

# Collective Agreement

between

## Public Service Alliance of Canada

(As Represented by its Component the Nunavut Employees Union)

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and

## Hamlet of Taloyoak

Effective From: April 1, 2010  
To: September 30, 2013

Nunavut Employees Union  
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## **Article 1**

### **Purpose of Agreement**

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

## **Article 2**

### **Interpretation and Definitions**

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" means where the Employer has declared an employee to have abandoned their position with the Employer if he/she has not contacted the Employer and he/she is absent without leave for a period of at least five (5) scheduled working days.
  - (b) "Agreement" means this Collective Agreement;
  - (c) "Allowance" means compensation payable to an employee in addition to his/her regular remuneration payable for the performance of the duties of his/her position;
  - (d) "Bargaining Unit" means all employees employed by the Hamlet of Taloyoak, excluding the senior administrative officer, the assistant senior administrative officer and the finance controller;
  - (e) "Casual Employee" means an employee employed for work of a temporary nature not exceeding ninety (90) days;
  - (f) "Continuous Employment" means uninterrupted employment with the Employer; and
    - (i) with reference to re-appointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;

- (ii) where an employee other than a casual ceases to be employed for a reason other than discharge for just cause, abandonment of position or rejection on probation, and is re-employed within a period of *six* **(6)** months, his periods of employment shall be considered as continuous employment;
- (g) "Day of Rest" in relation to an employee means a day other than a General Holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of him/her being on leave;
- (h) "Demotion" means the appointment of **an** employee for reasons of misconduct, incompetence, or incapacity, to another position for which the rate of pay is less than that of his/her former position;
- (i) "Employee" means a member of the Bargaining Unit;
- (j) "Employer" means Hamlet of Taloyoak;
- (k) "Fiscal Year." means the period of time from April 1<sup>st</sup> in one year to March 31<sup>st</sup> in the following year;
- (l) "Full-time Employee" means an employee whose normally scheduled hours of work each week on a continuing basis is the standard work week;
- (m) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to the Employer, or the Employer submits to the Union through the President of the Union to be processed through the grievance procedure;
- (n) "General Holiday" means the twenty-four **(24)** hour period commencing at **12:01** a.m. of a day designated as a General Holiday in this Agreement;
- (o) "Hamlet Council" means the Hamlet Council of Taloyoak;
- (p) "Leave" means absence from duty with the Employer's permission;
- (q) "Membership Fees" means the fees established pursuant to the By-Laws of the Union **as** the fees payable by the members of the Bargaining Unit;
- (r) "Overtime" means work performed by an employee in excess of or outside of his/her regularly scheduled hours of work or work performed on a day of rest;
- (s) "Part-time Employee" means an employee whose normally scheduled hours of work each week on a continuing basis is less than the standard work week for full-time employees;

- (t) "Probation" means the period of six (6) months from the day upon which an employee is first hired or the period of six (6) months after an employee is transferred or promoted. If an employee does not successfully complete his/her probationary period on transfer or promotion then the employee shall be reinstated to his/her former position.
- (u) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his/her former position;
- (v) "PSAC" means the Public Service Alliance of Canada;
- (w) "Representative" means a person who is authorized to represent the Union;
- (x) "Term Employee" means an employee hired for a fixed period no longer than one (1) year;
- (y) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
- (z) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Sunday and terminates at midnight on the following Saturday;
- (aa) "Union" means the Public Service Alliance of Canada, as represented by its component the Nunavut Employees Union.

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

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

Number and Gender

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

May, Shall and Will

2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

### **Article 3**

#### **Recognition**

- 3.01 The Employer recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all employees in the Bargaining Unit.

### **Article 4**

#### **Application**

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

### **Article 5**

#### **Security of Agreement**

##### Future Legislation

- 5.01 In the event that any law passed by Parliament or the Legislative Assembly of Nunavut renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement **shall** be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision. In the event the parties cannot agree, the matter may be referred to arbitration.

