

COLLECTIVE AGREEMENT

BETWEEN

THE KATIVIK REGIONAL GOVERNMENT

AND

THE KATIVIK REGIONAL GOVERNMENT EMPLOYEES' UNION - CSN
TRANSPORT SECTION

IN EFFECT FROM JANUARY 1, 2007 TO DECEMBER 31, 2010

13606(02)

TABLE OF CONTENTS

INTRODUCTION ESTABLISHING THE PRINCIPLES WHICH WILL GOVERN THE INTERPRETATION AND THE APPLICATION OF THE COLLECTIVE AGREEMENT	5
ARTICLE 1 PURPOSE OF THE COLLECTIVE AGREEMENT.....	7
ARTICLE 2 UNION RECOGNITION.....	7
ARTICLE 3 DEFINITION OF TERMS.....	8
ARTICLE 4 MANAGEMENT RIGHTS AND OBLIGATIONS.....	17
ARTICLE 5 NON DISCRIMINATION AND POSITIVE ACTION PROGRAM.....	18
ARTICLE 6 RIGHT TO INFORMATION.....	19
ARTICLE 7 UNION MEMBERSHIP.....	20
ARTICLE 8 UNION ACTIVITIES	21
ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE.....	26
ARTICLE 10 SENIORITY	28
ARTICLE 11 MOVEMENT OF PERSONNEL IN THE CASE OF REORGANISATION OF THE WORK FORCE.....	31
ARTICLE 12 TEMPORARY LAY-OFF AND RECALL TO WORK.....	34
ARTICLE 13 JOB EVALUATION.....	36
ARTICLE 14 JOB POSTING, SELECTION AND MOVEMENT OF PERSONNEL.....	37
ARTICLE 15 HEALTH AND SAFETY	41
ARTICLE 16 PROFESSIONAL MEMBERSHIP.....	41
ARTICLE 17 SUB-CONTRACTING.....	42
ARTICLE 18 DISCIPLINARY MEASURES.....	42
ARTICLE 19 EMPLOYEE FILES.....	43
ARTICLE 20 HOURS OF WORK	43
ARTICLE 21 OVERTIME, PREMIUMS AND CALL BACK TO WORK.....	46
ARTICLE 22 STATUTORY HOLIDAYS.....	48
ARTICLE 23 SOCIAL LEAVES AND DEFERRED SALARY LEAVES.....	49
ARTICLE 24 VACATION	53
ARTICLE 25 PARENTAL LEAVES.....	55
ARTICLE 26 LEAVES WITHOUT PAY	65
ARTICLE 27 TRAINING	67
ARTICLE 28 SICK LEAVE.....	67
ARTICLE 29 GROUP INSURANCE.....	68
ARTICLE 30 PENSION PLAN.....	69
ARTICLE 31 CLASSIFICATION AND SALARIES	69

ARTICLE 32	NORTHERN BENEFITS ENTITLEMENT.....	73
ARTICLE 33	NORTHERN BENEFITS : ALLOWANCES	75
ARTICLE 34	NORTHERN BENEFITS : ANNUAL LEAVE TRIPS	78
ARTICLE 35	TRAVEL EXPENSES.....	85
ARTICLE 36	PUBLIC LIABILITY	89
ARTICLE 37	APPENDICES AND LETTERS OF AGREEMENT.....	90
ARTICLE 38	DURATION OF COLLECTIVE AGREEMENT.....	90
APPENDIX A	SALARY SCALES.....	92
APPENDIX B	CLASSES AND CORRESPONDING LIST OF POSITIONS.....	97
APPENDIX C	LETTER OF CERTIFICATION.....	98
APPENDIX D	DEFERRED SALARY LEAVE CONTRACT.....	100
APPENDIX E	INDIVIDUAL SAFETY EQUIPMENT AND ANNUAL ENTITLEMENT.....	104
APPENDIX F	FORMS.....	105
LETTER OF AGREEMENT # 1	BANK OF HOURS - LEAVE FOR UNION ACTIVITIES.....	110
LETTER OF AGREEMENT # 2	IMPLEMENTATION PROCESS FOR THE PENSION PLAN.....	111
LETTER OF AGREEMENT # 3	SALARY SCALE APPLICABLE TO CLASSES 8, 9 AND 10.....	112
LETTER OF AGREEMENT # 4	MAINTAINER - OBSERVER/COMMUNICATOR POSITION IN PUVIRNITUQ	114
LETTER OF AGREEMENT # 5	RECLASSIFICATION.....	115
LETTER OF AGREEMENT # 6	RECOGNITION OF SENIORITY	116

INTRODUCTION ESTABLISHING THE PRINCIPLES WHICH WILL GOVERN THE INTERPRETATION AND THE APPLICATION OF THE COLLECTIVE AGREEMENT

WHEREAS Kativik Regional Government (K.R.G.) is a public corporation established under the "*Loi sur /es villages nordiques et l'administration régionale Kativik*", [L.R.Q. Chapter V-6.1] and having jurisdiction within the territories described within the Law, hereinafter referred to as "the Law";

WHEREAS the Kativik Regional Government Employees' Union (CSN) is a certified association present in the territory described in the Law, and recognised as the representative of the KRG employees included in the bargaining unit, as defined in the Labour Commissioner's decision, rendered February 20, 1995;

WHEREAS the parties consider the implementation of *The James Bay And Northern Quebec Agreement* (JBNQA) and recognise the needs of the Inuit in respecting their culture, their way of life and language, without compromising greater economic self reliance in the North of the 55th parallel and the increase of social stability;

WHEREAS it is the intention of the parties that, through the collective agreement or other agreed instruments, the appropriate mechanisms be put in place that would favour the achievement of the objectives outlined in Chapter 29 of the JBNQA;

WHEREAS K.R.G., as a public entity currently dependant of external subsidies or funding for the execution of its mandates, must comply to the requirements or enactments of different governmental or subsidising authorities;

WHEREAS the parties consider the importance of the northern expertise developed or to be developed by the KRG and its employees;

WHEREAS the current collective agreement has expired as of December 31, 2006;

IT IS THEREFORE RESOLVED THAT:

The intent of the collective agreement, unless specifically modified by its language, is to promote greater economic self-reliance in the North of the 55th parallel and the increase of its social stability.

The objective of the Collective agreement is to establish uniform working conditions for KRG unionised employees, and is another means to achieve the objectives outlined in Chapter 29 of the JBNQA. Any modification to the workforce must be in compliance with the text of the collective agreement.

The Collective agreement will favour any job training program and affirmative action programs enabling Inuit to have priority access to the labour market within the North of the 55th parallel.

The Union recognises that the funds granted or to be granted to the K.R.G. from subsidising authorities, must respect at all times the conditions for which they were granted unless otherwise agreed to by the subsidising authority.

The Collective agreement, in its interpretation or application will respect the Inuit culture, language and way of life.

The foregoing governing principles are deemed to be included in the Collective agreement, both parties confirming their desire to respect both the rights granted to Inuit by the *JBNQA* as well as the working conditions that are instituted by the Collective agreement within the scope of the *Canada Labour Code*.

ARTICLE 1 PURPOSE OF THE COLLECTIVE AGREEMENT

1.01 The purpose of this collective agreement is:

- a) To promote orderly relations between the Employer, the Union, and all employees covered by this collective agreement in order to ensure equitable and just working conditions, promote the quality of work such that the region North of the 55th parallel be adequately and efficiently served;
- b) To promote the safety and health of the employees;
- c) To favour the appropriate mechanisms for the prompt and fair settlement of disputes that may develop between the Employer and the employees covered by this collective agreement.

ARTICLE 2 UNION RECOGNITION

2.01 The Employer recognises the Union as the sole collective bargaining agent and the only authorised representative for purposes of the application and the administration of this collective agreement for all employees included in the bargaining unit.

2.02 The tasks normally performed by employees covered by the collective agreement cannot be performed by employees from outside of the bargaining unit as defined in the letter of certification, except for purposes of training, emergencies and when a qualified employee is not available.

2.03 In order to be valid, all agreements subsequent to the signature of the collective agreement among one, several or all of the employees and the Employer, that modify the collective agreement must receive the written approval of the Union.

2.04 The collective agreement applies to all employees covered by the letter of certification issued by the Ministry of labour of Canada.

The text of the letter of certification appears in Appendix C.

ARTICLE 3 DEFINITION OF TERMS

For the purpose of interpreting the agreement, the feminine or the masculine will include the feminine and the masculine to the extent that the context permits.

With regard to the application of this collective agreement the terms appearing below are defined as follows:

3.01 Employee

Means any person employed by Kativik Regional Government who is covered by the letter of certification.

3.02 Permanent Employee

Means an employee who has successfully completed the probationary period provided for in clause 10.02.

A permanent employee's work schedule is either full-time or part-time as defined in clause 20.01. A permanent employee can also be a seasonal employee.

A permanent employee is subject to all provisions of the collective agreement.

However, a permanent part-time employee's benefits are prorated to the number of hours in her/his work schedule.

A permanent employee maintains her/his permanent status regardless of assignment.

3.03 Temporary Employee

Before hiring a temporary employee, the Employer must have used the mechanisms provided in the collective agreement in an attempt to fulfill her/his needs with an internal candidate.

a) Means an employee who is hired in one of the following situations:

- To fill a position temporarily vacated by its incumbent
- To fill a temporary work surplus
- To fill a function in the frame of a special project

b) Upon the return of the incumbent, or when the level of work returns to normal, or when the special project is terminated, the temporary employee hired for the purpose of filling the temporary need is laid-off.

- c) The Employer informs the union of the hiring of a temporary employee as well as of the reasons for hiring this employee and the expected duration of the assignment.

Upon request, in the case of an employee hired within the frame of a special project, the Employer provides the union with information pertinent to the description of the project as well as the financing of said special project.

- d) The following stipulations apply to a temporary employee:

- i. **A temporary employee hired to fill a work surplus of a very short duration or that is urgent in nature, benefits from the same provisions of the collective agreement as a student.**
- ii. **A temporary employee who fills a function in the frame of a special project benefits from all the provisions of the collective agreement. In the case of a part time special project, the employee is entitled to all benefits provided for in the collective agreement prorated to the number of hours in her/his work schedule.**
- iii. **All other temporary employees working less than six (6) months benefit from the following provisions of the collective agreement:**
 - Article 1 Purpose of the agreement
 - Article 2 Union recognition
 - Article 3 Definition of terms
 - Article 4 Management rights and obligation
 - Article 5 Non Discrimination and positive action program
 - Article 7 Union membership
 - Article 9 Grievance procedure (Except in the case of lay off at the end of assignment)
 - Article 10 Seniority pertaining to temporary employee status. (10.01 b) and c), 10.04 except e) and h) and 10.05)
 - Article 12 Lay-off and recall (12.01, 12.02, 12.03, 12.06)
 - Article 14 Job posting, selection and movement of personnel
 - Article 15 Health and safety
 - Article 18 Disciplinary measures
 - Article 20 Hours of work
 - Article 21 Overtime
 - Article 23 Social leaves (clauses 23.01 and 23.02)
 - Article 27 Training
 - Article 29 Group Insurance. This article is applicable subject to the Group insurance policy terms.
 - Article 31 Classifications and salaries (31.04 to 31.08 only apply)

- Article 33 Northern Benefits : Allowances (33.01 only)
- Article 35 Travel expenses
- Article 36 Public liability
- Article 37 Appendices and letters of agreement
- Article 38 Duration of the collective agreement
- Appendix A Salary scale
- Appendix B Classes and corresponding list of positions
- Appendix C Letter of certification

An employee filling a part-time assignment is entitled to the benefits provided above prorated to the number of hours in her/his work schedule.

- e) Notwithstanding paragraph d) above, the following rules apply to a temporary employee hired to replace a permanent employee absent from work for one of the reasons provided for in the collective agreement:
- i. When it is known in advance that the duration of the replacement is to be of more than six (6) continuous months, all clauses of the collective agreement will apply to the temporary employee for the total duration of said replacement.
 - ii. When the duration of the absence of the employee to be replaced is unknown at the beginning of the absence or is expected to last less than six (6) continuous months, all clauses of the collective agreement will apply to the temporary employee after six (6) months of continuous work following the date of the beginning of her/his replacement and for the time spent in said replacement
 - iii. When the employee replaces a seasonal employee, if the replacement has a duration of over three (3) months, the employee is entitled to all the benefits applicable to a seasonal employee, except for article 10, retroactive to the first day of the replacement.

3.04 **Special project**

a) Definition

Means a project, either within the regular activities of KRG (for example the development of a specific training program when a department of KRG develops training programs) or outside of the regular activities of KRG (for example the development of a new service not offered by KRG). In all cases, a special project exists under a specific governmental subsidy, or under an on the job training program. A project is considered as a special project when the governmental subsidy is limited in time with no guarantee to be renewed.

b) Procedure for filling a special project position

Special project positions are posted following the procedure provided for in the collective agreement. The expected duration of a special project is indicated on the posting. If none of the employees covered by the collective agreement obtain the position, a temporary employee is hired.

c) Duration of a special project

A special project has a maximum duration of two (2) years. After two (2) years, if the Employer chooses to maintain the project, the position is posted as provided for in the collective agreement, with the indication on the posting that the position has become permanent.

d) Conditions

The work executed by a special project employee must not have the effect of reducing the regular workload of the permanent employees. The use of project employees must not have the effect of reducing the number of permanent employees nor of eliminating the necessity of using temporary employees (when there is a work surplus of regular activities) nor of reducing the regular number of work hours of these employees.

3.05 **Seasonal employee**

Means an employee who is hired for a definite period of time related to the execution of a recurrent seasonal activity.

All benefits provided for in the collective agreement apply to the seasonal employee on a prorated basis, based on the number of months or portions of months which the employee works within a full calendar year. The calculation of a seasonal employee's entitlement to benefits begins on her/his first day of work in the season and ends on his last day of work in the season.

The start date of the season is determined by the employer and will normally be within two (2) weeks of the same calendar date each year.

The use of a seasonal employee must not have the effect of reducing the number of other permanent employees nor to reduce their regular hours of work.

3.06 **Student**

Means a person attending school on a full-time basis and who is hired during a school break or during an on the job training period, providing the training is within the context of a school program.

Only the following provisions of the collective agreement apply to such an employee:

- Article 7 Union membership
- Article 20 Hours of work
- Article 31 Classifications and salaries
- Appendix A Salary scale

However, notwithstanding the provisions of Appendix A, the minimum hourly salary to be paid a student is fifteen dollars (15\$).

The use of a student employee cannot have the effect of reducing the working hours of a permanent employee.

3.07 **Trainee Employee**

An Inuk hired to acquire and develop skills and knowledge related to a permanent position, so that eventually the employee is able to handle autonomously the responsibilities related to such a position after her/his training period. The use of trainee employees is part of the Positive Action Program.

A trainee employee is covered by the collective agreement except for the specific following conditions:

- a) The employee must undergo a training program, the content and length of which is determined by the Employer. The duration of the training program is of a minimum of one (1) year and a maximum of three (3) years.
- b) During her/his apprenticeship, the employee is considered as being on probation.
- c) The classification process provided for in article 31 does not apply to the employee. For the first year of apprenticeship, the employee will be integrated at the first step of the class for the job for which she/he is training.
- d) For the following years of her/his training program, the employee is evaluated as described in clause 31.03, and as a result her/his salary may be increased to the next step.

- e) At the end of her/his training program, the employee is assigned to her/his position on a permanent basis and is classified according to the provisions of article 31, taking into account the experience acquired during her/his training program. The seniority acquired during the training program is calculated retroactively to the employee's first day of work.
- f) An employee who, for whatever reasons, has to interrupt her/his training for a period not exceeding twelve (12) continuous months or for less than a total of seventy-one (71) weeks in case of maternity leave and parental leave, maintains the right to complete said training program. However, her/his other rights and entitlements during that period are interrupted.
- g) The provisions of article 26 and clause 23.04 do not apply to the employee.

3.08 Immediate Supervisor

Means the person who represents the employer and who is the first step in authority for the employee concerned. At no time the powers and duties vested with the administrative council or executive committee of the Employer shall be vested with such a supervisor.

3.09 Vacant Position

Means a position that has been definitively vacated by its incumbent.

3.10 Promotion

Means the movement of an employee from a position to another position in a higher class.

3.11 Transfer

Means the movement of an employee from a position to another position with the same class.

3.12 Demotion

Means the movement of an employee from a position to another position in a lower class.

3.13 The Union

Means the Kativik Regional Government Employees' Union (CSN) – Transport section.

3.14 Employer or KRG

Means the Kativik Regional Government.

3.15 The Parties

Means the Employer and the Union.

3.16 Spouse

Means either of two people who:

- a) Are married and cohabiting;
- b) Are living together as parents of the same child;
- c) Are and have been living together in a spousal relationship for at least one (1) year under the same roof.
- d) Under exceptional circumstances, the parties may agree to consider an employee's partner as her/his spouse.

3.17 Child

Means the biological child or the biological child of the employee's spouse or the legally adopted or the customarily adopted child of an employee or of that employee's spouse, as well child means the minor child of whom the employee is the foster parent or the legally appointed guardian for at least three (3) continuous months.

The employee will update the dependant status form, as it appears in appendix F. Following the receipt of said form by the employer, the employee's benefits will be adjusted accordingly. Recognition as a parent, foster parent or legal guardian is retroactive to the date of birth or the first day of fostering or guardianship as indicated on said form.

3.18 Dependant

Means a person residing with the employee who is the employee's spouse, or her/his child when the latter:

- is under eighteen (18) years of age and depends on the employee for financial support; or
- is under eighteen (18) years of age and is not employed on a full-time basis; or

- is under twenty-five (25) years of age and is a full-time student enrolled in a recognised educational institution; or
- If she/he became a complete invalid, regardless of her/his age, while she/he satisfied one of the above conditions, and has continued to be an invalid since this date.

The spouse or the child of the employee, who is not residing with the employee, but who is residing in Nunavik, and who fulfils one or more of the above conditions, may be declared a dependant if the employee can provide the legal judgement or written proof certified by a commissioner of oath, that she/he is supporting this individual financially.

In addition, the spouse or child of an employee may also be considered as a dependant when she/he is under twenty-five (25) years of age and is a full-time student enrolled in a recognised educational institution South of the 55th parallel, in a program that is not offered in Nunavik.

For the purpose of the application of article 34 only, the term dependant excludes a person who, for reasons of their age, is not charged airfare.

3.19 Place of work

Means the location where an employee usually performs her/his duties. If an employee usually performs her/his duties in several locations, the place of work is then deemed to be where she/he generally receives her/his instructions and reports on her/his activities.

3.20 JBNQA

Means the James Bay and Northern Quebec Agreement and all the relevant laws used to execute said agreement.

3.21 Inuk or Inuit

A person or a group of people considered as such within the scope of article 1.10 of the *James Bay and Northern Quebec Agreement*, as it is applicable when such a definition is applied.

In the application of the collective agreement, as pertains to the terms of the Positive Action Program, specifically clauses 3.07, 8.06 and 23.04 as well as articles 5, 11, 12, and 14, the terms Inuk or Inuit apply only to a person or a group of people of Inuit ancestry born or residing in the Province of Quebec and to their adopted child.

3.22 **Technological change**

A technological change is the introduction or addition of machinery, equipment or devices, or modifications to these, which has the effect of significantly modifying the performance of an employee's duties.

3.23 **Point of origin**

The point of origin of an employee is defined as the airport among the following, which nearest to the employee's legal domicile at the time of her/his appointment:

- Iqaluit
- Quebec City
- Montreal
- La Grande
- Any location within the Kativik region
- Ottawa

For the purposes of article 34 only, if the point of origin is the same as the place of work or is an airport north of the 55th parallel, the point of origin is determined as above or is Montreal, whichever is more advantageous for the employee.

3.24 **Relative**

This definition applies only for the purposes of taking additional trips for justified reasons as defined in clause 3.25.

A relative of an employee or of his spouse, a dependant, a spouse, a son or a daughter, a mother, a father, a brother, as sister, a grand-parent or a grand children.

At the beginning of the year, or of his employment, the employee will provide the Employer, on the appropriate form, with the names of his spouse and other persons that are to be considered *her/his* dependants or relatives.

