	11.82	12.00	12.18
2	14.08	14.29	14.50	14.72	14.94
3	15.08	15.31	15.53	15.77	16.00
4	16.08	16.32	16.56	16.81	17.06
5	20.08	20.38	20.68	20.99	21.31
6	27.58	27.99	28.41	28.84	29.27

NOTE:

Employees employed as at the date of ratification whose rate of pay exceeds the maximum step for their pay level will receive an eight cent per hour increase

Effective October 1, 2003

Pay Range	Step 1	Step2	Step 3	Step4	Step 5
	(\$/hr)	(\$/hr)	(\$/hr)	(\$/hr)	(\$/hr)
1	11.54	11.71	11.88	12.06	12.24
2	14.15	14.36	14.57	14.79	15.01
3	15.16	15.39	15.61	15.85	16.08
4	16.16	16.40	16.64	16.89	17.15
5	20.18	20.48	20.78	21.09	21.42
6	27.72	28.13	28.55	28.98	29.42

NOTE:

Employees employed as at the date of ratification whose rate of pay exceeds the maximum step for their pay level will receive a one half percent increase

Effective **April 1, 2004**

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5
	(\$/hr)	(\$/hr)	(\$/hr)	(\$/hr)	(\$/hr)
1	11.65	11.83	12.00	12.18	12.36
2	14.29	14.51	14.72	14.94	15.16
3	15.31	15.54	15.76	16.01	16.24
4	16.32	16.57	16.81	17.06	17.32
5	20.38	20.69	20.99	21.31	21.63
6	28.00	28.41	28.84	29.27	29.71

NOTE:

Employees employed as at the date of ratification whose rate of pay exceeds the maximum step for their pay level ~~will~~ receive a one percent increase

Effective October 1, 2004

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5
	(\$/hr)	(\$/hr)	(\$/hr)	(\$/hr)	(\$/hr)
1	11.71	11.88	12.06	12.24	12.43
2	14.36	14.58	14.79	15.02	15.24
3	15.38	15.62	15.84	16.09	16.32
4	16.40	16.65	16.89	17.15	17.40
5	20.48	20.79	21.10	21.41	21.74
6	28.14	28.55	28.98	29.42	29.86

NOTE

Employees employed **as** at the date of ratification whose rate of pay exceeds the maximum step for their pay level will receive a one-half percent increase

Signed March 4, 2003 in Pond Inlet, Nunavut:

Hamlet of Pond Inlet

Original Signed

Peter Aglak
Mayor

Original Signed

Reoma Anagnatsiuk
Deputy Mayor

Original Signed

Joshua Idlout
Hamlet Councillor

Original Signed

Rhoda Katsak
Senior Administrative Officer

Original Signed

Glenn Tait
Employer Negotiator

Public Service Alliance of Canada

Original Signed

Jean-François Des Lauriers
PSAC ~~Regional~~ Executive Vice-President ~~for~~ the
North

Original Signed

Sara Pitseolak
Committee Member

Original Signed

Appia Killiktee
Committee Member

Original Signed

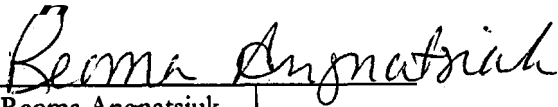
Svante Dunkers
Nunavut Employees Union
Service Officer

Signed March 4, 2003 in Pond Inlet, Nunavut:

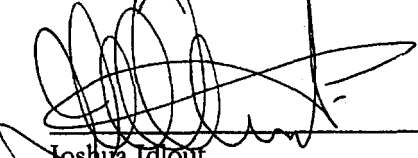
Hamlet of Pond Inlet



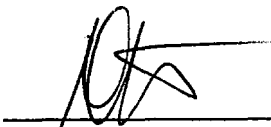
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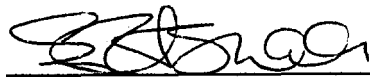


Glenn Tait
Employer Negotiator

Public Service Alliance of Canada



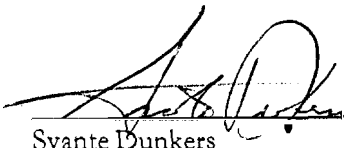
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