##### Conflict of Provisions

- 5.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other document dealing with the terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

### **Article 6**

#### **Strikes and Lockouts**

- 6.01 There shall be no lockout by the Employer and no strike by the employees during the life of this Agreement.
- 6.02 No employee shall be required to cross any legal picket line or to do any struck work. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross a legal picket line or a refusal to do any struck work.

- 6.03 No employee shall be disciplined by the Employer for exercising his/her rights contained in this Article.

## **Article 7** **Management Rights**

- 7.01 Except to the extent provided herein, this Agreement in no way restricts the Employer in the management and direction of its operations and employees. The Employer shall exercise its rights in a manner which is fair, reasonable, in good faith, without discrimination and consistent with the terms of this Agreement.

## **Article 8** **Human Rights**

### Freedom from Discrimination

- 8.01 The Employer, the Union, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, ethnic origin, citizenship, place of origin, creed, religion, age, disability, sex, sexual orientation, marital status, family status, pregnancy, lawful source of income, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.

### Freedom from Sexual Harassment

- 8.02 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;
  - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 8.03 Every employee is entitled to employment free of sexual harassment.
- 8.04 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 8.05 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.



- 8.06 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where necessary for the purposes of investigating the complaint, taking remedial measures in relation thereto, or as required by law.
- 8.07 The Employer shall issue a policy statement concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning sexual harassment.

#### Freedom from Workplace Violence

- 8.08 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 8.09 Every employee is entitled to employment free of workplace violence.
- 8.10 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 8.11 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 8.12 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 8.13 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where necessary for the purposes of investigating the complaint, taking remedial measures in relation thereto, or as required by law.
- 8.14 The Employer shall issue a policy statement concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

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

- 9.01 The Employer shall, no later than the time of issuance, provide the Union with a copy of all personnel directives which are intended to clarify the interpretation or application of the Agreement. In the event that the Union disputes the content of the directive and the dispute cannot be settled, the matter may be referred to arbitration.

**Article 10**  
**Check Off**

- 10.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 10.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee in the Bargaining Unit.
- 10.03 For the purpose of applying Article 10.01, deductions from pay for each employee will occur on a biweekly basis.
- 10.04 No employee organization, other than the Union, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 10.05 The amounts deducted in accordance with Article 10.01 shall be remitted to the Comptroller of the PSAC by cheque, within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.
- 10.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 10.07 The Employer agrees to identify annually on each employee's T4 slip, the total amount of Membership Fees deducted for the applicable year.

**Article 11**  
**Union Representation**

Union Access to Employer Premises

- 11.01 The Employer shall grant Representatives of the Union reasonable access to its work premises in order to carry out union business.

#### Appointment of Representatives

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

#### Time Off for Union Activities

- 11.03 The Employer shall grant leave with pay to employees participating as a party, a witness, or a Representative of the Union in respect to:

- (a) any proceeding before the Canada Industrial Relations Board;
- (b) investigation of grievances, except for an employee who is on suspension without pay;
- (c) any proceeding under Article 34 – Grievance Procedure and Arbitration, except for an employee who is on suspension without pay;
- (d) meetings with the Employer on behalf of the Union.

- 11.04 The Employer shall grant leave without pay to two (2) employees with respect to:

- (a) conventions, conferences, and executive council meetings of the Union and/or the PSAC;
- (b) union training;
- (c) union activity outside of this Bargaining Unit.

Subject to operational requirements, the Employer may grant leave without pay to additional employees for the purposes of this clause.

An employee on leave under this clause shall continue to be paid by the Employer and the Employer shall be reimbursed by the Union for such employment costs.

#### Contract Negotiations

- 11.05 The Employer will grant leave with pay for two (2) employees to attend contract negotiations on behalf of the Union for the duration of such negotiations.

#### Preparatory Contract Negotiations Meetings

- 11.06 The Employer will grant leave with pay for two (2) employees to attend preparatory contract negotiations meetings.

### Union Orientation

- 11.07 The Employer shall allow new employees to meet with the Representative of the Union for one (1) hour without loss of pay for the purpose of union orientation. The Representative of the Union, if an employee, shall be granted leave with pay.