3.25 **Justified reasons**

Means an employee who must travel for one of the following reasons:

- i. To visit a relative who is sick in an hospital or a nursing station located in a village other than the place of work of the employee;
- ii. To visit an employee's or an employee's spouse's relative who is sick in her/his home community;

- iii. To attend the bereavement of an employee's or an employee's spouse's relative;
- iv. To participate in the search and rescue of a lost or missing relative.

For the purpose of applying the present clause, the term "sick" shall be interpreted as including treatments that cannot be provided at the local hospital or nursing station or at the place of work of the employee.

3.26 **Trip**

For the purpose of applying Article 34, the expression "trip" means a round trip by aircraft.

ARTICLE 4 MANAGEMENT RIGHTS AND OBLIGATIONS

4.01 The Union recognises that the Employer has the right to manage and direct its operations and employees in conformity with its right and obligations. Only specific provisions of this agreement limit the Employer's rights.

4.02 **Language of the collective agreement**

a) The Collective Agreement and subsequent agreements between the parties are produced in Inuttitut, French and English.

b) For the application of this collective agreement, the language used in the verbal communications is Inuttitut or the common language between the persons involved when they so agree. For any written communication sent to an Inuit employee, the language to be used will be decided in the same manner.

c) When a delay provided for in the collective agreement would be expired before a party is in compliance with paragraph b) of the present article, said party may send the Inuit party a correspondence in English or in French before the expiration of the delay, providing that an Inuttitut version is sent within reasonable delay.

4.03 Any changes to forms or notices relating to issues covered by the collective agreement must be discussed with the Labour relations committee at least ten (10) working days before said forms or notices are distributed to the employees covered by the collective agreement.

ARTICLE 5 NON DISCRIMINATION AND POSITIVE ACTION PROGRAM

5.01 The Union and the Employer agree that there will be no discrimination against any employee on the basis of any of the following reasons: age (except as provided by law), race, colour, sex, pregnancy, sexual orientation, civil status, religion, political conviction, language, ethnic or national origin, social conditions, handicap or the use of any means to palliate to the handicap.

5.02 Hiring practices, job postings, and employee files used by the Employer will reflect this position.

5.03 Positive Action Program

At all times, priority will be given to Inuits within the hiring practices, on the job training, job postings, rights and movement of personnel, as determined by the collective agreement. This will not constitute discrimination within the scope of clause 5.01.

5.04 Harassment

a) Every employee has a right to a work environment free from harassment.

b) Sexual harassment

Sexual harassment constitutes a form of discrimination based on gender and consists of behaviour manifested by repeated and undesired words, acts or gestures with a sexual connotation, and which undermines the dignity or physical or psychological security of the person or which results, for the person, in unfavourable working conditions or dismissal.

However, one (1) single serious act that has a continuous harmful effect may also be considered as sexual harassment.

c) Psychological harassment

Means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee.

However, a single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute psychological harassment.

- d) The Employer must take action to prevent any type of harassment and, whenever the employer becomes aware of such behaviour, to put a stop to it.
- e) The parties will work together to prevent the occurrence of harassment situations, by instituting the appropriate educational and information measures.
- f) A person who is a victim of harassment will not suffer any prejudice in the treatment and settlement of her/his complaint.
- g) The implemented internal policy on harassment includes internal mechanisms to process harassment complaints. Said mechanisms must avoid any situation where a complainant would be obliged to divulge his or her complaint to the alleged harassing person.
- h) At no time shall the internal harassment complaint procedure prevent a plaintiff or another person involved from using any other recourse, for example the grievance procedure.
- i) The prescribed period for submitting a harassment grievance shall be no later than ninety (90) days from the last incident of harassment. In the case where knowledge by the Union is acquired more than ninety (90) days of such an event, but less than six (6) months from the day when the cause of action arose, the grievance must be filed within twenty (20) days of such knowledge by the Union to be considered as valid.

ARTICLE 6 RIGHT TO INFORMATION

6.01 Within sixty (60) days of the signing of the collective agreement, the Employer provides the Union with an alphabetical listing of employees in the bargaining unit. This list contains the following information:

- a) Employee ID number
- b) Name
- c) Birth date
- d) Gender
- e) Home address and telephone number
- f) Place of work
- g) Date of hire
- h) Status
- i) Position (title, department)
- j) Class and step

- k) Professional membership, if applicable
- l) Identification (spouse or child) and number of dependants

The Union will only use the home address and the home telephone number to contact an employee and agrees to keep this information confidential.

This list will be sent by internal email to the person designated by the Union as the one managing said list. Twice a year on or before December 15 and July 15 the Employer provides the Union with an updated list.

- 6.02 The Employer provides the Union with copies of the documents which will allow the Union to identify the employees who have been laid off, who are on leave, as well as who are new employees.

ARTICLE 7 UNION MEMBERSHIP

- 7.01 Those employees included in the bargaining unit who are members of the Union at the date of signature of the collective agreement and those who become members at a later date must remain members of the Union for the duration of this agreement.

- 7.02
- a) Each new employee must become a Union member by signing a membership card and paying the membership fees set by the Union.
 - b) The Union will arrange for the employee to sign a membership card and will collect the membership fee directly.
 - c) In the case of a new employee, a fifteen (15) minute meeting is provided in a convenient and confidential location between the new employee and her/his union representative as designated by the Union.

This meeting must take place as soon as possible following the hiring of a new employee. The scheduling of the meeting will be arranged with the appropriate immediate supervisors.

- 7.03 The Employer is not required to terminate or to exclude from the bargaining unit an employee expelled from the Union or whose admission to the Union is refused. However, such an employee will remain subject to the payment of Union dues.
- 7.04 The Employer deducts from each employee's pay at each pay period, an amount equal to the Union dues.

- 7.05 A new employees pay his dues beginning with the first (1st) complete pay period following his date of hire.
- 7.06 The Union advises the Employer of any modification in Union dues at least twenty (20) working days prior to the date on which the Employer implements such a change. The change date must coincide with a full pay period.
- 7.07
- a) Every month, the Employer sends the Union, within a period not exceeding fifteen (15) working days from the last pay date of the month, a statement reflecting the deposit of the union dues into the Union's account and an alphabetical list of the names of the employees and the amount deducted from each employee.
 - b) The Employer indicates the amount of Union dues deducted on the T4 and "Relevé 1" slips of each employee.
 - c) **All** administrative correspondence concerning Union is to be sent to the person designated by the Union.

ARTICLE 8 UNION ACTIVITIES

- 8.01 For any meeting scheduled with the Employer, the parties agree that representatives of either of the parties may participate in the meeting by telephone. The Employer pays for any long distance charges. **At** all times, there must be at least one (1) member of each party physically present at the meeting.
- 8.02 **Union representation**
- a) The Employer recognises the Union representatives and their substitutes.
 - b) Unless otherwise specifically provided for, no Union representative leaves his assigned place of work without having made the necessary arrangements with his supervisor so that this leave does not affect the general needs of his department. Such consent cannot be withheld without a valid reason.
 - c) The Union informs the Employer in writing, of the names and assignment(s) of their representatives and of their substitutes. Thereafter, any change to the said list is sent the same way.
 - d) It is understood that each party may request that an external advisor or representative be present at joint meetings. The agenda and the names of

the participants will be given at least forty-eight (48) hours before the meeting.

- e) Any Union member may be accompanied, if she/he so desires, physically or by telephone, **by** a Union representative in a meeting with the Employer for any matter relating to the interpretation or application of the collective agreement.
- f) The Employer agrees that the Union may use the internal mail service as well as the internal e-mail and Internet service for mailing its news bulletins and notices to the members. Such bulletins and notices must be clearly identified as coming from the Union. Said documents will not include any defamatory remarks directed to the Employer or any of his representatives, nor will contain personal information related to any individual.

Any postage costs will be paid by the Union.

The Union agrees to respect the Employer's computer network policy.

- g) The Employer shall provide a reasonable size bulletin board in each work location, in areas agreed upon by the parties, clearly identified for exclusive Union use for the posting of notices.

8.03 Union leaves

- a) The Union provides the Human Resource office with information concerning leaves for Union activities, and this, in principle, at least five (5) working days prior to the absence.

Exceptionally, in cases where the five (5) working day notice cannot be respected, for example in the case of an emergency, the Union representative must agree with her/his immediate supervisor or her/his replacement or, if neither is available, with the Human resources department, on the time and duration of the requested leave. The use of said union time must be confirmed in writing to the Human resources department. In such a case, the leave must not disturb the normal functioning of the department.

All authorised leave for Union activities that has been requested at least five (5) days in advance in writing will be considered as time worked and will be subject to the application of clause 21.01, if such is the case.

- b) Subject to the terms outlined in Letter of agreement # 2, Union representatives may conduct union activities for a maximum of sixty (60) hours a month. This time is allocated without loss of salary and is considered as worked hours. This time is taken during normal working

hours, whenever the normal activities will be the least disrupted. A maximum of forty (40) hours may be brought forward to the next month. These hours are to be used for union meetings at which the Employer is not present.

- c) Any meeting with the representatives of the Employer does not incur a loss of pay for any participating employee and the hours used for these meetings are not deducted from the monthly allocation provided for in paragraph 8.03 b).

8.04 **Union negotiation team**

- a) For the renewal of the collective agreement or any modification to it, the Employer recognises a negotiation team composed of four (4) members designated by the Union.
- b) To prepare for negotiation sessions, the members of the Union negotiation team will use the necessary time from the hours allocated monthly provided for in paragraph 8.03 b).
- c) For any negotiation, conciliation, mediation, arbitration or signature meeting, related to the conclusion or renewal of the collective agreement, the Employer grants the Union negotiation team a leave of absence without loss of pay. The hours used to attend these meetings are not to be taken from the monthly allocation provided for in paragraph 8.03 b).
- d) Members of the Union negotiation team may defer vacation accumulated until the signing of the collective agreement, to after the signing of the collective agreement. They may thus defer up to a maximum of ten (10) days, over and above that which is provided for in clause 24.10 and this for a maximum period of twelve (12) months.

8.05 **Grievance Officer**

- a) The Employer recognises a Union Grievance Officer designated by the Union for inquiry purposes related to a grievance or a situation that could lead to a grievance.
- b) The Grievance Officer must inform her/his immediate supervisor that she/he has to conduct an inquiry. The hours used to that effect are deducted from the monthly allocation provided for in paragraph 8.03b).

8.06 **Labour Relations Committee**

- a) The parties agree that the Labour Relation Committee is beneficial to both the Employees and the Employer, and as such the Committee provides a forum within which the parties may exchange information and study all

matters related to labour relations issues and to working conditions, including matters pertaining to health and safety in the workplace.

Before holding a meeting of the Labour Relations Committee, the parties exchange an agenda containing a list of the issues to be discussed at the meeting.

- b) Meetings of the Labour Relations Committee will be held a minimum of once every month. Additional meetings may be held if the parties agree.
- c) The Labour Relation Committee is composed of a maximum of two (2) Employer representatives and two (2) Union representatives. The parties will strive to ensure that the representation of each party will include at least one Inuk. In case of discussions pertaining to health and safety, the parties may request that specialized representatives of each party be present at meetings.

The Union or the Employer may request the presence of an additional representative as provided for in paragraph 8.02 d).

The parties inform each other in writing of the names of their representatives on the Labour Relations Committee, as well as any modification which might occur.

8.07 **8.07 Leave for external Union activities**

- a) Upon written request from the Union, the Employer may grant a leave without pay of not less than six (6) months, to a maximum of one (1) year, for an employee to act as an employee or as an elected official, within the Fédération des Syndicats Nationaux (CSN) or one of its affiliated bodies. The employee or the Union will pay all of the costs related to the employee's relocation.
- b) The request includes the name of the employee, the nature and length of the absence, the dates on which the absence starts and ends. The request must be forwarded to the Human Resource office, sixty (60) days prior to the beginning of the absence.
- c) The Employer agrees to grant such a leave unless, due to particular circumstances, it would be impossible within the specified delay to ensure the applicant's replacement when her/his position is necessary, or without seriously affecting the normal operations of the department where the employee concerned works.

- d) If the employee who is granted leave holds a non-elective position, she/he must return to work within twenty-four (24) months of the beginning of her/his leave, failing which, she/he will be considered as having resigned.
- e) If the employee on such leave holds an elected position, she/he is granted a leave equal in length to her/his term of office.
- f) An employee on such a leave does not have a right to the benefits of this collective agreement except for the group insurance plan to the extent that the plan so allows. In this case, the cost of the premiums will be paid entirely by the employee.
- g) The employee granted such a leave must give the Employer written notice of her/his intent either to return to work or to stand for re-election at least ninety (90) days before the due date for her/his return. Upon her/his failure to give such a notice or to return to work on the due date, the employee is considered as having resigned
- h) Upon her/his return to work, the Employer reinstates the employee into the position she/he occupied at the time of her/his departure, or if her/his position has been modified or abolished into the position she/he would have occupied if she/he had remained at work.
- i) The employee granted leave by virtue of the present article will continue to accumulate her/his seniority.

8.08 Request for the inclusion of a position within the bargaining unit

- a) When one of the parties requests that the Labour commissioner decide whether or not an employee should be included in the bargaining unit, the Employer will continue to deduct union dues or the equivalent of union dues until the Labour commissioner or the Labour court renders its decision, following which the Employer will remit the union dues in conformity with said decision.
- b) The deduction of union dues will begin at the beginning of the month that follows the filing of the request.
- c) It is the Employer's responsibility to see to the application of this paragraph.

8.09 Prejudice

Any Union representative who prevails her/himself of the provisions of the present article cannot be inconvenienced or suffer any prejudice for her/his legitimate activities.

ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 The parties agree that a grievance shall be defined as any disagreement respecting the application or the interpretation of the collective agreement. The parties agree that they will attempt to settle a grievance as promptly as possible.
- 9.02 A technical error does not invalidate a grievance.
- 9.03 a) A grievance is presented in writing and contains a summary of the facts written in such a way as to be able to identify the problem raised, as well as the redress sought, and the amount claimed when it is possible to calculate it.
- b) A grievance may be amended as long as the amendment does not alter the nature of the grievance.
- 9.04 a) No employee will suffer a loss of salary for the time spent in a meeting with the Employer to discuss a grievance.
- b) During an arbitration hearing, the grievance officer, the griever, and any interested employee are granted leave, without loss of pay, to attend the hearing. Any other employee who serves as witness is granted, for the time of his testimony, a leave from regular work without loss of salary. All the expenses related to the transportation and lodging of the Union representative, the griever and other interested employees will be paid by the Union. Any witness' expenses are to be paid by the party who has requested her/his testimony.
- 9.05 An employee who files a grievance must not in any way be penalised or inconvenienced as a result.
- 9.06 The Union may file a grievance on behalf of an employee, a group of employees, or all of the employees. In such a case, the Union must follow the form and procedure provided in paragraph 9.03 a) and clause 9.07.
- 9.07 For all grievances, the Employer and the Union agree to use the following procedure:
- a) The employee or the designated grievance officer files the grievance with the immediate supervisor, with a copy to the Human Resources Office, within thirty (30) days of the event that gave rise to the grievance.
- Notwithstanding the preceding paragraph, a Union grievance is filed with the Director General, with a copy to the Department Director concerned as well as to the Human Resources Office.

In the case where knowledge is acquired after thirty (30) days of such an event, but less than six (6) months from the day when the cause of action arose, the grievance must be filed within twenty (20) days of such knowledge by the employee or the Union to be considered as valid.

- b) At the request of either party, a meeting or conference call between the Employer and the grievance officer will take place within the twenty (20) days following the filing of the grievance.
- c) The immediate supervisor gives her/his answer in writing to the grievance officer within thirty (30) days following the receipt of the grievance.
- d) Failing agreement, or if the immediate supervisor fails to answer within delay, the Union may submit the grievance to arbitration by giving notice to the Human Resource Office of its intention within the thirty (30) days following the delay provided for in paragraph 9.07 c).

9.08 Arbitration Process

- a) All grievances are heard before an arbitrator chosen by the parties. If the parties fail to agree on the choice of an arbitrator, either party may ask the Federal Labour Minister to nominate an arbitrator.
- b) In an attempt to limit costs related to arbitration hearings, the parties agree to attempt to refer several grievances to an arbitrator who travels north of the 55th parallel for several days.
- c) The costs associated with the postponement of an arbitration session are paid by the demanding party. However, should the postponement have been requested by both parties in writing paragraph 9.08 f) applies.
- d) An arbitrator designated as per the present article must be aware of the usages as well as the mentality of the Inuit and must take these elements into consideration.

At no time will an arbitrator designated under the present article be entitled to modify, amend or alter the content and scope of the present collective agreement.

- e) Whenever possible, as determined by the designated arbitrator and accepted by the parties, it will be possible to hear witnesses by phone or video, or any other available technology, such that the costs and delays to obtain a decision be reduced as much as possible.
- f) The fees and expenses of a designated arbitrator will be divided equally between the parties.

- g) All the arbitration hearings will take place in the Employer's Administrative Center in Kuujuaq.

9.09 **Delays**

- a) For the computation of the delays provided for in the present article, the day that constitutes the starting point is not taken into account but the last day is. When the last day falls on a Saturday, a Sunday or a Statutory holiday, the delay is extended to the next working day.
- b) The parties may extend the delays provided for in the present article by written agreement.

ARTICLE 10 SENIORITY

10.01 **Accumulation and acquisition of seniority**

a) Permanent employees

For the permanent employee, seniority is accumulated on the basis of continuous service as a member of the bargaining unit. Seniority is acquired when she/he has completed her/his probationary period, retroactively to the date of hire.

b) Temporary employee

The temporary employee accumulates seniority on the basis of hours worked or considered as worked.

The following absences are considered as worked hours:

- absence due to work illness or accident (LATMP)
- sick days provided for in article 28
- vacation
- statutory holidays
- any paid or social leaves provided for in the collective agreement
- leave without pay provided for in the collective agreement
- leave for family responsibilities or for traditional activities
- parental leaves

However, this seniority cannot supersede that of a permanent employee as long as the person has the status of temporary employee.

c) Change in status

When a temporary employee obtains a permanent position, her/his seniority will be calculated in the following way: the total hours worked or considered as worked is divided by thirty-five (35), in order to obtain a number of weeks and days of work. This period is then added to the date the employee obtained a permanent position, thus providing the employee with a new seniority date.

10.02 **Probationary Period**

- a) A probationary period is applied to all newly hired employees regardless of the employee's status, except in the case of a temporary employee hired for **less** than six (6) months.
- b) In the case either of a relocated employee, when an employee's point of origin is different from her/his place of work as per clause 3.23, or of an employee whose work cannot be directly supervised by her/his immediate superior or of an employee who occupies a position in class 8 or higher, the probationary period is of six (6) months worked.
- c) In all other cases, the probationary period is of three (3) months worked.
- d) During her/his probationary period, a new employee will receive the necessary assistance and information in order to facilitate her/his adaptation to her/his new position.
- e) In the middle of the probationary period and when the employee so requests, the immediate supervisor will discuss the employee's progress with her/him. Such a discussion may take place by telephone.
- f) The Union, the Employer and the employee may agree in writing to extend or shorten an employee's probationary period.
- g) The employee whose employment is terminated during her/his probationary period is entitled to a written notice of one week or one (1) week's salary if there is no notice.

In the case of an employee hired from the KRG General bargaining unit, said employee then returns to the KRG General bargaining unit.

- h) Probationary employees have access to the grievance and arbitration procedure, except in the case of lay-off or termination of employment.

10.03 **Accumulation of seniority**

Unless otherwise provided, a permanent employee continues to accumulate her/his seniority during any absence provided for in this collective agreement, or in the application thereof, or otherwise authorised, for the duration of the absence.

10.04 **Loss of seniority and termination of employment**

An employee loses her/his seniority and her/his employment will be considered as terminated when:

- a) She/he voluntarily terminates his employment;
- b) She/he is dismissed unless the dismissal is cancelled as a result of the grievance and arbitration procedure;
- c) She/he retires;
- d) If after a lay-off, she/he is called back and neglects to return to work within ten (10) working days of her/his notification. The Employer's call back notification will be made by registered mail at the employee's last known address with a copy sent to the Union. The employee will have the responsibility of informing the Employer in writing of her/his new address. This ten (10) day period may be extended by written agreement between the parties;
- e) If she/he is absent from work for a period of five (5) working days without a valid reason:
- f) If she/he has been laid-off or not recalled to work for a period of twelve (12) consecutive months;
- g) If she/he fails to return to work following authorised leave without pay without a valid reason;
- h) If she/he has been absent because of sickness or accident of a personal nature, for twenty four (24) months from the first day of absence;
- i) In the case of a work accident or an occupational disease covered and recognised as such under the *Workmen's Compensation Act* (LATMP) if she/he has been absent from work for thirty-six (36) months from the first day of absence or the date of the work accident.