### Bulletin Board Space

- 11.08 The Employer shall provide bulletin board space in the workplace clearly identified for the exclusive use of the Union.

### Meeting Rooms

- 11.09 The Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room, subject to availability, to be used from time to time for the conducting of business relating to the Union.

### Leave for Paid Elected Officers

- 11.10 An employee elected as a full-time paid officer of the executive of the Nunavut Employees Union, the Public Service Alliance of Canada or the Northern Territories Federation of Labour shall, upon application, be granted leave without pay for the term of office. During the leave such employees shall maintain all benefits accumulated prior to commencement of the leave but shall not accumulate any additional benefits during the leave, unless the parties agree otherwise.
- 11.11 Such employees shall advise the Employer as soon as possible when an extension of their leave is applicable due to re-election.
- 11.12 Upon termination of their leave such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave.
- 11.13 Notwithstanding Article 11.12, the Employer may make an offer of employment to such an employee to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.

## **Article 12** **Information**

- 12.01 The Employer agrees to provide the Union monthly with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, address, job classification, date of hire and employment status of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.

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

Publication and Distribution of Agreement

- 12.03 The Union shall facilitate the production and printing of this Agreement. The Employer and the Union shall share equally the costs of printing this Agreement.
- 12.04 The Employer shall provide each employee, and each newly hired employee upon his/her appointment, with a copy of this Agreement.

**Article 13**  
**General Holidays**

- 13.01 The following days are paid General Holidays for employees covered by this Agreement:
- (a) New Year's Day;
  - (b) Good Friday;
  - (c) Easter Monday;
  - (d) Hamlet Day (set by Hamlet Council once per year);
  - (e) Victoria Day (the day fixed by the Governor General for observance of the birthday of the reigning sovereign);
  - (f) Canada Day;
  - (g) Nunavut Day (July 9<sup>th</sup>);
  - (h) the first Monday in August;
  - (i) Labour Day;
  - (j) Thanksgiving Day;
  - (k) Remembrance Day;
  - (l) Christmas Day;
  - (m) Boxing Day;
  - (n) one or more additional days when ordered by the Governor General;

- (o) one or more additional days when proclaimed by the Mayor of the Hamlet of Taloyoak or by the Commissioner of Nunavut.

#### General Holiday Falling on a Day of Rest

- 13.02 When a General Holiday under Article 13.01 coincides with an employee's day of rest, the General Holiday shall be moved to the employee's first working day following his day of rest.
- 13.03 When a General Holiday for an employee is moved to another day under the provisions of Article **13.02**:
  - (a) work performed by an employee on the day from which the General Holiday was moved shall be considered as work performed on a day of rest, and
  - (b) work performed by an employee on the day to which the General Holiday was moved, shall be considered as work performed on a General Holiday.

#### General Holiday Compensation

- 13.04 When the Employer requires an employee to work on a General Holiday as part of his/her regularly scheduled hours of work or as overtime when he/she is not scheduled to work, he/she shall be paid overtime, in addition to the pay that he/she would have been granted had he/she not worked on the General Holiday.

#### General Holiday Rules

- 13.05 An employee who is not required to work on a General Holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the General Holiday occurs, unless he/she is paid overtime for all hours worked.
- 13.06 Where a General Holiday for an employee falls within a period of leave with pay, the General Holiday shall not count as a day of leave.
- 13.07 Except in cases of emergency, an employee shall not be required to work both Christmas Day and New Year's Day.
- 13.08 Article 13.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the General Holiday, except with the approval of the Employer.

## **Article 14**

### **Hours of Work**

14.01 The regularly scheduled hours of work for employees shall be thirty-five (35) hours per week consisting of seven (7) consecutive hours, between 9:00 a.m. and 5:00 p.m., each day from Monday to Friday. The daily hours are exclusive of an one (1) hour meal period. These hours of work are varied as follows:

- (a) Recreation: A workweek of five (5) consecutive workdays from Monday to Friday, and such workdays shall consist of seven (7) consecutive hours between the hours of 9:00 a.m. and 5:00 p.m., exclusive of a one (1) hour meal period.