10.05 Seniority List

- a) Within sixty (60) days from the date of signing of the collective agreement, the Employer will post for thirty (30) days a seniority list. Every six (6) months, in the months of December and July, the Employer updates said list and posts it in every KRG office building in Nunavik.

This list includes the surname and name, date of hire, the position of a permanent employee, whether she/he is full-time, part-time or seasonal, and her/his seniority calculated in accordance with the collective agreement.

This list also includes the surname and name of the position (if applicable) and the date of hire, and her/his seniority calculated in accordance with the collective agreement.

- b) Any dispute concerning the seniority of an employee is submitted in writing, within thirty (30) days of the date of posting of the list to the Office. The parties will enter into a dispute resolution process. If necessary, corrections to the seniority list. In the event of a persisting disagreement, a grievance is submitted in accordance with the grievance and arbitration procedure.

Technical error not detected during the period for dispute may be corrected.

ARTICLE 11 MOVEMENT OF PERSONNEL IN THE CASE OF REORGANISATION OF THE WORK FORCE

11.01 Reduction of the workforce

The Employer will not reduce the workforce of permanent employees unless there are imperative reasons to do so resulting from:

- Changes of vocation or mandates, as determined by or with governmental authorities or agencies, or the K.R.G. Council, or that could result from the action of a subsidising authority; or
- A technological change as defined in clause 3.22; or
- Financial reasons which are not under the Employer's control.

In all of the above cases the burden of proof rests with the employer.

11.02 Notice to the union

- a) In the case of a lay-off of a permanent employee due to a job abolition, the Employer informs the Union in writing as soon as the job abolition has been officially confirmed, but at least three (3) months before the job abolition is to come into effect.
- b) In the case of a job abolition the notice given to the Union includes:
 - all pertinent information related to the job abolition;
 - the reasons for such a decision;
 - a description of the measures taken to avoid the job abolition.
- c) In addition, in the case of the abolition of a position related to or resulting from a technological change, the notice given to the Union includes the following information:
 - the nature of the technological change;
 - the schedule of implementation;
 - the identification of the positions or job descriptions which will be affected by the change and the forecasted effects on work organization;
 - the main technical features of the new machines, equipment or devices, or the planned modifications, when these are available;
 - All other pertinent information relative to this technological change.

11.03 Meetings and discussion

The parties will meet at the latest within thirty (30) days following the receipt of the notice by the Union and following this, at any other time that they agree between themselves to discuss the job abolition. Such discussions may include the following subjects:

- possible measures to avoid the job abolition;
- the means to be used in order to implement the technological change, if such is the case;
- the expected effects on the organisation of work.

11.04 Lay off and displacement Procedure

- a) In the case of a lay-off due to a job abolition affecting a permanent employee, the employer will give said employee a thirty (30) day written notice. The Employer will proceed with the lay off by job classification within the department:
 - i. First the non Inuit employees in that classification, by reverse order of seniority.

- ii. Then the Inuit employees in that classification, by reverse order of seniority.
- b) An Inuk employee cannot be displaced.
- c) Subject to paragraph 11.04 b), the employee whose job is abolished or who is displaced may displace the least senior employee of any department, providing that she/he meets the normal requirements of the position she/he is displacing in and that she/he has more seniority than the employee she/he is displacing.
- d) The employee is entitled to a trial period of ten (10) days worked. During the trial period, the employee is entitled to the appropriate assistance in order to facilitate her/his adaptation to this position.

If, during the trial period, the Employer considers that the employee is incapable of satisfying the normal requirements of the position or if the employee advises in writing that she/he does not wish to remain in the position, the employee is laid off.

- e) An employee who chooses not to displace or who is not able to displace as provided for in paragraphs 11.04 b) and c) is laid off.

11.05 For twenty-four (24) months after the abolition of her/his position or her/his displacement, the employee who, as a result, occupies a position in a lower class, maintains the classification and the salary she/he held before the job abolition or her/his displacement.

During this period she/he is considered as having applied for each position in her/his old class for which she/he meets the normal requirements. If the employee obtains such a position in conformity with article 14, she/he must accept it.

After twenty four (24) months, if the employee still occupies a position in a lower class, he/she maintains her/his salary. Her/his salary is red-circled until the salary of the lower position reaches the level of his/her salary.

11.06 A permanent employee who is affected by the provisions of the present article and who is not offered a position of the same level with similar tasks, or who would be obligated to move to another municipality to occupy a position, may choose to resign and will benefit from a separation indemnity equivalent to one (1) month of salary per year of seniority.

ARTICLE 12 TEMPORARY LAY-OFF AND RECALL TO WORK

12.01 Temporary lay-off procedure

In the case of a lay-off due to a temporary shortage of work, the Employer will proceed with the lay-off as follows by job classification within the department:

- a) Temporary and probationary employees are laid off first, starting with those employees not covered by the Positive Action Program as defined in clause 5.03.
- b) If other lay-offs are necessary, permanent employees are laid off, and this by reverse order of seniority and starting with the employees not covered by the Positive Action Program as defined in clause 5.03, and afterwards, those covered by the Program.

12.02 Recall List

- a) The recall list includes the following information for all laid-off employees who have worked for more than three (3) consecutive months:
 - Name
 - Employee status
 - Address and telephone number
 - Most recent lay-off date
 - Accumulated seniority as defined in article 10 and/or date of hire

An updated copy of this list is sent to the union, in April and October of each year.

Temporary employees working less than three (3) consecutive months will be called to work following the current practice.

b) Use of the recall list

Before hiring a new employee, the employer must use the recall list in order to fill a position or a temporary work assignment.

12.03 Recall procedure

- a) Employees are called back to work within the community where the work is to be performed, in order of seniority, on the condition that they satisfy the normal requirements of the position.
- b) Recall to work will be done by telephone or by local FM station for those employees who do not have a telephone. The Employer will keep a written

log of all recalls to work. It is the responsibility of the employee to indicate to the Employer any modification to her/his telephone number.

- c) If after three (3) calls an employee cannot be reached, the Employer telephones the next employee on the list and so on.
- d) Upon request from the Union, the employer provides proof that recall to work was done as per the procedure defined in the present article.

12.04 **Permanent employees**

- a) Any permanent employee whose name appears on the recall list is deemed to have applied for any vacant position for which this employee satisfies the normal requirements of the position. However, the provisions of clause 5.03 also apply.
- b) It is the employee's responsibility to provide all documents attesting of her/his qualifications which do not appear in her/his employee file.
- c) The employer will pay for the relocation of a permanent employee if said employee obtains a permanent position following the application of the present clause.
- d) A permanent employee is not obligated to accept a recall to work in a position other than her/his old position as long as she/he maintains her/his seniority. In such a case the employee must inform the employer of her/his decision in writing or verbally in the presence of a Union representative within five (5) working days of being contacted.

12.05 **Seasonal employees**

The employer will contact the seasonal employee one (1) month prior to the beginning of her/his work season, as provided for in paragraph 12.03 b). Should an employee fail to respond to the Employer's request to return to work within two (2) week of being contacted, she/he will be considered as having resigned, unless she/he has a valid reason.

- 12.06 The Union receives a copy of all letters sent by the Employer to the employees as per the provisions of article 12.

ARTICLE 13 JOB EVALUATION

13.01 Job evaluation request

- a) When a new position is created or when an immediate supervisor or an employee feels that the duties of her/his position no longer correspond to the job description for that position, a revised job description may be submitted to the Human Resources Office along with a request to have the position re-evaluated.
- b) Any new or re-evaluated position automatically becomes part of the list appearing in Appendix B.

13.02 Job Evaluation Committee

- a) The Job Evaluation Committee is composed of two (2) representatives from the Employer and two (2) representatives from the Union. **All** meetings of the Job Evaluation Committee are held during normal working hours and are without loss of pay for the employees concerned.
- b) The Job Evaluation Committee will meet to review a request for re-evaluation within thirty (30) days of the submission of said request. The Human Resources Office will submit all such requests as well as all relevant documents immediately to all members of the Job Evaluation Committee.
- c) The committee may request a meeting with the employee and/or the immediate supervisor concerned.
- a) The committee may request the services of an external advisor.
- e) The job evaluation form which is used by the committee appears in Appendix F.

13.03 Decision

- a) The committee must render its final decision in writing, with a copy to the Union, within thirty (30) days of the initial request for re-evaluation.
- b) When the final decision of the committee is to upgrade the position, the upgrade will be retroactive to the date that the request for re-evaluation was submitted to the Human Resource Office.
- c) When the final decision of the committee is to downgrade the position, the downgrade will become effective on the date that the committee renders its

decision and the concerned employee's salary is maintained (red-circled), if such is the case until she/he can reintegrate the salary scale.

- d) In the case of a disagreement concerning the final decision of the Job Evaluation Committee or if the committee cannot agree on a decision and informs the employee of this, the case may be submitted to the grievance procedure.

13.04 Translation

An employee whose job description does not include translation cannot be required to perform written translation.

ARTICLE 14 JOB POSTING, SELECTION AND MOVEMENT OF PERSONNEL

- 14.01 When a position becomes vacant, the Employer has the choice of filling or abolishing the position as provided for in clause 11.01 or of deferring the posting of the position. If the decision is to fill the position, the Employer proceeds within a delay not exceeding three (3) months from the date the position became vacant. If the position is to be abolished or if the posting is to be deferred, the Employer will inform the Union of its decision within the aforementioned delay.

14.02 Job posting procedure

- a) When a new position is created or when a position is to be filled, the Employer will announce the position in the following manner:
- The position will be posted for ten (10) working days at the Administrative Centre in Kuujuaq.
 - A copy of the posting will be sent by fax and by email to all service centers where employees are located. A hard copy of the posting is to be posted in each service center for the ten (10) working day period. A copy of the posting is sent simultaneously to the Union. An electronic confirmation of reception from all service centers is made available to the union upon request.
 - During the same period, the Employer may post the position outside of the bargaining unit or of the territory north of the 55th parallel and proceed with interviews. The outside posting and interviews are not indicative of any priority for candidates from outside of the bargaining unit and are simply done for the purpose of saving time, should the employer be unable to fill the position with an internal candidate. Upon request, the

employer provides the Union with a list of the names of all internal candidates who applied on a specific posting.

b) The posting includes:

- position title, class and status;
- job profile;
- any mention indicating the preference given to an Inuk;
- the required qualifications;
- the department;
- title of immediate supervisor;
- the salary range;
- place of work;
- work schedule;
- posting date and expiry date of the posting;
- general information on the job context whenever necessary.

c) The Employer is not obligated to post a temporary position of less than six (6) months duration.

14.03 An employee who wishes to apply for the position must do so in writing during the posting period by sending her/his application to the Human Resource Office.

An employee who is to be absent during the whole posting period by reason of an absence authorised as per the collective agreement may apply in writing in advance. In so doing she/he must indicate in which position(s) and department(s) she/he wants her/his candidacy to be considered.

An employee who obtains a position must be available to occupy said position within twenty (20) working days of obtaining the position, unless the employee is absent for a reason provided for in the collective agreement and authorised by the Employer, other than a leave without pay as provided for in article 26. In this latter case, the employer will post the resulting temporary position internally when the incumbent will be absent for a period six (6) months or more.

An employee who obtains a position and who must be relocated to occupy said position must be available within thirty (30) working days of her/his nomination.

14.04 **Selection**

a) In selecting an employee to fill a position, the Employer must grant the position to the candidate who meets the normal requirements of the position in the following sequence:

1. the permanent employee covered by the Positive Action Program who has the most seniority;

2. the probationary or temporary employee covered by the Positive Action Program who has the most hours worked or the most seniority, as is applicable;
 3. the permanent employee not covered by the Positive Action Program who has the most seniority;
 4. the probationary or temporary employee not covered by the Positive Action Program who has the most hours worked or the most seniority, as is applicable;
- b) If none of the candidates in paragraph 14.04 a) meet the normal requirements of the position, the Employer considers candidates from the KRG General bargaining unit, before any external candidates.

If none of the candidates from the KRG General bargaining unit fulfill the normal requirements of the position, the Employer informs the union of the procedure to be implemented in order to fill the vacant position.

Upon request, the Employer provides the Union with a list of the names of candidates from the KRG General bargaining unit who have applied on a specific posting.

- c) The Employer is not obligated to post a vacant position a second time when:
1. the vacant position or newly created position was first filled by a person outside the bargaining unit who decided to leave the position within the first eight (8) weeks of her/his probationary period;
 2. the vacant or newly created position is filled by an employee from within the bargaining unit who decided to return to her/his old position within the trial period.

In such a case, the Employer proceeds with a second choice among the candidates who applied in accordance with the provisions of clause 14.03 providing that the selected candidate meets the normal requirements.

- d) An employee who applies for a position and who withdraws her/his application will not suffer any prejudice concerning future applications.
- e) An employee who is selected and who refuses the position before the end of her/his trial period will be prevented from applying on a similar position for a period of six (6) months from the date she/he last applied.

- f) In filling a position with an employee from the bargaining unit, the Employer nominates the employee within twenty (20) working days following the end of the posting period. The Human Resource Office informs the employee verbally of her/his nomination, followed by a written confirmation, with a copy to the Union. In filling a position with a person from outside of the bargaining unit, the Employer advises the Union of the name of the person and the position which she/he has obtained.
- g) Except for a relocated employee or an employee absent for a reason provided for in the collective agreement other than a leave without pay, as provided for in article 26, when an employee is nominated in a new position, she/he is assigned to her/his new position within twenty (20) working days following the moment she/he was nominated. The employee receives at that time, or from the time she/he should have assumed the position, the salary of the new position.

14.05 Temporary positions

- a) The Employer posts temporary positions of duration six (6) months or more.
- b) Such temporary positions are posted and filled as per clauses 14.02, 14.03 and 14.04. The posting includes the expected duration of the assignment.
- c) Should an employee obtain a temporary position, at the end of said assignment, as the case may be, the employee is reinstated in her/his former position without prejudice as to the rights acquired in her/his former position, or is laid off.

14.06 Trial period

- a) Any employee who has completed her/his probation period and who is nominated to a newly created position or a vacant position in accordance with the present article is entitled to a trial period of thirty (30) days worked in her/his new position.

The Union, the Employer and the employee may agree in writing to extend or shorten an employee's trial period.

- b) During the trial period, the employee continues to benefit from all the rights and privileges of the collective agreement.
- c) The parties recognize that, during the trial period, the employee is entitled to appropriate assistance in order to facilitate the adaptation to her/his new position.

d) If, during the trial period, the Employer considers that the employee is incapable of satisfying the normal requirements of the position, or if the employee advises in writing that she/he does not wish to remain in the position, the Employer reinstates the employee in her/his former position without prejudice as to rights acquired in her/his former position or, if the employee is not the incumbent of a position, she/he is laid off.

14.07 In the case of a grievance concerning this article, the burden of proof rests with the Employer.

ARTICLE 15 HEALTH AND SAFETY

15.01 The Employer will take the necessary actions to protect the health and to ensure the security and the physical integrity of the employees, as described in the applicable laws and regulations within the framework of health and safety in the workplace.

The Union and the employees will collaborate with the Employer for this purpose.

15.02 The employees of the classes and departments indicated in Appendix E are entitled to an annual amount, to cover the cost of their individual safety equipment.

ARTICLE 16 PROFESSIONAL MEMBERSHIP

16.01 The Employer will reimburse any and all membership fees to a Professional corporation for a permanent employee, when the employee's duties on behalf of the KRG are exclusive and require that the employee be member of such a professional corporation. The Employer will also reimburse any amounts directly related to the payment of any premiums for professional liability insurance that the employee is not exempted from because she/he is covered by the Employer's liability insurance.

Are excluded from those fees any other amount dedicated to pay anything else than the dues to remain a member of that professional corporation (example: donations, etc.).

ARTICLE 17 SUB-CONTRACTING

- 17.01 The Employer may allocate work in the form of a subcontract:
- a) When its permanent employees are not qualified to execute the required work or when the Employer does not have the proper equipment.
 - b) When it is necessary to increase the expertise of the employees and this, for a set period of time.
 - c) For costs effectiveness. However and whenever cost effectiveness can be achieved, the Employer will favour the maintaining of positions rather than sub-contract the work.
- 17.02 In the case of a subcontract, the Employer informs the Union in writing of its intention, including the reason for the subcontract, twenty (20) working days before the subcontract is to be finalised. The parties may schedule a meeting to discuss the subcontract in conformity with clause 17.01.

In the case of an emergency, the Employer informs the Union by sending the notice provided for in the above paragraph as soon as possible.

ARTICLE 18 DISCIPLINARY MEASURES

- 18.01 a) Before being formalised, an issue that may give rise to a disciplinary measure may be considered within the general modes to resolve problems within the Inuit culture.
- b) Whenever a disciplinary measure is taken, the disciplinary measure must be the subject of a written notice addressed to the employee concerned and stating the reasons justifying the measure. A copy of the notice must be sent simultaneously to the Union.
- 18.02 Except in the case of the dismissal of a probationary employee, for any dismissal, suspension, or written warning, the employee or the Union may submit a grievance and if necessary submit the grievance to arbitration.
- 18.03 In all cases of disciplinary measures, the Employer has the burden of proving that the disciplinary measure imposed was appropriate or respectful of the Inuit culture. The arbitrator may confirm or annul the disciplinary measure or render any other decision that she/he judges as equitable under the circumstances.

- 18.04 In the event that a representative of the Employer finds it necessary to summon an employee for disciplinary reasons (written warning, suspension, or dismissal) the employee may be assisted by a union representative, in person or by telephone.
- 18.05 A suspension does not interrupt the continuous service of an employee.
- 18.06 A disciplinary measure must be imposed no later than twenty (20) working days after the occurrence of the incident which gave rise to it or no later than twenty (20) working days after the immediate supervisor became aware of said incident.
- However, in the case of awareness after the fact, the disciplinary measure must be imposed no later than six (6) months after the incident.
- 18.07 No confession signed by an employee may be used against him during arbitration unless said confession was signed in the presence of a Union representative.

ARTICLE 19 EMPLOYEE FILES

- 19.01 An employee has the right to verify, upon a twenty-four (24) hour notice, in the presence of a representative of the Employer, the content of her/his file and to add written comments to it.
- 19.02 Any mention of a disciplinary measure must be removed from the employee's file after a period of twelve (12) months has elapsed without any further disciplinary measure of the same nature.
- 19.03 An employee may request that any disciplinary notice or part of one against which an employee has won her/his case or for which the delay stipulated in clause 19.02 has expired, be removed from her/ his file.

ARTICLE 20 HOURS OF WORK

20.01 Work schedules

- a) Except for an employee who is the incumbent of a position of Observer/Communicator, Airport Maintainer, Mechanic or Electrician, the

normal workweek of a full time employee is of thirty-five (35) hours from Monday to Friday from 9:00 to 12:00 and 13:00 to 17:00.

- b) Except for an employee who is the incumbent of a position of Observer/Communicator, Airport Maintainer, Mechanic or Electrician, the normal workweek of the part time employees shall be determined at the moment of their hiring and their working hours shall be between 9:00 and 17:00 from Monday to Friday, with a period of one (1) hour for lunch between 12:00 and 13:00.
- c) The employer will favour the creation of full-time positions rather than part-time positions whenever possible.

20.02 With the prior approval of the Director General and for work related reasons, an employee may have a work schedule other than 9:00 to 12:00 and 13:00 to 17:00.

20.03 An employee is entitled to one (1) fifteen (15) minute rest period, as determined by the Employer, without loss of pay for each regular half day of scheduled work. This rest period is taken in the Employer's offices or, for the employees working outside the offices, at a location where the employee is able to resume work immediately after said rest period.

20.04 **Work schedule of an Observer/Communicator**

a) Normal schedule

The normal workweek of a full time employee is of forty (40) hours over five (5) days per week. The normal workday is of eight (8) hours, from 7:30 to 15:30. However, for the purpose of applying clause 21.01, the normal workday is considered as being of seven (7) hours.

b) Rotation schedule

The normal work week of a full-time employee is of thirty-five (35) hours. The normal workday is of seven (7) hours.

An employee on rotation's work schedule is made up by the Employer, according to the following rules:

During each week of work the employee will work ten (10) hours per day from Monday to Sunday for a total of seventy (70) hours per week. Therefore, for the purpose of applying clause 21.01, the normal workday is considered as being of ten (10) hours.

The employee will be paid for thirty five (35) hours each work week. The employee will thus bank thirty five (35) hours per week worked. These hours

will then be used to pay the employee for her/his week of leave, every other week.

The employee's working hours normally fall between 7:30 and 17:30.

20.05 Work schedule of Airport Maintainers, Electricians or Mechanics who are not on a rotation schedule

The normal work-week of a full time employee is of thirty-five (35) hours over five (5) days per week from Monday to Friday. The normal workday of the employee is of seven (7) hours, from 8:00 to 12:00 and 13:00 to 16:00.

For the following airports: Kuujjuuaq, Kuujjuarapik and Puvirnituq, during the winter season, the Employer may, with two (2) weeks written notice, change one (1) of the Airport Maintainer's work schedule to 10:00 to 18:00.

20.06 Work schedule of Mechanics on a rotation schedule

a) The employee's work schedule is made up **by** the Employer, following one (1) of the two (2) options described below and taking into account any preference indicated by the employee :

Option 1) Six (6) weeks of work in Nunavik and three (3) weeks paid leave in the employee's point of origin

Option 2) For an employee whose point of origin is within the Nunavik region, four (4) weeks of work in Nunavik and two (2) weeks paid leave in the employee's point of origin

c) The employee is informed of her/his travel and work schedule two (2) weeks in advance, except for urgent matters. As much as possible, the Employer will try to limit the employee's work assignment to one (1) coast.

d) During each week of work the employee on rotation will work seven and a half (7,5) hours per day from Monday to Sunday for a total of fifty-two and a half (52,5) hours per week.

The employee on rotation will be paid for thirty five (35) hours each work week. The employee will thus bank seventeen and a half (17,5) hours per week worked. These hours will then be used to pay the employee on rotation thirty-five (35) hours per week during his weeks of paid leave.

The employee's working hours normally fall between 8h and 17h.

ARTICLE 21 OVERTIME, PREMIUMS AND CALL BACK TO WORK

21.01 Overtime

Overtime is defined as all work performed or travel done as per clause 21.07, by an employee outside of her/his workday or workweek. All overtime must be requested or approved by the employee's immediate supervisor. However, an employee who is the incumbent of a position of Mechanic who works on a rotation schedule may work a maximum of seven and a half (7,5) hours per week of overtime without the prior approval of her/his supervisor.

For the purposes of the present article the work week starts on Monday and ends the following Sunday at midnight.

21.02 Apart from cases of emergency, all overtime is on voluntary basis. Notwithstanding the above, when there is overtime to be executed and nobody accepts to execute it, the immediate supervisor may ask the least senior permanent employee who occupies the position in which the work is to be done to work the overtime.

21.03 Overtime payment

All overtime is paid to the employee at one and a half times (150%) her/his regular rate of pay.

21.04 Banked hours

An employee may elect to transfer overtime into time off, up to a maximum of seventy (70) hours banked at any time during a calendar year. The number of hours banked is calculated after the application of the factor of one and a half times (150%) defined in clause 21.03.

A maximum of ten (10) consecutive working days accumulated in this manner may be taken at one time unless the employee has made prior arrangements with her/his immediate supervisor. Overtime hours that are not banked by the employee or any hour of overtime in over and above seventy (70) hours is paid at the next pay period.

Unused banked overtime hours may be reimbursed at the end of the year or transferred to the employee's Pension plan (RRSP) if so requested by December 5th of the current year or carried forward to the following year.

21.05 Standby pay

- a) Should the Employer request that an employee remain available for work outside of her/his normal working hours, the employee is paid one (1) hour at her/his regular rate for every eight (8) hours of standby duty or on a pro-rata basis for any time of standby duty less than eight (8) hours.
- b) When this employee is called back to work she/he will be paid in accordance with clause 21.06. In this case, the standby duty pay provided for in paragraph a) does not apply for a number of hours equal to the duration of the call back to work.

21.06 Call back to work

Unless the overtime work is scheduled, an employee called back to work after having left the workplace is entitled to a minimum of three (3) hours with pay at the employee's regular hourly rate or at the overtime rate, if applicable, and this even when the work is completed in less than three (3) hours.

Should the nature of the work or the conditions of its execution require that the employee be present several times within the same day, for periods of less than three (3) hours at each time, the employee can claim either one (1) call back to work or the total time worked, at the appropriate rate. Such work cannot be claimed as more than one (1) call back to work.

When the employee is asked to complete other work than that for which she/he was called back to perform, the employee may not charge this as a second call back to work. In the case the employee is paid the greater amount of either a call back to work or the total hours worked at the appropriate rate.

21.07 Travel Time

Travel time is defined as the period within which the employee is obligated to be away from his place of work at the request of the Employer. More precisely, this travel time consists of one or the other of the following periods:

- a) Period beginning at the check in time determined by the public carrier or charter operator and ending an hour after the arrival at the destination.
- b) Period beginning at the time the employee leaves by taxi, rented or personal vehicle and ending when the employee arrives at his temporary place of work or place of rest excluding any personal stops during the trip.
- c) Outside of his basic workweek, the time spent in a place other than his regular place of work up to seven (7) hours per day.

However if an employee spends more than seven (7) hours per day travelling, she/he will be compensated for every hour spent travelling, over and above any hours worked when applicable.

ARTICLE 22 STATUTORY HOLIDAYS

22.01 The employees benefit from the following paid statutory holidays:

- Good Friday
- Easter Monday
- Journée nationale des Patriotes (Monday preceding 25 May)
- Fête Nationale, (June 24)
- Canada Day, (July 1st)
- Labour day (First Monday in September)
- Thanksgiving (Second Monday in October)
- James Bay and Northern Quebec Agreement Day (November 11)
- December 25
- December 26
- January 1
- January 2
- Five (5) mobile days

22.02 Mobile days

The employee may use a mobile day after having made the appropriate arrangements with her/his immediate supervisor.

A mobile day cannot be transferred to another year. However, if not used, the five (5) mobile days provided for in clause 22.01 are paid to the employee on or around December 15 of each year.

22.03 Except in the case of the Fête Nationale (June 24), only those employees who have worked the day immediately preceding and following a statutory holiday or who are absent from work for one of the reasons provided for in the collective agreement or with the Employer's authorization will be paid for their normal scheduled workday for the said statutory holiday.

22.04 Observer/Communicators working on a rotation schedule

When a statutory holiday coincides with a day of work for an Observer/Communicator working on a rotation schedule, she/he will work on that statutory holiday as if it were a regular workday.

As compensation for days worked on statutory holidays, the employee will be paid an additional ten (10) hours per seventy (70) hour week worked. Should an employee work less than seventy (70) hours, the additional hours paid will be awarded on a pro rated basis, based on the number of hours actually worked

- 22.05 An employee who is scheduled or who is required to work on a statutory holiday is paid at the rate of time and one half (150%) for all of the hours worked, plus the regular pay for the statutory holiday.

In the case of an Observer/Communicator working on a rotation schedule, this clause only applies if she/he is required to work during her/his week of leave.

- 22.06 Except for a statutory holiday that has to be taken in accordance with a specific Provincial or Federal law, if a statutory holiday coincides with a Saturday or a Sunday, it will be moved by the Employer to the preceding or following working day the closest to the statutory holiday.

- 22.07 Except in the case of the Fête Nationale (June 24) and except for all employees working on a rotation schedule, the employee who requests and is authorized by his immediate supervisor to work on a statutory holiday is paid his regular rate for those hours worked, The employee may take an equivalent number of hours worked as leave with pay on a date agreed to with his immediate supervisor.

ARTICLE 23 SOCIAL LEAVES AND DEFERRED SALARY LEAVES

23.01 Bereavement leaves

An employee is entitled to a bereavement leave without loss of pay under the following conditions:

- a) death of her/his spouse, child or her/his spouse's child: five (5) working days, including the day of the funeral;
- b) death of her/his father or mother, brother or sister: three (3) working days, including the day of the funeral;
- c) death of her/his mother in-law or father in-law, of her/his grandparents or grandchildren: one (1) working day, the day of the funeral. However, if the deceased was living with the employee or considered a dependent, the employee is entitled to three (3) working days, including the day of the funeral;

- d) The paragraphs a), b) and c) apply to both biological and adoptive family members.
- e) Should the employee be unable to fly out due to conditions beyond her/his control, he/she will fly out as soon as he/she can and his/her leave as defined in paragraphs a), b) or c) shall begin on the date of his/her departure.
- f) In case of a funeral in a Northern Village, employees will benefit from a leave with pay for the duration of said funeral service and for the purposes of attending the funeral. The employee's immediate supervisor must be notified in advance of such an absence.
- g) An employee who must travel to a destination other than her/his place of work to attend the funeral of a family member as defined in paragraphs a), b), and c) may benefit from a maximum of two (2) additional days of paid leave, depending on possible travel arrangements, to allow for the transport time to attend the funeral.

23.02 Social leaves

The employee is entitled to a leave without loss of pay under the following conditions:

- a) her/his wedding: if the wedding is held on a scheduled workday for the employee, one (1) working day, the wedding day;
- b) Moving or relocation to another locality, requested by the Employer: one (1) working day.
- c) An employee may empty all of her/his banked hours (vacation, sick leave, overtime, etc.) without the prior approval of her/his supervisor when her/his child or a member of her/his immediate family must be evacuated from their home community for medical reasons and the continued presence of the employee is required.
- d) Leave for family responsibilities

An employee may use up to a maximum of twelve (12) working days or eighty-four **(84)** hours per calendar year, without pay when the employee must fulfil obligations related to the custody, the health or the education of a member of her/his immediate family. An employee may use her/his banked hours (vacation, sick leave, overtime, etc.) to compensate these unpaid hours.

The employee must inform her/his immediate supervisor of her/his absence as soon as possible and must take all necessary means at her/his disposal to limit the taking of and the duration of such a leave.

The Employer may verify which obligation is being fulfilled.

23.03 Jury duty or witness

Except in the case of an arbitration session provided for in this collective agreement, when an employee is called to act as a juror or as a witness in a case to which she/he is not a party, the employee is entitled to a leave without loss of pay for judicial activities. The Employer pays the employee the difference between the amount of her/his regular salary and any indemnity received in virtue of any Law or any sums paid by another source.

23.04 Deferred Salary Leave

- a) An employee who holds a permanent position and who has completed three (3) years of seniority may request a deferred salary leave.
- b) A maximum of five (5) employees may be absent from work on deferred salary leave at the same time. Of this number, no more than three (3) may be employees whose place of work is Kuuujuaq. In all cases, priority is given to Inuk employees. The parties may agree to increase the maximum number of employees who may take a deferred salary leave at the same time.
- c) An employee cannot apply for another deferred salary leave unless two (2) years have elapsed from the date of her/his return to work from a prior leave or the termination date of her/his last contract.
- d) The granting of a deferred salary leave will be subject to the ability of the respective department to accommodate such a leave. However, the granting of a leave will only be withheld for serious reasons. If more than one (1) employee requests a leave for the same period, the employee with the most seniority will be given priority.
- e) The duration of a deferred salary leave may vary from six (6) months to twelve (12) months. The employee may choose to defer her/his salary for a period of two (2), three (3), four (4), or five (5) years.

An employee who benefits from a deferred salary leave must return to work for a period at least equal to that of the leave. Upon her/his return, if the position the employee occupied at the beginning of her/his leave has been abolished or if she/he has been displaced, the employee has the same rights that she/he would have had she/he remained at work.

- f) An employee may apply in writing to participate in the Deferred Salary Leave Plan (DSLPL) to the Executive Committee of the KRG, with copies to the Human Resource Office and to the Union. A request for deferred salary leave must be submitted during the months of August or September of the year preceding the year that the DSLPL is to begin.
- g) Approval or refusal of a deferred salary leave will be provided before the end of the month of November following the submission of the request. Should the request for leave be denied, the Employer will indicate the reasons motivating the refusal in writing to the employee, with a copy to the Union.
- h) Participation of an employee in the DSLPL is subject to the signing of a contract as provided for in Appendix D. Upon signing the contract the employee will become a participating employee. Should the employee not sign the contract, the employee will be deemed to have withdrawn her/his application to participate in the DSLPL.

This contract must be signed by the employee and returned to the Human Resource Office four **(4)** weeks prior to the date that the deferral period begins.

The Human Resource Office will forward a copy of the signed contract to the employee's immediate supervisor and to the union.

- i) The duration of the leave and the percentage of salary (as defined in the contract) paid while participating in the plan is as follows:

Duration of the leave	Duration of the participation in the plan (contract)			
	2 years	3 years	4 years	5 years
6 months	75.00%	83.33%	87.50%	90.00%
7 months	70.80%	80.56%	85.42%	88.33%
8 months	66.67%	77.78%	83.33%	86.67%
9 months		75.00%	81.25%	85.00%
10 months		72.22%	79.15%	83.33%
11 months		69.44%	77.08%	81.67%
12 months		66.67%	75.00%	80.00%

The deferred salary leave may be taken during the last year of the employee's participation in the plan and after all the monies have been accumulated according to the provisions of the employee's contract.

- j) During her/his leave, the employee accumulates her/his seniority and may continue to be covered by the Group insurance and the pension plan, provided that she/he pays the entire cost of the premiums or contributions.

The employee is not eligible for other advantages conferred to permanent employees who are at work.

- k) The employee may put an end to her/his participation in the DSLP by giving at least sixty (60) days written notice to the Human Resources Office.

ARTICLE 24 VACATION

- 24.01 All employees are entitled to paid vacation on the basis of their years of service, in accordance with vacation entitlements determined as of January 1 of each year.
- 24.02 Should an employee have one or more disability periods totalling no more than sixty-five (65) working days per service year or who suffers a work accident, the duration of her/his annual vacation shall not be reduced.
- 24.03 Subject to clause 24.04, an employee is entitled to:
 - a) twenty (20) working days of vacation each year if she/he has completed less than seven (7) years of service;
 - b) twenty-five (25) working days of vacation each year after she/he has completed seven (7) years of service or more;
 - c) When an employee completes seven (7) years of service after the 1st of January, the employee's vacation entitlement is pro-rated for the current year on the basis of the number of days left in the year.
- 24.04 The employee who has completed less than one (1) year of service is entitled to one day and two-thirds (1 2/3) of paid vacation per month of service, prorated to the number of days since her/his date of hire.
- 24.05 At least five (5) weeks before the employee's requested date to begin her/his vacation, the employee will submit her/his request in writing to her/his immediate supervisor, The annual vacation shall be determined in the following manner:
 - a) the seniority of the employee applied within the department;
 - b) the preference expressed in writing by the employee;
 - c) the department's needs.

Once vacation schedules have been approved by their immediate supervisor, the employee who wishes to change her/his vacation dates must submit a written request to this effect. Such a request is authorised as long as the vacation dates of other employees and the department's needs are respected.

If the vacation period is for less than four (4) working days only an agreement in writing with the immediate supervisor is needed

- 24.06 If one or several statutory holidays coincide with an employee's vacation, her/his vacation will be extended by an equivalent number of days.
- 24.07 The employee on vacation shall continue to receive her/his regular salary. Salary due during the holiday period may be paid to the employee before her/his departure date, should the employee request it at least ten (10) working days before her/his scheduled date of departure from work.
- 24.08 The employee absent from work due to disability or a work accident at the time scheduled for her/his vacation may postpone his vacation until later in the same year or, if she/he has not returned to work by the end of the year, until the subsequent year. Arrangements must be made between the employee and her/his immediate supervisor.
- 24.09 Upon presentation of a medical certificate attesting a disability of more than five (5) days during a vacation period, an employee may postpone her/his vacation for a number of days equivalent to the number of days of her/his absence due to her/his disability. The new date for vacation is determined with the immediate supervisor taking into consideration the employee's preference, the scheduled vacation periods of the other employees' in the department and the department's needs.
- 24.10 Days of vacation may be reimbursed or transferred to the employee's Pension plan (RRSP) if so requested by, at the latest, December 5th of the current year. A maximum of ten (10) working days may be carried over to the following year.
- 24.11 An employee who leaves during the course of the year will see her/his vacation entitlement reduced proportionally to the number of days left in the year. However an employee may not receive a vacation entitlement that is less than that provided for in the Law.

If the employee has used more vacation days than she/he had accumulated, she/he will reimburse the employer for the vacation days used over and above the vacation entitlement that she/he had accumulated.

ARTICLE 25 PARENTAL LEAVES

Section I General Provisions

- 25.01 Unless otherwise specifically provided for, the present article cannot have the effect of granting an employee a benefit, monetary or non-monetary, which she/he would not have had if she/he had remained at work.
- 25.02 Same-sex spouses are eligible to all the benefits under the present article. However, in the case of maternity and paternity leaves, these benefits will only be granted to one (1) of the spouses.
- 25.03 The Employer does not reimburse the employee for the amounts that the Canada Employment and Immigration Commission (C.E.I.C.) could require her to repay under the Unemployment Insurance Act, when the employee's salary exceeds the insurable maximum by one and one half (1 1/2) times.

Section II Maternity Leave

- 25.04 a) A permanent employee is entitled to a maternity leave of twenty (20) weeks' subject to clauses 25.08 and 25.09, must be consecutive.
- b) An employee who becomes pregnant while benefiting from a leave of absence or a partial leave of absence provided for in this article is also entitled to the maternity leave and the indemnities provided for in clauses 25.13 and 25.14, whichever the case.
- c) An employee is also entitled to a maternity leave in the case of an interruption of her pregnancy after the beginning of the twentieth (20th) week preceding her expected due date.
- d) An employee whose spouse dies while on maternity leave is entitled to receive the payment of the balance of the employee's twenty (20) weeks of maternity leave and benefits from any rights and benefits pertaining to such leave.
- 25.05 The distribution of the maternity leave before and after the birth is at the employee's discretion and includes the date of delivery.
- 25.06 The maternity leave may be of a lesser duration than that provided for in clause 25.04. If the employee returns to work within two (2) weeks following the birth, she must produce, at the Employer's request, a medical certificate confirming that she is sufficiently recovered to resume work.

25.07 Notice

To obtain the maternity leave, an employee must give written notice to the Employer at least three (3) weeks before the date of departure. This notice must be accompanied by a medical certificate or a written report signed by a midwife attesting to the pregnancy and stating the expected date of the birth.

The delay of submission of the notice may be less if a medical certificate attests that the employee must leave her work sooner than expected. In the case of an unforeseen event, the employee is exempted from the formality of the notice provided that she remits a medical certificate to the Employer stating that she had to leave her work without delay.

Section III Interruptions and extensions of maternity leave

25.08 An employee who has sufficiently recovered from the delivery but whose child must remain in a health facility may interrupt her maternity leave by returning to work.

An employee whose child is hospitalized within fifteen (15) days of her/his birth is also entitled to this right.

In this case the leave may only be interrupted once. The employee may take the rest of the leave when the child returns home.

25.09 Upon request, an employee may interrupt her maternity leave, in the following cases:

- If her child is hospitalised;
- If the employee is ill, other than an illness related her pregnancy;
- If the employee must fulfil one of the obligations described in paragraph 23.02 d)

The number of weeks during which the maternity leave may be interrupted is equivalent to the number of weeks the child is hospitalised, but may not exceed fifteen (15) weeks. In all other cases, the maximum number of weeks during which the maternity leave may be interrupted is six (6) weeks.

During such an interruption, the employee is considered as being on a leave without pay and will receive neither benefits nor salary from the Employer. She nonetheless receives the benefits provided for in clause 25.32.

25.10 When resuming an interrupted maternity leave as provided for in clause 25.08 or 25.09, the employee is entitled to the benefits she would otherwise have received if she had not availed herself of such an interruption, and this, for the

number of weeks remaining in accordance with clauses 25.13 or 25.14, whichever the case.