The Recreation Attendants and Pool Attendants may have their hours further varied by a workweek of five (5) consecutive workdays between Monday and Saturday, and such workdays shall consist of seven (7) consecutive hours between the hours of 9:00 a.m. and 9:00 p.m., exclusive of a one (1) hour meal period;

- (b) Community Aerodrome Radio Station (CARS): An average of eighty (80) hours biweekly, with a maximum of 12 hours per day scheduled in a 24-hour 7-day shift work schedule, no split shifts and a minimum of **two (2)** days of rest per week. The Employer will obtain any required averaging permits.

#### Paid Rest Periods

14.02 Employees shall be entitled to a paid rest period of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a paid rest period of fifteen (15) minutes duration commencing on or about mid-afternoon.

## **Article 15**

### **Overtime**

15.01 In this Article:

- (a) "Overtime" means work performed by an employee in excess of or outside of his/her regularly scheduled hours of work or work performed on a day of rest;
- (b) "Straight time rate" means the hourly rate of pay;
- (c) "Time and one-half" means one and one-half times the straight time rate;
- (d) "Double time" means twice the straight time rate.

- 15.02 The Employer shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
  - (b) to give employees who are required to work overtime reasonable advance notice of this requirement. Except in the case of an emergency, an employee may refuse to work overtime.
- 15.03 All overtime must be approved in advance by the Senior Administrative Officer or his/her designate, unless the work required is of an emergency and management is not available for immediate approval.
- 15.04 Overtime work shall be compensated as follows:
- (a) at time and one-half ( $1\frac{1}{2} \times$ ) for all hours except as provided in Article 15.04(b);
  - (b) at double time ( $2 \times$ ) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time ( $2 \times$ ) for all hours worked on the second or subsequent day of rest.
  - (c) in lieu of (a) and (b) above, the Employer may agree to grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee. The balance of all accumulated and unused lieutime remaining at the end of the fiscal year shall be paid-out in cash unless agreement has been reached to take the lieutime in the next fiscal year.
- 15.05 An employee who is required to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described in Article 15.04.
- 15.06 Where an employee is required to work three (3) or more hours of overtime immediately following his/her regularly scheduled hours of work, or four (4) or more hours of overtime on a day of rest, and because of the operational requirements, the employee is not permitted to leave his/her place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the dinner in accordance with Article 48 – Duty Travel.

## **Article 16**

### **Pay**

- 16.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Schedule A.
- 16.02 Employees shall be paid on a biweekly basis with pay days being every second Friday.



- 16.03 Employees who have earned overtime compensation or any other extra allowance in addition to their regular pay, should receive such remuneration in the pay period in which it was earned, but in any event shall receive such remuneration no later than the following pay period.
- 16.04 Where paycheques, pay stubs, T4 information slips or any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, overtime, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 16.05 Upon receipt of a written request from the employee, the Employer shall deposit an employee's pay directly at a bank of the employee's choice and provide the employee with a statement of his/her earnings on the pay day.

#### Acting Pay

- 16.06 When an employee is required by the Employer to perform the duties of a higher classification on an acting basis for more than four (4) hours, he/she shall be paid acting pay as if he/she had been appointed to that higher classification for the period in which he/she acts.

#### Salary Increases

- 16.07 The Employer agrees to pay the negotiated salary and other compensation increases to every employee not later than thirty (30) calendar days following the date that this Agreement is ratified and on the first pay day after any subsequent salary and other compensation increases become effective.
- 16.08 The Employer agrees to pay all retroactive remuneration for salary and other compensation increases not later than the month following the month in which the Agreement is ratified.

#### Pay Recovery

- 16.09 (a) Where an employee, through no fault of his/her own, has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing, of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and employee shall discuss and devise an acceptable recovery schedule. If no acceptable recovery schedule is agreed to between the Employer and the employee then the Employer is permitted to recover ten percent (10%) of the gross pay in any pay period. No recoveries shall be made until the employee signs an authorization form for the deductions agreed upon. Once a recovery schedule has been agreed upon, the employee shall not delay or refuse to sign the authorization form.
- (b) If more than two (2) years has passed since the undetected overpayment was made, there shall be no recovery of the overpayment.

**Article 17**  
**No Standby**

- 17.01 There shall be no standby duties, and the Employer shall not require any employee to be on standby.

**Article 18**  
**Reporting Pay**

- 18.01 If an employee reports to work for his/her regularly scheduled workday and there is insufficient or no work available, as determined by the Senior Administrative Officer or his/her designate and the employee is not required to remain at work, he/she shall be entitled to one (1) day of work.
- 18.02 If an employee is directed to report for work on a day of rest or on a General Holiday, and there is insufficient or no work available, as determined by the Senior Administrative Officer or his/her designate and the employee is not required to remain at work, he/she shall be entitled to four (4) hours of work at the appropriate overtime rate.
- 18.03 If an employee is directed to report for work outside of his/her regularly scheduled hours, he/she shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the straight-time rate.

**Article 19**  
**Call Back Pay**

- 19.01 "Call Back" means calling of an employee to duty after he/she has reported off duty and before he/she is next scheduled for work.
- 19.02 When an employee is called back to a place of work by the Employer for a specific duty, he/she shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the straight-time rate.

**Article 20**  
**Leave – General**

- 20.01 When an employee is in receipt of an allowance and is granted leave with pay, he/she shall be entitled during the period of leave to receive the allowance.

- 20.02 Except in cases of emergency or as otherwise provided in this Agreement, an employee shall apply for leave at least one (1) week in advance of such leave. An employee's request for leave will be responded to by the Employer within a reasonable period of time which allows the employee time to prepare for and take the leave on the dates so requested.
- 20.03 When the Employer denies an employee's application for leave the reasons for the denial shall be provided in writing at the time the employee is advised of the denial.
- 20.04 During the month of April in each year or at the request of an employee, the Employer shall inform the employee in writing of the balance of his/her sick leave, vacation leave and any other service credits as of the end of the previous month.

## **Article 21**

### **Vacation Leave**

#### Accumulation of Vacation Leave

- 21.01 (a) For each month of a fiscal year in which an employee receives pay for at least fifteen (15) days, he/she shall earn Vacation Leave at the following rates:
- (i) one and one-quarter (1 $\frac{1}{4}$ ) days each month (equals 15 working days per year) until the month in which the anniversary of the second (2<sup>nd</sup>) year of continuous employment is completed;
  - (ii) one and two-thirds (1-2/3) days each month (equals 20 working days per year) commencing in the month after completion of two (2) years of continuous employment and ending in the month that twelve (12) years of continuous employment is completed;
  - (iii) two and one-twelfth (2-1/12) days each month (equals 25 working days per year) commencing in the month after completion of twelve (12) years of continuous employment and ending in the month that seventeen (17) years of continuous employment is completed;
  - (iv) two and one-half (2 $\frac{1}{2}$ ) days each month (equals 30 working days per year) commencing in the month after the completion of seventeen (17) years of continuous employment.
- (b) The accumulated employment for part-time employees shall be counted for the improved vacation leave entitlements in Article 21.01(a)(ii), (iii) and (iv) above.

### Granting of Vacation Leave

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

- (a) grant the employee his/her vacation leave during the fiscal year in which it is earned at a time specified by him/her;
- (b) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his/her vacation entitlements when so requested by the employee;
- (c) to grant the employee his/her vacation leave at a time specified by him/her;
- (d) not recall an employee to duty after he/she has proceeded on vacation leave;
- (e) where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave.

21.03 If there is a conflict between the vacation requests of two or more employees then vacation leave shall be granted according to seniority.

21.04 The Employer shall reply to an employee's request for vacation leave as soon as possible but no later than seven (7) calendar days after the request has been received in writing by the Employer. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons in writing for such denial of vacation leave.