- 25.11 If the birth occurs after the due date, the employee is entitled to extend her maternity leave for the length of time the birth is overdue, unless she has at least two (2) weeks of maternity leave left after the birth.

The employee may extend her maternity leave if her child's health or if her own health requires that she does so. The duration of such extension is that stated on the medical certificate which the employee must provide.

During these extensions, the employee *is* considered to be on a leave without pay and does not receive either benefits or salary. The employee receives the benefits provided in clause 25.16 for the first six (6) weeks of the extension of her leave only and, after, will receive the benefits outlined in clause 25.30.

Section IV Maternity Leave Benefits

- 25.12 The maternity leave benefits provided for in clause 25.14 are only paid as supplements to the parental insurance benefits or, in the cases stipulated hereafter, as payments during a period of absence for which the Quebec Parental Insurance Plan does not apply.

25.13 **Indemnity for employees not eligible under the Quebec Parental Insurance Plan**

- a) A full-time employee who is declared ineligible for benefits under the Quebec Parental Insurance Plan and who has accumulated twenty (20) weeks of service is entitled to the payment of an indemnity equal to ninety-three percent (93%) of her/his regular weekly salary for a period of ten (10) weeks.
- b) A part-time employee who is declared ineligible for benefits under the Quebec Parental Insurance Plan who has accumulated twenty (20) weeks of service is entitled to the payment of an indemnity equal to ninety-five percent (95%) of her/his regular weekly salary for a period of ten (10) weeks.

25.14 **Complementary compensation for employees eligible under the Quebec Parental Insurance Plan**

An employee who is eligible and who receives benefits under the Quebec Parental Insurance Plan is entitled to receive the following complementary compensation from the Employer, during her maternity leave:

- a) For each week she is receiving or could receive unemployment insurance benefits, up to a maximum of twenty (20) weeks, complementary

compensation equal to the difference between ninety-three percent (93%) of her regular weekly salary and the amount of the unemployment insurance benefit that she is entitled to. This complementary compensation is calculated on the basis of the unemployment insurance benefits that an employee is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the unemployment insurance plan.

If the C.E.I.C. reduces the number of weeks of unemployment insurance benefits to which the employee would otherwise have been entitled if she had not availed herself of the unemployment insurance benefits before her maternity leave, the employee continues to receive, for a period equivalent to the weeks deducted by the C.E.I.C., the complementary compensation provided for in this paragraph as if she had, during this period, availed herself of the unemployment insurance benefits.

- b) When the employee resumes a maternity leave interrupted by virtue of clauses 25.08 or 25.09, the Employer pays the employee the compensation to which she would have been entitled had she not availed herself of such an interruption.
- c) The Employer may not compensate, by the compensation paid to the employee on maternity leave, a reduction in unemployment insurance benefits resulting from the salary earned in the employ of another Employer.

Notwithstanding the provisions of this paragraph, the Employer provides this compensation if the employee proves that the salary earned from another Employer is regular salary, by means of a letter to this effect from the Employer who pays it. If the employee proves that only a portion of this salary is regular, the compensation is limited to this portion.

- d) The total of the amounts received by the employee during her maternity leave, including unemployment insurance benefits, compensation and salary must not exceed ninety-three percent (93%) of the basic regular weekly salary paid by the Employer.

25.15 Calculation of compensation

- a) No compensation is paid when the employee is on paid vacation.
- b) The compensation is paid by the Employer within the two (2) weeks following the beginning of the leave, at two (2) week intervals. In the case of the employee who is eligible for unemployment insurance benefits, the first payment is made fifteen (15) days after the Employer receives proof that the employee is receiving unemployment insurance benefits. For purposes of

applying this paragraph, a statement of benefits, a cheque stub or other information provided by the C.E.I.C. to the Employer by means of a statement will be considered as proof of the payment of benefits.

- c) The regular weekly salary of the permanent part-time employee is the regular weekly salary averaged over the twenty (20) weeks immediately preceding her/his leave. If, during this period, the employee received benefits fixed at a certain percentage of her/his regular salary, it is understood that for the purpose of calculating her/his regular salary during her/his leave, reference is made to the regular salary on which the above-mentioned benefits were established.

If during this twenty (20) week period the salary scales are adjusted, the adjusted amount will be considered as the regular weekly salary. If, however, the leave includes the date at which the salary scales are adjusted, the regular weekly salary of the employee is calculated, as of this date, according to the salary scale adjustment which applies.

Any period in which the employee on special leave, as provided for in clause 25.18, does not receive any compensation from the CSST (Health and Safety Commission) is exempt for the purposes of calculating the employee's weekly base salary.

25.16 Other benefits

During the maternity leave and any extensions provided for in Sections II and III of this article, the employee, insofar as she is normally entitled to them, benefits from the following:

- accumulation of vacation;
- accumulation of sick leave;
- accumulation of seniority;
- accumulation of experience;
- the right to apply for a posted position and to obtain it in accordance with the dispositions of the collective agreement as if she were at work.

Also, the employee, insofar as she is normally entitled to them, benefits from the following for a maximum of seventy (70) weeks:

- pension plan (RRSP), as long as she maintains her contribution, when applicable;
- salary insurance;
- life insurance;
- supplementary life insurance;
- health insurance;

Also, the employee, insofar as she is normally entitled to them, benefits from the following for a maximum of twenty-six (26) weeks:

- All northern benefits, including annual leave trips, if the employee remains in Nunavik or if the employee must leave the Nunavik region for medical reasons.

25.17 The employee may defer her weeks of vacation, if said weeks fall within her maternity leave and if, no later than two (2) weeks before the expiry of said maternity leave, she notifies the Employer in writing of the date of such deferral.

Section V: Provisional assignment and Special Leaves Concerning Pregnancy and Breast-feeding

25.18 **Provisional assignment and Special Leave – Preventive Withdrawal**

An employee may request a provisional assignment to another position in the following cases:

- a) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
- b) her working conditions involve dangers for the child whom she is breast-feeding;

The employee must present a medical certificate to this effect as soon as possible. The reassigned employee maintains the rights and privileges associated with her regular position. A copy of the employee's request for provisional assignment is forwarded to the Union.

25.19 If the provisional assignment is not carried out immediately, the employee is entitled to a special leave which begins immediately. Unless a provisional assignment is implemented, the special leave ends on the date of the birth or at the end of the period during which the child is breast-fed, as is applicable.

25.20 During the special leave provided for in clauses 25.18 and 25.19, the employee is covered by the provisions of the Workmen's compensation Act relating to preventive measures for the pregnant or breast-feeding employees, with regard to her indemnity.

25.21 When an employee other than the employee requesting the provisional assignment agree, she/he may exchange her/his position with that of the employee requesting the provisional assignment for the duration of said assignment, subject to Employer's approval. This provision will apply only when both employees meet the normal requirements of the position. In such a case,

employees maintain all rights and privileges pertaining to their respective regular positions.

25.22 **Other Special Leaves**

An employee is entitled to a special leave in the following circumstances:

- a) when a complication in the pregnancy or a risk of miscarriage requires her to be absent from work for the period prescribed by a medical certificate. The medical certificate must attest the complication or the risk of miscarriage and the expected date of delivery. Such special leave cannot be extended beyond the fourth (4th) week preceding the due date.
 - b) upon presentation of a medical certificate that provides for the duration, when a natural or legally induced miscarriage occurs before the beginning of the twentieth (20th) week preceding the due date. The employee may avail herself of a sick leave or of the salary insurance benefits, as is applicable.
 - c) for visits related to the pregnancy with a health care professional and which are attested to in a medical certificate or a written report signed by a midwife. In this case, the employee is entitled to paid special leave, up to a maximum of four (4) days. This paragraph also applies in the case of a employee who adopts a child. These leaves may be taken as half (1/2) days.
- 25.23 During the special leaves granted under clauses 25.18 and 25.19, the employee receives no salary but is entitled to the benefits provided for in clause 25.16, insofar as she is normally entitled to them.

Section VI: Birth and paternity leaves

25.24 **Birth leave**

The employee whose spouse gives birth is entitled to a leave of a maximum duration of five (5) working days, of which only the first two (2) are paid.

The employee is also entitled to this leave if an interruption of her/his spouse's pregnancy occurs after the beginning of the 20th of the pregnancy.

This leave may be discontinuous and cannot be taken after the expiry of the fifteen (15) days following the arrival of the child at home.

25.25 **Paternity Leave**

- a) The employee whose spouse gives birth is entitled to a leave of a maximum duration of five (5) weeks, which may be divided into weeks, This leave must

end no later than the end of the fifty-second (52nd) week following the week of the child's birth.

- b) During this leave, the employee receives the complementary compensation provided in clause 25.14 for a maximum period of five (5) weeks, if she/he is eligible for unemployment insurance, or the indemnity provided in clause 25.13 if she/he is not eligible for unemployment insurance, for the same period.

25.26 An employee whose child is hospitalized may interrupt her/his paternity leave by returning to work for the duration of the hospitalisation.

25.27 During these leaves, the employee is entitled to the benefits provided for in clause 25.16, insofar as she/he is normally entitled to them.

Section VII Leaves for adoption

25.28 a) The employee who legally adopts a child is entitled to a leave of a maximum duration of seventeen (17) weeks. Should both parents be KRG employees they may both benefit from the leave. In this case, the maximum total duration of their combined leaves must not exceed seventeen (17) weeks.

The leave begins when the child is placed in the employee's care and ends a maximum of seventeen (17) weeks after the week the child was placed in the employee's care.

- b) During this leave, the employee receives the complementary compensation provided in clause 25.14 for a maximum period of fifteen (15) weeks, if she/he is eligible for unemployment insurance, or the indemnity provided in clause 25.13 if she/he is not eligible for unemployment insurance, for a period of ten (10) weeks.
- c) In the cases provided for in the preceding paragraph, the provisions related to the maintenance of benefits provided in clauses 25.16 and 25.17 apply.
- d) The present clause does not apply to an employee who adopts the child of her/his spouse. However, said employee is entitled to a parental leave as described in clause 25.31.

25.29 The employee who legally adopts a child is entitled to a leave of a maximum duration of five (5) working days, of which, only the first two (2) are paid.

This leave may be discontinuous and cannot be taken after the expiry of the fifteen (15) days following the arrival of the child at home.

25.30 The employee who goes outside of Quebec in order to adopt a child is entitled to a leave with pay for the time necessary for such travel, upon written request to the Employer if possible two (2) weeks in advance. If this trip results in the child being placed in the employee's care, the maximum duration of the subsequent leave, taken under the provisions of clause 25.28, is of fifteen (15) weeks.

Section VIII Parental Leaves without Pay and Partial Leaves without Pay

25.31 Following a written request submitted to the Employer at least three (3) weeks in advance, the employee who wishes to extend her maternity leave, his paternity leave or her/his adoption leave or the employee covered by paragraph 25.28 d) receives the benefits from one of the two (2) options outlined below, and this, at the conditions specified therein:

- a) a leave without pay of no more than fifty-two (52) continuous weeks starting at the moment which the employee decides and ending no later than seventy (70) weeks after the child's birth or, in the case of an adoption, seventy (70) weeks after the child was placed in the employee's care;
- b) a leave or a partial leave without pay of a maximum duration of two (2) years. This leave immediately follows a maternity leave, a paternity leave or an adoption leave. In the case when no adoption leave is taken, this parental leave can be taken following the adoption.

The employee may, however, modify her/his choice for the period beyond the fifty-second (52nd) week of her/his leave as long as she/he submits a written notice to the Employer thirty (30) days before the end of her/his fifty-second (52nd) week of leave.

The part time employee is also entitled to a partial leave without pay. However, all other provisions of the collective agreement, related to the determination of a number of hours worked, remain applicable.

In the case of a partial leave without pay, the request must indicate the arrangement of such leave. In the case of disagreement with the Employer as to the number of days, the employee has the right to a maximum of two and one half (2 ½) days per week or the equivalent. Failing agreement on the distribution of these days the Employer determines the work schedule.

The employee may avail herself/himself of the above mentioned leave at any time within the two (2) years following the birth or the adoption of her/his child, but the end of the leave cannot be beyond the limit set at two (2) years from the birth or the adoption.

To benefit from either one of the leaves provided above, the request must state the expected date of return to work.

- 25.32 During the leave without pay, the employee accumulates her/his seniority and maintains her/his experience. Also, she/he accumulates her/his experience for the purpose of step advances, up to the first fifty-two (52) weeks of her/his leave.

She/he may continue to participate to any insurance plans she/he is entitled to, by so asking at the beginning of her/his leave and by paying, with a post dated cheque, her/his share of the premiums for the first fifty-two (52) weeks of her/his leave and after by paying the entire cost and the taxes on this amount, all of it subject to the clauses and stipulations of the group insurance plan in effect. However, the Employer and the employee may agree on different means of reimbursement.

During her/his leave without pay, the employee may maintain her/his contribution to the pension plan (RRSP), according to the provisions of the plan.

During a partial leave without pay, the employee accumulates her/his seniority on the same basis as before the leave and, for the proportion of hours worked, is governed by the provisions applicable to part time employees.

- 25.33 An employee may take her/his accumulated or deferred annual vacation immediately prior to her/his leave without pay or partial leave without pay provided there is not interruption with her maternity leave, her/his paternity leave, or adoption leave, whichever the case.

- 25.34 The employee who wishes to end her/his leave without pay before the anticipated date must give a written notice of her/his intentions at least twenty-one (21) days prior to her/his return to work.

Section IX Return to work

- 25.35 Four (4) weeks before the expiration of a maternity leave, a paternity leave, an adoption leave or a parental leave, the Employee must send employer a notice indicating the date on which he/she will be returning to work.

The employee who does not send such a notice must return to work upon expiration of her/his leave unless the leave has been extended as provided for in the present article.

An employee who fails to return to work on the date provided in her/his initial notice is considered as having resigned as of said date.

25.36 Upon the return of an employee from any leaves provided for in the present article, the employee returns to her or his position.

In the event that her or his position has been abolished or that she/he or she has been displaced, the employee is entitled to all the rights and privileges she or she/he would have benefited from if she/he had been at work.

ARTICLE 26 LEAVES WITHOUT PAY

26.01 General leaves without pay

Subject to the following conditions, an employee may obtain a leave without pay. Such a leave is distinct from a deferred salary leave.

- a) An employee who holds a permanent position and who has completed two (2) years of seniority is eligible to request a leave.
- b) Not more than five (5) employees will be absent from work at the same time, and not more than one (1) by department;
- c) A leave of absence without pay may be requested for one of the following reasons:
 - To enroll in and attend a course in a recognised educational institution.
 - To start and operate a business in the North of the 55th parallel.
- d) In case of several requests for the same time period, priority will be given to the employees with the most seniority.
- e) An employee cannot apply for another leave without pay unless two (2) years have elapsed from her/his return from the prior leave or its agreed upon renewal.
- f) The duration of a leave without pay is of a minimum of six (6) months and a maximum of twenty-four (24) months. Providing there are no other applicants at that time, the leave may be renewed in compliance with the basic conditions.
- g) A written request for a leave without pay should be forwarded to the Executive Committee of the KRG no later than six (6) months before the expected beginning of the said leave. The Employer must respond in writing within five (5) weeks of receipt of the request. The granting of a

leave without pay will be subject to the ability of the department to accommodate such a leave.

- h) Notwithstanding paragraphs 26.01 a) to g), a leave of absence will be granted to all employees without restrictions in the following cases:
- for the duration of the probationary period associated with a permanent position which falls under another bargaining unit within the KRG;
 - for compassionate reasons: twelve (12) weeks for major illness or injury of next of kin, that can be extended to a maximum of one hundred and four (104) weeks in case of injuries of illness that could be fatal.
- i) If an employee uses a leave without pay for purposes other than those for which it was granted or if she/he fails to return to work at the end of said leave, except in the case of an emergency situation, she/he is considered as having resigned retroactive to the date of the beginning of the leave.

26.02 Leave for public office

- a) The employee who intends to be candidate for public office (excluding municipalities North of the 55th parallel) may, upon written request, obtain leave of absence without pay as provided for in the law.
- b) An employee elected to a school board, a hospital board, a local centre for community services (CLSC), a Regional Board of Health, or any other legitimate public body or public organisation within the territory North of the 55th parallel is entitled to a leave without pay for meetings or official activities related to her/his function during regular hours.

In such cases a written request containing the employee's name, the nature of the absence, and the probable duration of the absence must be given to the Human Resources Office at least five (5) working days prior to the date of the beginning of each leave unless there is an emergency situation.

26.03 Leave for traditional activities

An Inuk employee is granted ten (10) working days of leave without pay per civil year to participate in traditional activities providing she/he makes the request to her/his immediate supervisor fifteen (15) days before the beginning of the traditional activity.

26.04 General provisions

The following provisions apply to all types of leaves without pay, as described above:

- a) An employee on leave without pay may continue to benefit from the Group insurance plans should this plans so permit, on condition that she/he pays the entire cost.
- b) After agreement between the parties an employee may put an end to the leave without pay before the anticipated date of return.
- c) Upon his return to work, the Employer reinstates the employee into her/his position, or if her/his position has been modified or abolished into the same position she/he would have obtained should she/he had remained at work.

ARTICLE 27 TRAINING

27.01 The parties agree that training for employees is beneficial to both the employee and the Employer, and as such the Employer agrees endeavour to promote training for employees whenever possible.

Each year, on or before October first, the Union submits its recommendations for training priorities to the Labour relations committee.

27.02 An employee who follows a training session at the request of the Employer during regular working hours, will not suffer any loss of salary.

ARTICLE 28 SICK LEAVE

28.01 a) A permanent employee is entitled to twelve (12) days of sick leave per year, prorated to the employee's work schedule as defined in Article 20.

b) These sick days are accumulated on a monthly basis, but are available to the employee as of January 1st of the current year. If an employee leaves during the course of the year the balanced of the unused sick days are paid to the employee. However, if the employee has used more days than she/he had accumulated, she/he will reimburse the employer for the sick days used over and above those sick days that the employee had in fact accumulated.

c) Unused sick days may be reimbursed at the end of the year or transferred to the employee's Pension plan (RRSP) if so requested by December 5th of the current year or carried forward to the following year up to a maximum of ten (10) days per year.

- 28.02 An employee who is absent more than three (3) consecutive days must submit a medical certificate to her/his immediate supervisor.
- 28.03 The employee must notify her/his immediate supervisor when she/he is sick and will not be coming in to work. Whenever possible the employee indicates the duration of her/his absence.

ARTICLE 29 GROUP INSURANCE

- 29.01 The Employer maintains a group insurance policy in effect, containing the same coverage as the insurance policy in effect at the time of the signing of the collective agreement.

The Employer meets with the Union representatives to inform them of any modifications to the group insurance plan. **As** well, at the time of renewal, the parties meet to exchange information about the planned changes.

- 29.02 The employees and their dependants are covered by a group insurance plan whose conditions of application are described in the applicable insurance policy and that offers the following benefits:

- life insurance;
- accidental death and dismemberment benefit;
- weekly indemnity benefit;
- hospital care in Canada;
- medication insurance;
- health practitioners services;
- medical supplies insurance;
- other services.

- 29.03 The employee may benefit from this group insurance plan from their first day of work.
- 29.04 As long as they are covered by other regimes, the JBNQA beneficiary employees are covered under the policy referred to in clause 29.01 for life insurance, accidental death and dismemberment benefit and the weekly indemnity benefit only.
- 29.05 The premium payable is shared equally by the Employer and the employees for the benefits that apply to them, unless otherwise specifically provided for by the collective agreement or by a law.

ARTICLE 30 PENSION PLAN

30.01 Registered Retirement Savings Plan (RRSP)

- a) Subject to article 3, an eligible employee must participate in the collective Registered Retirement Savings Plan (RRSP)
- b) Subject to letter of agreement # 3, the Union chooses the plan administrator, and the administrative costs or fees, including the Employer's additional administrative costs, will be paid by the employees.

30.02 Contributions to the plan

- a) The contributions of the parties are as follows:

Year	Employer's contribution (percentage of the total weekly paid salary, including cost of living differential allowance (CLD))	Employee's contribution (percentage of the total weekly paid salary)
01/01/07	4%	2 %
01/01/08	4.5%	2.5 %
01/01/09	5%	3 %
01/01/10	5.5%	3.5%
31/12/10	6%	4 %

- b) **An** employee may increase her/his percentage of participation by sending a written request to do so to the Human Resources Office at least thirty (30) days before the new percentage is to apply.
- c) The employee's contribution is deducted from her/his salary and transmitted bi-weekly to the Plan administrator, along with the Employer's contribution for the same period.

ARTICLE 31 CLASSIFICATION AND SALARIES

31.01 Classification of employees

- a) Except for an employee with trainee status, to whom different rules apply, all employees must meet the minimum requirements for their class of employment.

- b) From her/his date of hire an employee is classified according to the nature of the work and the characteristic elements of her/his position, which she/he exercises on a regular basis. The classification of the position is defined in Appendix B and the corresponding salary scales are defined in Appendix A.
- c) For the purposes of the present article and unless specifically otherwise provided the anniversary date corresponds to the date of hire of the employee.

31.02 Step placement within the salary scale

- a) The Employer determines the employee's step placement within the salary scale according to her/his education and pertinent experience.
- b) A step corresponds to one (1) year of pertinent experience. It indicates the level of remuneration within the salary scale of each class. Each employee benefits from a step increase on her/his anniversary date.
- c) An employee who has no more than the minimum required by the class is hired at the first step of the class.
- d) An employee who has more years of experience than the minimum required for the class will be awarded one (1) step for each year of additional experience as long as the experience is considered to be pertinent to the tasks related to the class.
- e) An employee who has successfully completed more years of education than the minimum required will be granted a step for each year of successful pertinent education which exceeds the minimum required.
- f) If, during a year, an employee benefits from a change in class, either by a promotion or a transfer or a demotion, then her/his anniversary date will correspond from then on to the date on which she/he obtained the promotion, the transfer or the demotion.
- g) One (1) additional step is granted to an employee when she/he obtains an academic diploma pertinent to the tasks related to the job. It is the employee's responsibility to provide the information related to her/his academic achievements. The advancement into the additional step is applied on the day of the employee's graduation.
- h) Job transfer

When an employee is transferred from one job to another, within the same class, the most advantageous of the following situations will apply:

- he shall be assigned to the step in the new class of employment which corresponds to the valid and directly related experience she/he has to perform the duties inherent to this new job;
- he shall retain his current step.

i) Promotion

When an employee is promoted to a job with a higher class, she/he receives, from the date of the promotion, the most advantageous of the following situations will apply:

- the employee is placed at the step which awards her/him a salary level immediately above that which she/he previously occupied.
- the employee is assigned to the step in the new class of employment which corresponds to the valid and directly related experience she/he has to perform the duties inherent to this new job;

j) Demotion

When an employee transfers to a job with a lower class, the most advantageous of the following situations will apply:

- the employee is placed at the step which awards her/him a salary level immediately below that which she/he previously occupied.
- the employee is assigned to a salary level in the new class of employment which corresponds to the valid and directly related experience she/he has to perform the duties inherent to this new job.

31.03 Annual evaluation

The employee's performance will be evaluated annually and the evaluation will be held within four (4) months of the anniversary date applicable. The employee's Department Director will prepare an evaluation report for each employee in the department and discuss it with the respective employee.

31.04 Salary payment

- a) The Employer shall pay the employees in one of the following manners:
- in a sealed envelope at the Administrative Center in Kuujjuaq every second Thursday;

- deposited by bank transfer into the employee's account in a financial institution of the employee's choice.
- b) If a pay day coincides with a statutory holiday, the salary payment will be made, if possible, on the preceding workday.

31.05 Information on pay stub

The following information must appear on the cheque stub or the bank statement:

- the employee's surname and name,
- the regular time paid,
- overtime paid, when applicable,
- gross and net salaries,
- contributions to the pension plan (RRSP) for both the Employer and the employee,
- all other sums paid (individually identified),
- All other sums deducted (individually identified),
- Accumulated days and banked hours (individually identified),
- the pay period.

31.06 Reimbursement

Before claiming monies paid in excess to an employee, the Employer must reach an agreement with her/him on the terms and conditions of reimbursement. If the parties fail to reach an agreement, the Employer shall set the applicable terms of reimbursement as if it was a seizure of salary under the Civil Code of Procedure of Quebec.

If the employee's employment is terminated for whatever reason, before any debt owed to the Employer is paid back to the Employer, the latter may refund himself from any money normally payable to the employee by reason of her/his termination, without prejudice for the Employer to claim from the individual any outstanding amount left after the application of the present article.

31.07 Error

If the Employer commits an error and forgets to pay an employee on the predetermined date or pays him less than she/he is entitled to, the Employer agrees, after receiving a request from the concerned employee, to take the necessary steps to rectify the situation immediately as long as the necessary documents have been provided by the employee.

31.08 Termination of employment

In the event of a permanent termination of employment, the Employer remits to the employee all sums due to him within fifteen (15) working days of her/his departure.

ARTICLE 32 NORTHERN BENEFITS ENTITLEMENT

32.01 General principle

An employee whose permanent place of residence is North of the 55th parallel is entitled to receive Northern benefits, subject to her/his status.

32.02 Minimum entitlement

An employee is entitled to receive at least the Northern benefits allocated to an employee without dependants.

32.03 Employee with dependants

An employee with dependants is entitled to the Northern benefits allocated to an employee without dependants, as well as to benefits for her/his spouse and eligible dependants, as described below.

32.04 Non duplication of Northern benefits

An employee may not receive Northern benefits as described in articles 33 and 34 for her/his spouse and/or dependants when her/his spouse and/or dependants receive similar benefits from their employer. Depending on the nature of the benefit, paragraphs a) or b) apply.

a) In the case of the Northern benefits provided for under article 34 Annual Leave Trip (ALT), when establishing the ALT maximum entitlement value for the employee and her/his dependants at the beginning of a calendar year, the Employer will take into account any such trip entitlement granted to the employee's spouse and/or dependant by her/his respective employer.

The employee's ALT maximum entitlement value is then reduced by the dollar value of any entitlement granted to the employee's spouse or dependants by her/his respective employer.

b) In the case of all other Northern benefits, should the employee's spouse or dependants receive the same or a similar Northern benefit from her/his

respective employer, the employee's benefit entitlement for said spouse or dependants is reduced accordingly.

32.05 **Dependant status**

- a) Twice (2) a year, in December and July, each employee will fill out the form provided for in Appendix F, providing all the necessary information related to her/his dependants or will inform the Human Resources Office, in writing, that his dependant status is unchanged.

The employee is also responsible for informing the Employer of any changes related to her/his dependants. The employee's spouse will provide an authorization for the Employer to consult information relative to her/his benefits with her/his dependants.

If the employee does not send a new form to the employer or does not inform the Human Resources Office, in writing, that her/his dependant status is unchanged, the employee's status will be modified to employee without dependants until the employee submits a new form. When the employee submits updated status form, her/his status will be changed retroactively.

- b) When an employee decides to displace one or all of her/his dependants south of the 55th parallel on a permanent basis and for a period of three (3) consecutive months or more, her/his Northern benefits entitlement will be reduced accordingly. This paragraph does not apply when the employee's dependant is enrolled in a vocational program that is not offered in Nunavik or is attending a recognised College or University.
- c) When an employee decides to displace one or all of her/his dependants south of the 55th parallel, on a temporary basis, for a maximum period of three (3) consecutive months and no more than once a year, or as a result of a maternity or of a sick leave, the employee is still considered as an employee with dependants.
- d) When an employee decides to move to her/his place of work without her/his family for an undetermined period, she/he will be entitled to the cost of living differential allowance, the food allowance, the annual leave trips and relocation allowance for an employee without dependants. His/her status will be changed upon arrival of her/his family.

ARTICLE 33 NORTHERN BENEFITS : ALLOWANCES

33.01 Cost of living differential allowance

The employee residing North of the 55th parallel or working South of the 55th parallel while retaining her/his residence North of the 55th parallel, will receive, on a pro rata basis of her/his expected service during the reference year from January 1st to December 31st, an annual cost of living differential allowance based on the sector where she/he resides that is determined as follows:

SECTOR	VILLAGES
1	Kuujuuaq and Kuujjuarapik
2	Inukjuak, Puvurnituq and Umiujaq
3	Akulivik, Ivujivik, Salluit, Kangiqsujaq, Quaqtac, Kangirsuk, Aupaluk, Tasiujaq, Kangiqsualujuaq

		As of January 1, 2007	As of January 1, 2008	As of January 1, 2009	As of January 1, 2010
Sector 1	without dependants	7 046\$	7 187\$	7 331\$	7 477\$
	with dependants	11 272\$	11 497\$	11 727\$	11 962\$
Sector 2	without dependants	8 316\$	8 482\$	8 652\$	8 825\$
	with dependants	14 658\$	14 951\$	15 250\$	15 555\$
Sector 3	without dependants	9 809\$	10 005\$	10 205\$	10 409\$
	with dependants	17 292\$	17 638\$	17 991\$	18 350\$

These annual amounts are converted into an hourly rate and are paid on the basis of every hour paid, except for hours paid as overtime.

The amounts of the cost of living allowance are increased by two percent (2%) each year as of the first of January as appears in the above table.

33.02 Relocation allowance

a) Entitlement

When an employee is recruited or reassigned to a position after a lay-off or a transfer, either at his request or at the request of the Employer, or when an employee is dismissed or has resigned after her/his probation period (or if the move occurs within one month following this date), and providing that the employee is relocated to a distance greater than fifty (50) kilometres from his point of origin the Employer will pay the following expenses:

- i) **the airfare** for the employee and his dependent(s) if any;
- ii) The **cost of the transportation or of delivery** of her/his personal belongings and those of her/his dependants:

For an employee relocated within Nunavik: from the employee's place of residence to the employee's new place of assignment and then to the employee's place of residence.

For an employee relocated from outside of Nunavik to Nunavik: from the airport of the employee's point of origin to the airport of her/his point of assignment and then to her/his place of residence in Nunavik.

For an employee relocated from Nunavik to outside Nunavik: from the employee's place of residence to the airport in Nunavik and then to the airport of the employee's point of origin.

The Employer will pay up to the following weights:

- 455 kilograms for the employee
- 227 kilograms for each of the employee's dependants

- iii) **The insurance coverage** for the transportation of the employee's personal belongings, up to a maximum value of fifteen thousand dollars (15 000, 00 \$). Additional insurance coverage will be charged to the employee, at the rate paid by the Employer.

Except for dangerous goods, there is no restriction on what the employee may transport within the above weight limit. Dangerous goods are the entire responsibility of the employee.

- iv) Upon presentation of the pertinent vouchers, an amount of one hundred dollars (100 \$) plus applicable taxes, for **excess baggage**, is

allocated to the employee in the case of her/his relocation to her/his place of work. This amount is not cashable.

b) Unused relocation allowance

- i) The employee who does not use all the relocation allowance that she/he was allocated by virtue of paragraph 33.02 a) is entitled to use the unused portion of said allowance for a period of up to six (6) months.
 - ii) The employee may also use any unused allowance to transport personal belongings through sea lift during the season following her/his relocation. In such a case, the Employer will pay the transportation costs, up to the value of the unused kilograms multiplied by the cargo rate applicable on the date of the employee's relocation.
- c) The employee who pays for the shipping of her/his personal belongings to her/his place of work will be reimbursed for these expenses, up to the amounts allotted by virtue of paragraph 33.02 a), upon presentation of the pertinent vouchers. This reimbursement is applicable provided that these expenses are not reimbursed by another organisation or plan.

33.03 Food allowance

- a) An employee residing North of the 55th parallel receives, on a pro rata basis of her/his expected service during the reference year starting January 1st to December 31st, a yearly food allowance, in dollars, based on the following weights:
 - Employee without dependants: 727 kilograms
 - Employee and her/his spouse or first dependant: 1091 kilograms
 - For each additional child other than the child considered as the first dependant: 200 kilograms per child
- b) The value of this allowance is established by applying each of the following amounts to fifty percent (50%) of the allocated weight: the average of all the postal rates for food mail and the average of all public airline cargo rates.
- c) This annual amount is converted into an hourly rate and is paid on the basis of every hour paid, except the hours paid in overtime.

33.04 **Transportation of mortal remains**

When an employee, her/his spouse or one of her/his dependents dies, the cost of returning the mortal remains to the employee's point of origin is paid by the Employer.

ARTICLE 34 NORTHERN BENEFITS : ANNUAL LEAVE TRIPS

34.01 **Maximum yearly entitlement value**

- a) The maximum round trip entitlement value per calendar year for an employee with several dependants is equivalent to eight (**8**)trips.
- b) The maximum round trip entitlement value per calendar year for an employee with one (1) dependant is equivalent to six (6) trips.
- c) The maximum round trip entitlement value per person per calendar year is equivalent to three (3) trips.
- d) Exceptionally, one (1) additional trip for justified reasons as described in clause 3.25 may be granted to the employee and any of her/his eligible dependants, at any time of year, within the limits of the employee's annual leave trip (ALT) maximum entitlement value and providing the additional trip receives the approval of the Department Director.
- e) An employee and each of her/his eligible dependants may take three (3) round trips, without exceeding the ALT maximum entitlement value of the employee.
- f) An employee is entitled to charge to her/his ALT maximum entitlement value, one (1) trip for one (1) of her/his children, spouse or dependant, living in a location other than the employee's place of work. The cost of said trip will be deducted from the employee's ALT maximum entitlement value.

34.02 **Acquisition of the ALT entitlement**

- a) The ALT entitlement earned by an employee is pro rated to the number of months that she/he has worked or to the number of months since the employee's dependant status has changed. In the case of a part time employee, the ALT entitlement is pro rated to the number of hours provided for in the employee's work schedule.

- b) A month is calculated as a full month when an employee is hired between the first and the fifteenth day of the month or when an employee stops working between the sixteenth and the last day of a month. When the employee's family situation changes in the course of a year and such a change occurs between the first and the fifteenth day of a month the modification will be applied for the entire month.
- c) An **ALT** entitlement is vested to an employee and his/her dependant(s) when it has been earned or when the entitlement will be earned within the following three (3) months and prior to the end of the year.

34.03 Restrictions

An employee may not:

- a) Transfer any unused portion of his/her **ALT** entitlement from one calendar year to another.
- b) Convert into cash any unused **ALT** entitlement or portion of an **ALT** entitlement.
- c) When, within a calendar year, an employee or any of her/his dependants has used her/his earned **ALT** entitlement, such that, before the end of that year, there remains at least the value of one half (0.5) of an **ALT**, exceptionally, the Employer will consider that the residual fraction of an **ALT** is equivalent to one (1) **ALT** entitlement. In such a case, the employee may benefit from that trip within that calendar year providing that the maximum annual value of the entitlement and the number of trips for said year are not exceeded.

34.04 Maximum ALT Value

- a) Subject to the rules defining the earning of the **ALT** entitlement, the employee's maximum value of the **ALT** entitlement is based on:
 - the cost of the ticket, at the Employer's contract airfare rate, when available;or
 - the regular airfare between the place of work and the point of origin of the employee.

This amount is calculated once a year on January 1 or:

- on the date of hiring of the employee, if the employee is hired after January 1;
- on the date when a change occurs in the family dependants after January 1;
- when the employee's status changes during the year.

The value of the ALT entitlement does not constitute a taxable benefit for a given year for the employee until the employee claims a reimbursable ALT expense.

- b) The maximum value of the ALT entitlement is adjusted at any time during the year when there is a change in the airfare of any of the applicable airlines. The maximum value of the ALT entitlement is modified as of the month in which said change took place. If the change occurs between the first and the fifteenth day of the month, the modification will be applied to the entire month.

34.05 ALT request

A request to use an ALT must be submitted on the appropriate Travel Request Form (TRF).

The TRF must be signed by the employee's immediate supervisor before the Employer purchases the airline ticket. A trip for justified reasons must be identified as such on the TRF before approval by the Department Director.

34.06 General rules of ALT use

- a) Unless otherwise specifically provided for, each time a ticket is purchased from an airline by the Employer as an ALT or is reimbursed to the employee by the Employer, said ticket will be considered as one (1) round trip. The cost of such a ticket will be deducted from the employee's maximum ALT entitlement value. For calculation purposes, a one (1) way ticket is calculated as one half (1/2) of one (1) trip.
- b) During a given year, an employee may refund a trip that has been deducted from her/his ALT entitlement in order to charge the employer another trip within the same year.

However, an employee is responsible for any amounts incurred over and above her/his accrued ALT entitlement value. In such a case, the employee must make arrangements to reimburse the amount owed to the Employer over a maximum period of twelve (12) months.

- c) A trip initiated on December 15 (departure) and ending on January of the next year (return) is deducted from the ALT entitlement of the year within which it was initiated.
- d) A trip purchased in a year and used in the following year will be deducted from the ALT entitlement of the year within which the trip is taken.
- e) When an employee follows a training course which requires that she/he travel south of the 55th parallel, the cost of said trip may be deducted from the employee's ALT entitlement value.
- f) An employee who takes a minimum of four **(4)** days of vacation while travelling on business for the Employer, must reimburse fifty percent (50%) of the value of the airfare cost for the business trip, up to a maximum of fifty percent (50%) of a round trip to her/his point of origin.

In such a case, the employee may:

- Reimburse the employer upon return from her/his trip;
 - Deduct fifty percent (50%) of the value of a trip, from her/his ALT entitlement, if such a trip is vested to the employee.
- g) An employee who works at least four **(4)** days while she/he is on vacation at the request of her/his supervisor, is compensated for fifty percent (50%) of the cost of the airfare of the trip.

The Employer will then credit the ALT entitlement of the employee for fifty percent (50%) of the value of an ALT, providing that adding such an amount does not exceed the employee's ALT maximum entitlement value.

34.07 Flight to a destination other than the point of origin

- a) An employee may use her/his ALT entitlement in order to travel from her/his place of work to a destination other than her/his point of origin, but never further than her/his point of origin providing that:
 - The employee's destination is within Nunavik or Iqaluit;
 - The employee uses a Nunavik owned air carrier.
- b) A flight from the employee's place of work used to bring the employee and his/her dependant(s) to a destination other than the employee's point of origin and the return flight to the employee's place of work will be considered as a one (1) way trip.

34.08 Travel by charter

- a) The Employer will issue a travel warrant for an amount equivalent to the value of one (1) ALT. If the charter trip cost exceeds the value of one (1) ALT, the employer will issue a travel warrant for an amount equivalent to the value of one (1) ALT for the employee and one (1) or more ALT for the employee's dependants travelling on the chartered plane, when said entitlement is accumulated.
- b) The Employee who wishes to travel by charter is responsible for the reservation of said charter with the airline and must submit a copy of the quotation from the airline and the list of passengers travelling with her/him with her/his Travel request form (TRF). Following the trip, the employee will submit a copy of the passenger manifest issued by the carrier.

34.09 ALT reimbursement

- a) The employer will reimburse the employee who has paid for a trip upon presentation of the following supporting documents:
 - An Expense Claim Form signed by the immediate supervisor or the Department Director, as is applicable.
 - The Travel reservation form signed by the immediate supervisor or the Department Director, as is applicable.
 - A copy of the ticket or a proof that the trip was paid for by the employee.
 - Pertinent documents proving that the trip was completed.

A request for reimbursement must be submitted on or before January 15th of the following year. The value of this trip is then deducted from the employee's ALT entitlement.

b) Reimbursement of a charter flight

- i. In the case of the reimbursement of a charter flight the following additional rules apply:
 - When the number of passengers is less than four (4) people the Employer will reimburse a maximum value of one (1) ALT, as long as said value has been accumulated by the employee ;
 - When the number of passengers is of four (4) people or more and the employee and her/his dependants account for fifty percent

(50%) or more of the number of passengers appearing on the passenger manifest of the charter flight, the Employer will reimburse the full price of the charter flight up to the maximum of the ALT entitlement that the employee has accumulated;

- When the number of passengers is four (4) people or more and the employee and her/his dependants account for less than fifty percent (50%) of the number of passengers appearing on the passenger manifest of the charter flight, the Employer will reimburse as per the following formula, up to the full ALT entitlement that the employee has accumulated:

$$\text{Reimbursement} = \text{TNP} - (\text{TNP} - \text{ED}) / \text{TNP} \times 2 \times \text{TCCF}$$

Where:

Total number of passengers = TNP

Employee and her/his dependants: ED

Total cost of the Charter flight = TCCF

- ii. If the cost of the charter exceeds the value of one (1) ALT, the employee has the option of paying the balance or using additional annual leave trips, when they are accumulated.
- c) The employer will not pay or reimburse any expenses other than the cost of the airfare.

34.10 **Unused airline ticket**

- a) Any unused airline ticket which has been deducted from the employee's ALT maximum entitlement must be submitted to the Travel Services. Travel services will return the ticket to the travel agency or to the airline and request a refund. Travel services will inform the Finance Department.
- b) Thirty (30) days following the date on which all of the necessary documentation was submitted to Travel services, the employee's ALT maximum entitlement will be credited for said trip. If there is a penalty fee, this fee will be deducted from the employee's ALT maximum entitlement.

34.11 **Gasoline allowance**

At any time during the year, an employee may decide to convert the value of one (1) ALT, either for her/himself or for one (1) of her/his dependents, into a gasoline allowance of equal dollar value. The employee must inform her/his immediate supervisor of such a request.

34.12 Reimbursement procedure

- a) To receive the reimbursement of a gasoline purchase, the employee must submit an expense claim to her/his immediate supervisor for approval. This expense claim must be accompanied by her/his gasoline receipts or any other pertinent document proving that gasoline has been paid for by the employee. The supervisor will submit the employee's expense claim to the Finance Department for payment.
- b) In order to be eligible for reimbursement with a gasoline allowance, the gasoline may be purchased at any time during the year. However, the reimbursements will be paid four (4) times a year.

The dates for payment of gasoline allowance reimbursements will be determined yearly by the Finance Department. These dates will be no more than four (4) months or no less than two (2) months apart.

The first reimbursement of the allowance each year will be made in time to allow any information concerning gasoline purchased since the last reimbursement in the previous year to be included on T4 and Relevé 1 statements for the previous year.

A request for reimbursement must be submitted on or before January 15th of the following year.

The last reimbursement of each year will be made no later than November 15. The Finance Department will set reasonable deadlines for receiving expense claims for a gasoline allowance reimbursement and will ensure that the reimbursement is paid within ten (10) working days.

- c) To be considered as an eligible expense:
 - The gasoline shall be purchased in a Northern village.
 - All supporting credit card, charge account or cash receipts must include the name of the employee or one of her/his dependants.
 - The total annual gasoline allowance payable shall be deducted from the employee's ALT entitlement. The gasoline allowance will be considered as taxable income and will not be eligible for any tax credit or deduction.

ARTICLE 35 TRAVEL EXPENSES

35.01 General provisions

- a) The reimbursement of travel expenses is intended to compensate the expenses incurred by an employee when she/he is obligated to travel in the execution of her/his duties. The Employer and the employees will strive for cost effectiveness when planning business travel. Employees will use reasonable diligence in order to verify the accuracy of any charge vouchers they sign. Personal expenses will not be authorized or reimbursed by the Employer.
- b) Such travel expenses will be paid in advance if so requested by the employee, at least ten (10) working days in advance. A maximum of fifty percent (50%) of the cost of meals for the days travelled will be paid as an advance. Final adjustments will be made accordingly when the employee submits a revised travel expenses form, or within fifteen (15) working days of the employee's return, at which time, any amounts owing will be deducted from the employee's pay cheque.

35.02 General principles

- a) Except for special situations where the employee does not have the choice to incur them, all work-related travel expenses must be previously identified and approved by the employee's immediate supervisor.
- b) To be reimbursed the employee must claim her/his travel expenses on the appropriate forms which must be signed by her/his immediate supervisor and accompanied by the pertinent vouchers. The claim is submitted within fourteen (14) days of the return to the office unless special circumstances justify a longer delay.
- c) An employee must obtain written authorization and notify the Finance Department in advance for all personal expenses charged to the Employer. All personal expenses must be reimbursed within thirty (30) days after they have been incurred. If they are not reimbursed within that delay, then the Employer may withhold on the employee's pay the amount corresponding, according to clause 31.06.
- d) Notwithstanding paragraph 35.02 c) and clause 31.06, the Employer may deduct the amount owed from any monetary bank accrued in favour of the employee, excluding regular salary. If the amount in such bank is insufficient, the Employer will proceed as provided for in clause 31.06 to recoup the amounts owed.

35.03 Description of allowances

a) Transportation:

The cost of transportation is considered as follows:

- i. Public carrier: as identified and authorized by the Employer.
- ii. Chartered aircraft: when specifically authorized by the Employer.
- iii. Rented vehicles (cars, snowmobiles, boats): where this is the most reasonable or economical means of travel. When renting vehicles, employees are to ensure that the rental charge includes an item for insurance coverage (same coverage that the KRG requires from regular lessors) for damages to the vehicle and that there is insurance against all liability.

iv. Privately owned vehicle (car, snowmobile, boat):

- 1) The use of a privately owned vehicle shall be authorized, with prior approval of the Department Director, when because of the additional time or costs involved, commercial transportation is more costly or less practical. For such use, the Employer shall not incur any liability.
- 2) An allowance of thirty-eight cents (0,38 \$) per kilometre for travel South of the 55th parallel and an allowance of forty-four cents (0,44 \$) per kilometre for travel North of the 55th parallel, outside of a Northern village.

An allowance of five dollars (5,00 \$) per week for one (1) designated employee for travel within a Northern village. This allowance is to be paid from petty cash.

v. Taxi:

- 1) Taxis are authorized for repeated trips between the same place where no convenient public transportation is available or when renting a car would be more costly.
- 2) Entitlements:

North of the 55th parallel: From point of departure to airport: normal commercial rate with receipt.

South of the 55th parallel: Normal commercial rate - Maximum of \$50.00 per day with receipts.

b) Accommodation - lodging

The cost of accommodation for lodging is considered as follows:

i. Commercial accommodation:

As per the corporate rate agreed to between the Employer and a commercial accommodation supplier. The use of such a commercial supplier will be prioritized unless, and with the prior approval of the Director General, it is not practical or otherwise more expensive than to use other commercial accommodation suppliers, with whom the Employer has not yet agreed to corporate rates. In this case the entitlements are :

Travel not exceeding seven (7) calendar days:

South of the 55th parallel: Maximum one hundred and forty dollars (\$140) per day including taxes.

North of the 55th parallel: The amount paid will be reimbursed upon presentation of the receipt.

Commercial accommodation expenses must be accompanied by receipts

Accommodation exceeding seven (7) calendar days:

Unless unavailable, appropriate arrangements will be made for suitable rental accommodation at weekly or monthly rates. This must be arranged prior to the start of the period of travel.

ii. Non-commercial accommodation:

When employees make private arrangements for overnight accommodation, they may claim a maximum of eighty (\$80.00) per night north of the 55th parallel and forty (\$40.00) south of 55th parallel, in any case, if travel status is for seven (7) days or less. If travel status is for more than seven (7) days, then the parties **will** try to arrange the accommodation so that cost effectiveness be attained. **In** this case, the employee is expected to look, and the Employer could arrange, for suitable rental accommodation at a weekly or a monthly rate that would be more economical. These arrangements must be made prior to the beginning of the period of travel or shortly after the employee's arrival. At no time will the allocation exceed the above mentioned daily rates.

c) Meals and Incidental expenses

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

- i. A per diem rate up to a maximum of eighty dollars (\$80.00) may be claimed for travel North of the 55th parallel, and sixty-five dollars (\$65.00) for travel South of the 55th parallel.

In the event an employee travels for a part day only, the following amounts may be claimed:

Meals *	North of the 55th parallel	South of the 55th parallel
Breakfast	\$14.00	\$ 12.00
Lunch	\$21.00	\$ 18.00
Dinner	\$ 30.00	\$ 25.00
Incidentals	\$ 15.00	\$ 10.00

If meals are provided as part of the cost of transportation or otherwise paid by the Employer, they cannot be claimed by the employee.

- ii. Where the return trip is made in one day, the amount claimable shall be on the basis of meals only.
- iii. However, when a trip North of the 55th parallel is scheduled two (2) weeks in advance and is of seven (7) day duration or more, the maximum per diem is of sixty-five dollars (\$65.00) per day or four hundred and fifty-five dollars (\$455.00) per week

*Note:

Breakfast entitlement is considered if the travel starts or the public carrier check-in time is before 7:30 a.m. or if the trip ends after 8:00 a.m.

Lunch entitlement is considered if the travel starts or the public carrier check-in time is before 11:30 a.m. or if the trip ends after 1:00 p.m.

Dinner entitlement is considered if the travel starts or the public carrier check-in time is before 4:30 p.m. or if the trip ends after 7:00 p.m.

35.04 **Vacation taken during business travel**

- a) An employee who is authorised to take four (4) days of vacation or more while travelling on business must pay all of her/his expenses for each of these days. Also, when at the Employer's request, an employee accepts to

work four (4) days or more during her/his annual vacation, the Employer will reimburse the employee all of her/his expenses for each day worked.

- b) In case of money owed to the Employer by virtue of paragraph 35.04 a), the Employer may deduct the amount owed from any monetary bank accrued in favour of the employee, excluding regular salary. If the amount in such bank is insufficient, the Employer will proceed as provided for in clause 31.06 to recoup the amounts owed.

35.05 Responsibility

An employee travelling for business who, because of her/his own negligence, does not perform her/his duties shall be personally responsible for all additional cost.

ARTICLE 36 PUBLIC LIABILITY

- 36.01 The Employer will take up the cudgels on behalf of any employee held legally responsible for an act carried out in the performance of her/his duties.

The Employer agrees to provide an indemnity to the employee found responsible for loss or damages caused by her/his actions, other than those involving serious fault or gross negligence, in the performance of her/his duties as employee, but only for the amount for which she/he is not otherwise insured as long as:

- a) the employee has promptly given the Employer a written account of the events surrounding the fault she/he is deemed to have committed;
- b) she/he has not admitted her/his responsibility for the incident; and
- c) she/he surrenders her/his rights to action against third parties to her/his Employer for the amount up to which she/he is covered for loss and damages and signs all the documents required by the Employer for this purpose.

- 36.02 The employee may retain the services of an attorney, at her/his own expense, and to have her/him assist the attorney chosen by the Employer.

- 36.03 When the Employer's public liability is admitted or established by a court of law, the Employer shall indemnify the employee for the total or partial loss, theft or destruction of her/his belongings which are normally used in the performance of her/his duties as employee and at the request of the Employer except in the

case of serious fault or gross negligence by the employee. If the employee has insurance policies which cover the total or partial loss, theft or destruction of her/his belongings, the Employer shall only pay the employee the excess of the actual loss incurred after the compensation is paid by the employee's insurer.

ARTICLE 37 APPENDICES AND LETTERS OF AGREEMENT

37.01 **All** appendices and all letters of agreement form an integral part of the collective agreement.

ARTICLE 38 DURATION OF COLLECTIVE AGREEMENT

38.01 This collective agreement will come into effect on January 1, 2007 and will remain in effect until December 31, 2010.

38.02 **Retroactivity**

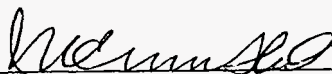
Only the clauses where it is specifically mentioned apply retroactively. All other causes are applicable as of the date of signature of the collective agreement..

38.03 Notwithstanding clause 38.01, this agreement remains in effect until the signing of a new collective agreement.


IN WITNESS WHEREOF, the parties have signed in Kuujjuaq on the 6th _____ day of the month of March 2008.

The Kativik regional Government (KRG)

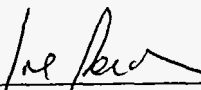
The Kativik regional Government employees' Union - CSN



**Maggie Emudluk, Chairperson
Kativik Regional Government**



Craig Lingard, President




Ina Gordon, Corporate Secretary



Alain Thurber, Treasurer

Eric Atagotaaluk, Vice-president



**Yuliusie Papigatuk, representative,
Transport section**

**Lucassie Ainalik, representative,
Transport section**



Athena Davis, FEESP-CSN

A) Salary scale increases :

- On January 1, 2007 all salary scales are increased by two percent (2%)
- On January 1, 2008 all salary scales are increased by two percent (2%)
- On January 1, 2009 all salary scales are increased by two percent (2%)
- On January 1, 2010 all salary scales are increased by two percent (2%)

Note 1 : Signing bonus:

A 300\$ lump-sum payment will be made to each employee working for the KRG – Transport section at the latest at the time of the signing of the collective agreement. This sum is directly paid to the employee's RRSP.

B) Employees whose rate is at the top of the scale or beyond the scale

- 1) The provisions of paragraph A , except for note 1, do not apply to an employee who, on December 31^s preceding this increase, benefits from a rate of pay that is beyond the scale for her/his class. However:
 - The employee is entitled to receive an increase in her/his rate of pay of two percent (2%).
 - The increase is applied entirely as a lump sum.
 - This lump sum is calculated on the employee's rate of pay before her/his anniversary date and is paid on the employee's anniversary date.
 - When the top of the scale reaches her/his rate of pay during the course of the collective agreement, the employee is integrated into the salary scale. However, if the employee's rate of pay is increased by less than two percent (2%), she/he is entitled to a lump sum increase equivalent to two percent, minus the rate of pay increase that she/he received as a result of her/his integration into the scale. This lump sum is calculated on the employee's rate of pay before her/his anniversary date and is paid on the employee's anniversary date.
- 2) The employee whose rate is at the top of the scale is entitled to receive an increase in her/his salary rate of one percent (1%). This is applied entirely as a lump sum for each of the employees concerned. This lump sum is

calculated on the employee's hourly rate of pay before her/his anniversary date and is paid on the employee's anniversary date.

C) SALARY SCALES

Note 2: Hourly salary:

The annual salary is divided by one thousand eight hundred and twenty (1820) hours to obtain an hourly salary.

CLASS/ STEP	1/01/06	1/01/07	1/01/08	1/01/09	1/01/10
1					
1	20 420 \$	20 829 \$	21 245 \$	21 670 \$	22 104 \$
2	22 277 \$	22 722 \$	23 177 \$	23 640 \$	24 113 \$
3	24 133 \$	24 616 \$	25 108 \$	25 610 \$	26 123 \$
4	25 990 \$	26 509 \$	27 040 \$	27 580 \$	28 132 \$
5	27 864 \$	28 422 \$	28 990 \$	29 570 \$	30 161 \$
2					
1	21 645 \$	22 078 \$	22 520 \$	22 970 \$	23 430 \$
2	24 077 \$	24 559 \$	25 050 \$	25 551 \$	26 062 \$
3	26 510 \$	27 040 \$	27 581 \$	28 132 \$	28 695 \$
4	28 923 \$	29 502 \$	30 092 \$	30 693 \$	31 307 \$
5	31 336 \$	31 963 \$	32 602 \$	33 254 \$	33 920 \$
3					
1	22 945 \$	23 404 \$	23 872 \$	24 349 \$	24 836 \$
2	24 932 \$	25 430 \$	25 939 \$	26 458 \$	26 987 \$
3	26 918 \$	27 456 \$	28 005 \$	28 565 \$	29 137 \$
4	28 904 \$	29 482 \$	30 071 \$	30 673 \$	31 286 \$
5	30 891 \$	31 509 \$	32 139 \$	32 781 \$	33 437 \$
6	32 877 \$	33 534 \$	34 205 \$	34 889 \$	35 587 \$
7	34 826 \$	35 522 \$	36 233 \$	36 957 \$	37 697 \$

CLASS/ STEP	1/01/06	1/01/07	1/01/08	1/01/09	1/01/10
4					
1	24 319 \$	24 805 \$	25 301 \$	25 807 \$	26 323 \$
2	26 639 \$	27 172 \$	27 716 \$	28 270 \$	28 835 \$
3	28 960 \$	29 539 \$	30 130 \$	30 732 \$	31 347 \$
4	31 280 \$	31 906 \$	32 544 \$	33 195 \$	33 859 \$
5	33 619 \$	34 292 \$	34 977 \$	35 677 \$	36 391 \$
6	35 958 \$	36 677 \$	37 411 \$	38 159 \$	38 922 \$
7	38 298 \$	39 064 \$	39 845 \$	40 642 \$	41 455 \$
5					
1	25 786 \$	26 301 \$	26 827 \$	27 364 \$	27 911 \$
2	28 459 \$	29 028 \$	29 609 \$	30 201 \$	30 805 \$
3	31 131 \$	31 754 \$	32 389 \$	33 037 \$	33 698 \$
4	33 805 \$	34 481 \$	35 171 \$	35 874 \$	36 591 \$
5	36 478 \$	37 208 \$	37 952 \$	38 711 \$	39 485 \$
6	39 133 \$	39 916 \$	40 714 \$	41 529 \$	42 359 \$
7	41 787 \$	42 623 \$	43 476 \$	44 345 \$	45 232 \$
6					
1	27 326 \$	27 872 \$	28 430 \$	28 998 \$	29 578 \$
2	29 313 \$	29 899 \$	30 497 \$	31 107 \$	31 729 \$
3	31 299 \$	31 925 \$	32 563 \$	33 214 \$	33 879 \$
4	33 286 \$	33 951 \$	34 630 \$	35 323 \$	36 029 \$
5	35 272 \$	35 977 \$	36 697 \$	37 431 \$	38 179 \$
6	37 258 \$	38 003 \$	38 763 \$	39 538 \$	40 329 \$
7	39 245 \$	40 029 \$	40 830 \$	41 647 \$	42 480 \$
8	41 230 \$	42 055 \$	42 896 \$	43 754 \$	44 629 \$
9	43 217 \$	44 082 \$	44 963 \$	45 863 \$	46 780 \$
10	45 259 \$	46 165 \$	47 088 \$	48 030 \$	48 990 \$

CLASS/ STEP	1/01/06	1/01/07	1/01/08	1/01/09	1/01/10
7					
1	28 960 \$	29 539 \$	30 130 \$	30 732 \$	31 347 \$
2	31 151 \$	31 774 \$	32 409 \$	33 057 \$	33 719 \$
3	33 341 \$	34 008 \$	34 688 \$	35 381 \$	36 089 \$
4	35 532 \$	36 242 \$	36 967 \$	37 707 \$	38 461 \$
5	37 722 \$	38 476 \$	39 246 \$	40 031 \$	40 831 \$
6	39 913 \$	40 711 \$	41 525 \$	42 356 \$	43 203 \$
7	42 122 \$	42 964 \$	43 824 \$	44 700 \$	45 594 \$
8	44 331 \$	45 218 \$	46 122 \$	47 045 \$	47 986 \$
9	46 540 \$	47 470 \$	48 420 \$	49 388 \$	50 376 \$
10	48 749 \$	49 724 \$	50 718 \$	51 733 \$	52 767 \$
8					
1	30 705 \$	31 319 \$	31 946 \$	32 584 \$	33 236 \$
2	33 081 \$	33 742 \$	34 417 \$	35 105 \$	35 808 \$
3	35 457 \$	36 166 \$	36 890 \$	37 628 \$	38 380 \$
4	37 852 \$	38 609 \$	39 381 \$	40 169 \$	40 972 \$
5	40 247 \$	41 052 \$	41 873 \$	42 711 \$	43 565 \$
6	42 641 \$	43 494 \$	44 364 \$	45 251 \$	46 156 \$
7	45 036 \$	45 937 \$	46 856 \$	47 793 \$	48 748 \$
8	47 431 \$	48 380 \$	49 347 \$	50 334 \$	51 341 \$
9	49 826 \$	50 822 \$	51 839 \$	52 876 \$	53 933 \$
10	52 221 \$	53 265 \$	54 331 \$	55 417 \$	56 526 \$
9					
1	32 543 \$	33 194 \$	33 858 \$	34 535 \$	35 226 \$
2	35 104 \$	35 806 \$	36 523 \$	37 253 \$	37 998 \$
3	37 667 \$	38 420 \$	39 188 \$	39 972 \$	40 771 \$
4	40 228 \$	41 032 \$	41 853 \$	42 690 \$	43 544 \$
5	42 808 \$	43 665 \$	44 538 \$	45 429 \$	46 337 \$
6	45 389 \$	46 297 \$	47 223 \$	48 167 \$	49 130 \$
7	47 970 \$	48 929 \$	49 908 \$	50 906 \$	51 924 \$
8	50 550 \$	51 561 \$	52 592 \$	53 644 \$	54 717 \$
9	53 130 \$	54 192 \$	55 276 \$	56 382 \$	57 509 \$
10	55 710 \$	56 825 \$	57 961 \$	59 120 \$	60 303 \$

CLASS/ STEP	1/01/06	1/01/07	1/01/08	1/01/09	1/01/10
10					
1	34 492 \$	35 182 \$	35 886 \$	36 604 \$	37 336 \$
2	37 221 \$	37 965 \$	38 725 \$	39 499 \$	40 289 \$
3	39 949 \$	40 748 \$	41 563 \$	42 395 \$	43 242 \$
4	42 697 \$	43 551 \$	44 422 \$	45 311 \$	46 217 \$
5	45 445 \$	46 354 \$	47 281 \$	48 227 \$	49 191 \$
6	48 192 \$	49 156 \$	50 139 \$	51 142 \$	52 165 \$
7	50 940 \$	51 959 \$	52 998 \$	54 058 \$	55 139 \$
8	53 687 \$	54 760 \$	55 856 \$	56 973 \$	58 112 \$
9	56 435 \$	57 563 \$	58 715 \$	59 889 \$	61 087 \$
10	59 182 \$	60 366 \$	61 573 \$	62 805 \$	64 061 \$

APPENDIX B CLASSES AND CORRESPONDING LIST OF POSITIONS

CLASSIFICATION	JOB TITLES
Class 1	<ul style="list-style-type: none"> • Janitor
Class 2	<ul style="list-style-type: none"> • No position at date of signature
Class 3	<ul style="list-style-type: none"> • No position at date of signature
Class 4	<ul style="list-style-type: none"> • No position at date of signature
Class 5	<ul style="list-style-type: none"> • No position at date of signature
Class 6	<ul style="list-style-type: none"> • Observer /communicator • Airport Maintainer
Class 7	<ul style="list-style-type: none"> • Administrative Assistant • Electrician • Mechanic • Airport Maintainer - Team Leader
Class 8	<ul style="list-style-type: none"> • Mechanic - Team Leader • Electrician (Class C)
Class 9	<ul style="list-style-type: none"> • No position at date of signature
Class 10	<ul style="list-style-type: none"> • No position at date of signature

APPENDIX C LETTER OF CERTIFICATION

13-04-33 14:11

P 04 R-216 Trav434



Canada Industrial Relations Board • Conseil canadien des relations industrielles

Order No.: 8467-U

IN THE MATTER OF THE

Canada Labour Code

- and -

Kativik Regional Government Employees' Union - CSN,

certified bargaining agent.
(applicant),

- and -

Kativik Regional Government.
Kuujuaq, Quebec.

employer.

WHEREAS the Canada Industrial Relations Board has received an application for certification from the applicant union as bargaining agent for a unit of employees of Kativik Regional Government, pursuant to Section 24 of the Canada Labour Code (Part I - Industrial Relations);

AND WHEREAS, following investigation of the application and consideration of the submissions of the parties concerned, the Board has found the applicant to be a trade union within the meaning of the Code and has determined the unit described hereunder to be appropriate for collective bargaining and is satisfied that a *majority of the* employees of the employer in the unit wish to have the applicant trade union represent them as their bargaining agent.

NOW, THEREFORE, it is ordered by the Canada Industrial Relations Board that Kativik Regional Government Employees' Union - CSN be, and it is hereby certified to be, the bargaining agent for a unit comprising:

Canada

-2-

Order No.: 8467-U

"all employees assigned to the operations of all Airports under the responsibility of Kativik Regional Government, excluding the Airport Operation Coordinator, the Assistant Director Trainee and the Transport Director".

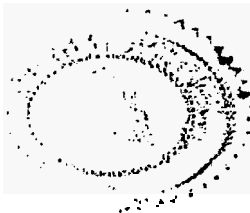
Board.

ISSUED at Ottawa, this 10th day of April 2003, By the Canada Industrial Relations



J. Paul Lordon, Q.C.
Chairperson

Reference: File No. 23395-C



ARTICLE 1 - DURATION OF THE CONTRACT

This contract will come into force on _____ and will expire on _____

ARTICLE 2 - DURATION OF THE DEFERRED SALARY LEAVE

The duration of the leave shall be of () continuous months, beginning on _____ and ending on _____

ARTICLE 3 – SALARY AND ANNUAL LEAVE TRIP ENTITLEMENT

The value of the Cost of living differential and the Food allowance to which the employee is entitled is included in her/his salary. During each of the years referred to in article 1 of this contract, the employee will receive ____% of the salary she/he would have normally received had she/he not participated in the deferred salary leave plan.

During each year of this contract, the employee will receive ____% of the ALT entitlement she/he would have been entitled had she/he not signed this contract.

ARTICLE 4 – BENEFITS ENTITLEMENT

- A) During each of the years of the application of the present contract, except during the period of her/his leave, the employee will continue to benefit from the days of sick leave which will be paid at the percentage of salary defined in article 3 of the present contract;
- B) During the deferred salary leave, the employee will not be entitled to any of the advantages provided for in the collective agreement, except for those provided for in paragraph 23.04 j) of the collective agreement. The employee must notify the Human Resources Office of any disability period that occurs during her/his leave.
- C) For each year of participation in the Plan during which the employee is at work, her/his vacation will be remunerated at the percentage of salary provided for in Article 3.

The employee will not accumulate vacation days while she/he is on deferred salary leave. However, the employee may defer a maximum of ten (10) vacation days until she/he returns to work following her/his deferred leave.

ARTICLE 5 - RETIREMENT, WITHDRAWAL, DISMISSAL OR RESIGNATION OF THE EMPLOYEE

The present contract will expire on the date of the retirement, the dismissal, the resignation or the voluntary withdrawal of the employee from the plan. In such a case the Employer will reimburse the employee an amount equal to the difference between: the salary to which she/he would have been entitled to had she/he not participated in the plan and the salary actually paid for the period of the application of the present contract. This amount is paid without interest.

ARTICLE 6 - LEAVE WITHOUT PAY

For the duration of her/his participation in the deferred salary leave plan, the employee will not be entitled to any type of leave without pay, except for traditional leaves provided under clause 26.03 of the collective agreement. However, the employee is not entitled to leave for traditional activity during her/his deferred salary leave.

ARTICLE 7- DEATH OF THE EMPLOYEE

The present contract will expire on the date of the death of the employee. In such a case the Employer will reimburse the employee's estate an amount equal to the difference between: the salary to which she/he would have been entitled to had she/he not participated in the plan and the salary actually paid for the period of the application of the present contract. This amount is paid without interest.

ARTICLE 8 - DISABILITY

Should the employee develop a disability during her/his participation in the deferred salary leave plan, the following conditions apply:

When the employee's disability occurs while the employee is on leave, she/he must notify the Human Resources Office of her/his disability. The employee's leave will not be interrupted and the employee will continue to be entitled to her/his deferred salary, as provided for in the present contract. Should the employee continue to be disabled at the date that her/his leave is scheduled to end, the employee will be entitled to the benefit provided for under the group insurance policy, as long as she/he is eligible.

When the employee's disability occurs while the employee is participating in the deferred salary leave plan, but before the employee takes her/his leave, the employee concerned must choose, either:

- a) To continue to participate in the deferred salary leave plan until such time as she/he is no longer disabled. The employee will then receive her/his insurance benefit, in accordance with the Insurance Plan, based on the salary as provided for in article 3 of the present contract.

In the event that the employee's disability still exists at the beginning of the last year of the application of the present contract, said contract may be interrupted until the end of the employee's disability. During this interruption, as long as the Group Insurance Plan so allows, the employee will be entitled to a weekly insurance benefit based on her/his regular salary.

However, the deferred salary leave may not exceed a maximum of one (1) year after the date upon which the contract was originally scheduled to end.

- b) To terminate her/his contract. The conditions provided for under article 5 will then apply. The weekly insurance benefit payable to the employee will then be based on her/his regular salary.

Should the employee's disability lasts for more than two (2) years, at the end of the two (2) year period, the present contract will expire and the conditions provided for in article 5 shall then apply.

ARTICLE 9 - WORK ACCIDENT OR INDUSTRIAL DISEASE.

An employee may receive an indemnity under the Workmen's Compensation Act resulting from a recognized work accident or industrial disease for a maximum period of thirty-six (36) months and continue her/his participation in the deferred salary leave plan. Following this period the present contract will expire and the conditions provided for in article 5 will apply. However, in all cases, the present contract may not be extended for more than one (1) year after the date upon which the contract was originally scheduled to end.

ARTICLE 10 – MATERNITY, ADOPTION AND PARENTAL LEAVES

Should the employee benefit from a maternity, an adoption or a parental leave, during her/his participation in the deferred salary leave plan, the following conditions apply:

When the maternity, adoption or parental leave takes place during the deferred salary leave, the employee's participation in the deferred salary leave plan will not be interrupted by the maternity, adoption or parental leave.

When the maternity, adoption or parental leave takes place before the employee's deferred salary leave, the employee's participation in the deferred salary leave plan will be interrupted for the duration of the maternity, adoption or parental leave. During this interruption, the provisions of the collective agreement concerning maternity, adoption or parental leaves will apply.

However, the present contract and the subsequent deferred salary leave can not be extended beyond a maximum of four (4) years following the date on which the employee began deferring her/his salary.

When the maternity, adoption or parental leave begins before the deferred salary leave and has not ended before the scheduled date of the beginning of the leave the employee must chose, either:

- a) To defer her/his deferred salary leave. However, in all cases, the present contract may not be extended for more than one (1) year after the date upon which the contract was originally scheduled to end.
- b) To terminate her/his participation in the deferred salary leave plan. In this case, the provisions of article 5 apply.

ARTICLE 11 - BREACH OF CONTRACT AND APPLICABILITY

When the employee voluntarily terminates her/his employment, after having taken her/his deferred salary leave and without having honoured her/his obligation to return to work for a period of time equivalent to that of her/his deferred salary leave, the employee will be reimburse the costs incurred by the Employer to replace said employee.

ARTICLE 12 - APPLICABLE PROVISIONS

The provisions of clause 23.04, pertaining to the Deferred Salary Leave Plan of the collective agreement between the Kativik Regional Government and the Kativik Regional Government Employees' Union (CSN) are considered as being an integral part of the present contract.

In witness thereof the parties have signed in _____ on this ____ day of _____ 20____.

EMPLOYEE

FOR THE EMPLOYER

c. c. Employee file, Union, Immediate supervisor

APPENDIX E INDIVIDUAL SAFETY EQUIPMENT AND ANNUAL ENTITLEMENT

Job Title	Maximum yearly Entitlement
▪ All job titles except Janitor and Administrative Assistant	650,00 \$

Listing of clothing or equipment:

- One parka
- One pair of pants
- One pair of gloves*
- One winter overall
- One summer overall
- One pair of boots
- Safety glasses*
- Protective ear gear*

*Note: Safety glasses, protective ear gear and gloves are supplied whenever necessary, without cost to the employee, and are replaced upon return of the worn or broken articles.

1. Payment of the indemnity
 - a) The payment of the entitlement is made yearly, during the month of January to the employees in the job titles identified above.
 - b) An employee hired after the beginning of the month of January or an employee who is absent from work for more than one (1) month is paid the entitlement on a pro rated basis, based on the number of months left in the calendar year. This amount is paid to the employee within one (1) month of her/his start date or of her/his return to work.
2. The employee is reimbursed for the amount of the expenses she/he has incurred for the purchase of the individual safety equipment or clothing described above, upon presentation of the relevant receipts and up to the maximum amount provided for above.

APPENDIX F FORMS

All forms are included in this section for reference purposes only and may be subject to modification by the Employer, subject to the provisions of clause 4.03.

DEPENDANT STATUS FORM

An employee entitled to Northern Benefits must fill out this form upon hiring or in order to modify information in the employee's file that will affect the employee's Northern Benefits entitlement. For example, in the case of the addition or the removal of a dependant, a modification to a spouse's benefits, etc.

Please list all dependants for whom you are entitled to claim Northern Benefits, as provided for in a **KRG** Collective Agreement or in the Working Conditions for Management employees, as is applicable. You must include all pertinent documents in the case of an adoption or of a legal guardianship.

Name	Relationship with the employee	Date of birth	Student Full or part-time	Student North or South of the 55 th Parallel

If your spouse is employed, please have her/his Employer complete the following section. The **KRG** will adjust your benefits entitlement taking into account those benefits provided by your spouse's Employer.

EMPLOYEE

Name: _____

D.O.B.: _____

Dept.: _____

Date: _____

Place of work: _____

Cost of Living Differential:

With Dependant Without Dependant

\$ _____ \$ _____

Food Allowance:

With Dependant Without Dependant

_____ kg _____ kg

Annual Leave Trips:

_____ Per year per dependant or

_____ Number of trips

Special Conditions applicable:

Employee's signature

Date

SPOUSE

Name : _____

D.O.B.: _____

Employer name: _____

Name and telephone number of Authorized representative:

Date: _____

Place of Work: _____

Cost of Living Differential:

With Dependant Without Dependant

\$ _____ \$ _____

Food Allowance:

With Dependant Without Dependant

_____ kg _____ kg

Annual Leave Trips:

_____ per year per dependant or

_____ Number of trips

Special Conditions applicable:

Signature of authorized Employer
representative

Date

REQUEST FOR THE RE-EVALUATION OF A POSITION

This form must be completed when requesting the re-evaluation of a position. The **Request for the Re-evaluation of a Position** form must be signed by the Employee, her/his immediate supervisor and the Department Director. The form must be remitted to The Human Resources Office, with a copy to the Union and, in order to accelerate the processing of the request, must be accompanied by the original job description as well as any other relevant information.

EMPLOYEE
Date of request: _____
Name: _____
Department: _____
Job title: _____
Job Class: _____
Describe why you are requesting that your position be re-evaluated: (Addition or removal of tasks, department reorganisation, etc.)

Signature: _____

SUPERVISOR

I agree with this request

I disagree with this request

Additional comments:

Signature: _____

Date: _____

DEPARTMENT DIRECTOR

I agree with this request

I disagree with this request

Additional comments:

Signature: _____

Date: _____

REQUEST FOR LEAVE FOR UNION ACTIVITIES FORM

This form must be completed when requesting leave for Union activities. The completed form or a an email containing the same information must be submitted to the employee's immediate supervisor, with a copy to the Human Resources Office at least five (5) days before the requested date of the leave.

A COPY OF THE ABOVE REQUEST MUST BE SUBMITTED WITH THE EMPLOYEE'S TIME SHEET FOR CLAUSE 21.03 TO APPLY FOR THAT PERIOD, SHOULD THIS BE THE CASE.

Date:	_____
Name:	_____
Department:	_____
Union position held:	_____
Date or dates of requested leave:	_____

Employee signature: _____

Supervisor's signature: _____

Date: _____

**LETTER OF AGREEMENT # 1 BANK OF HOURS – LEAVE FOR UNION
ACTIVITIES**

The parties agree that the total number of hours provided for in paragraph b) of clause 8.03 are to be used in the case of Union leaves for both the Kativik Regional Government Employees' Union – CSN and the Kativik Regional Government Employees' Union – CSN (Transport section).

Notwithstanding the provisions of article 30, the parties agree to the following:

As May 1st 2008, the parties will meet and share all information on feasibility, costing and options concerning the implementation of a Defined Contribution or a Defined Benefits pension plan. Said plan will be monitored by a legally constituted retirement committee.

The Employer will submit a proposal to the Union by September 1, 2008. The Union will submit the proposal to a vote to its members. Should the proposal be refused, the status quo of article 30 will apply.

Throughout the process of decision and implementation of either a Defined Contribution or a Defined Benefits pension plan, paragraph 30.01 b) does not apply.

If the Union accepts the implementation of a new pension plan (either a Defined Contribution or a Defined Benefits pension plan), the contributions will be the following as of January 2010 :

Year	Employer's contribution (percentage of the total weekly paid salary, including cost of living differential allowance (CLD))	Employee's contribution (percentage of the total weekly paid salary)
01/01/10	6% with CLD	4 %

LETTER OF AGREEMENT # 3**SALARY SCALE APPLICABLE TO CLASSES 8, 9 AND 10**

The parties agree to the following;

As per the terms of article 67 of the Pay equity Act, after having had important difficulties in staffing and having noted a very small number of qualified candidates for these positions, the parties agree that there exists a shortage of manpower for the positions contained in classes 8, 9, and 10.

Notwithstanding the salary scale appearing in Appendix A, in order to alleviate this shortage, the following salary scale is applicable to employees who are the incumbents of positions in classes 8, 9 and 10, for the period from January 1st, 2008 to December 31, 2010.

The parties agree that this salary scale is in accordance with the Pay equity Act and does not modify the application of the pay equity program currently in place. All of the differences between this salary scale and the scale appearing in Appendix A are paid only to alleviate the shortage of manpower in these job categories. These differences are not to be considered in the estimation of salary gaps within a Pay equity process.

CLASS/ STEP	1/01/08	1/01/09	1/01/10
8			
	34 417 \$	35 105 \$	35 808 \$
	37 080 \$	37 821 \$	38 578 \$
	39 744 \$	40 539 \$	41 349 \$
4	42 428 \$	43 277 \$	44 142 \$
5	45 113 \$	46 015 \$	46 935 \$
6	47 796 \$	48 752 \$	49 727 \$
7	50 481 \$	51 490 \$	52 520 \$
8	53 165 \$	54 228 \$	55 313 \$
9	55 850 \$	56 967 \$	58 106 \$
10	58 534 \$	59 705 \$	60 899 \$

CLASS/ STEP	1/01/08	1/01/09	1/01/10
9			
1	36 523 \$	40 185 \$	40 989 \$
2	39 397 \$	43 348 \$	44 214 \$
3	42 273 \$	46 511 \$	47 442 \$
4	45 147 \$	49 674 \$	50 668 \$
5	48 043 \$	52 861 \$	53 918 \$
6	50 939 \$	56 047 \$	57 168 \$
7	53 835 \$	59 234 \$	60 418 \$
8	56 732 \$	62 420 \$	63 669 \$
9	59 627 \$	65 606 \$	66 918 \$
10	62 523 \$	68 792 \$	70 168 \$

CLASS/ STEP	1/01/08	1/01/09	1/01/10
10			
1	38 725 \$	42 624 \$	43 476 \$
2	41 788 \$	45 995 \$	46 915 \$
3	44 851 \$	49 367 \$	50 354 \$
4	47 936 \$	52 763 \$	53 818 \$
5	51 021 \$	56 158 \$	57 282 \$
6	54 105 \$	59 553 \$	60 744 \$
7	57 190 \$	62 948 \$	64 207 \$
8	60 274 \$	66 343 \$	67 670 \$
9	63 359 \$	69 739 \$	71 133 \$

The parties agree to the following:

1. In Puvirnitug, a position of Airport maintainer-Observer/Communicator has been created.
2. When the incumbent of this position works as an Airport Maintainer, she/he is governed by all provisions of the collective agreement which apply to the Airport maintainers.
3. When the incumbent of this position works as an Observer/Communicator she/he is governed by all of the provisions of the collective agreement applicable to Observer/Communicators.
4. When an employee is asked by the Employer to remain available for work outside of her/his normal working hours, the employee is paid ninety-eight hundredths of one (0,98) hour at her/his regular rate for every ten (10) hours of standby duty or on a pro-rata basis for any time of standby duty less than ten (10) hours.

LETTER OF AGREEMENT # 5 RECLASSIFICATION

The parties agree to the following:

As of January 1, 2007, the position of Observer/Communicator is reclassified in the Class 6.

All employees who are incumbents of this position will be repositioned in class 6 on the step immediately above their salary at that date.

This placement is *to be* confirmed by the Job Evaluation Committee.

The parties agree to the following:

Previous seniority from Transport Quebec and Transport Canada is recognized provided the employee was employed at one (1) or more of the fourteen (14) airports when their administration was taken over by KRG and whose service at the airport(s) had been continuous to that day.

Such seniority includes any time when the employee was employed by one of the Corporation of the Northern Villages (CNV) for the purpose of airport maintenance and operations.

Additionally, any employee who was employed by a CNV and who was hired directly from the CNV to continue her/his duties will see this period of service included in her/his seniority.