21.05 Where in respect of any period of vacation leave an employee:

- (a) is granted bereavement leave with pay under Article 23; or
- (b) is granted discretionary leave with pay under Article 24; or
- (c) is granted sick leave on production of a medical certificate;

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

### Recall From Vacation Leave

21.06 When during any period of vacation leave an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses that he/she incurs:

- (a) in proceeding to his/her place of duty;

- (b) in respect of any non-refundable deposits or pre-arrangements associated with his/her vacation;
- (c) in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled

after submitting such accounts as are normally required by the Employer.

#### Carry-over Provisions

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

#### Payout of Vacation Leave

- 21.08 Upon request of an employee his/her earned vacation leave may be paid out in cash.

#### Leave When Employment Terminates

- 21.09 Where an employee dies or otherwise terminates his employment:
- (a) the employee or his/her estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately **prior** to the termination of his/her employment, or
  - (b) the Employer shall grant the employee any vacation leave earned but not used by him/her before the employment is terminated by lay-off if the employee so requests.
- 21.10 An employee whose employment is terminated by reason of abandonment his/her position is entitled to receive the payment referred to in Article 21.09.

#### Winter Bonus Days

- 21.11 An employee shall receive one (1) winter bonus day for every five (5) consecutive non-overlapping days of vacation leave which he/she liquidates between October 1st and March 31st of any fiscal year up to a **limit** of four (4) winter bonus days in any one (1) fiscal year. Winter bonus days must be liquidated immediately following the vacation leave days during which they were earned.

## **Article 22**

### **Sick Leave**

- 22.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which he/she receives pay for at least fifteen (15) days.
- 22.02 All absences on account of illness on a normal working day, exclusive of General Holidays, shall be charged against an employee's accumulated sick leave credits.
- 22.03 Unless otherwise informed by the Employer an employee must sign a statement describing the nature of his/her illness or injury and stating that because of this illness or injury he/she was unable to perform his/her duties if the period of leave requested does not exceed three (3) working days.
- 22.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that the employee is unable to carry out his/her duties due to illness or injury, for sick leave of more than three (3) working days.

## **Article 23**

### **Bereavement Leave with Pay**

- 23.01 An employee shall be granted five (5) days bereavement leave with pay to attend the funeral or memorial service of the employee's spouse (including common-law partner), child (including spouse's child), foster child, parent (including spouse of parent), brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and any relative living in the household of the employee or with whom the employee resides.
- 23.02 An employee shall be granted three (3) days bereavement leave with pay to attend the funeral or memorial service of the employee's niece, nephew, aunt, uncle, cousin and any other relative resident in Taloyoak.
- 23.03 An employee shall be granted an additional four (4) days bereavement leave with pay if the funeral or memorial service takes place outside of Taloyoak.
- 23.04 Additional bereavement leave without pay may be taken by mutual agreement between the employee and the Employer.

## **Article 24**

### **Discretionary Leave with Pay**

- 24.01 An employee shall earn discretionary leave with pay credits at the rate of one-quarter ( $\frac{1}{4}$ ) day for each calendar month for which he/she receives pay for at least fifteen (15) days. Discretionary leave may be taken in half-day units. Except in cases of emergency, a minimum of one (1) day written notice must be given to the Employer when taking discretionary leave.

## **Article 25**

### **Maternity Leave**

- 25.01 An employee who is pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (**4**) weeks before the day on which the employee expects to commence her leave. All other issues of notice or extension of the period of maternity leave shall be according to the *Labour Standards Act*. The Employer shall provide the employee with an information package outlining the maturity provisions and benefits under the *Employment Insurance Act*.
- 25.02 The Employer may:
- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
  - (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
  - (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- 25.03 Leave granted under **this** Article shall be counted for the calculation of continuous employment.

#### Maternity-related Reassignment or Leave

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

Maternity Leave Allowance

- 25.05 After completion of *six* (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to Section 22, *Employment Insurance Act*, shall be paid a maternity leave allowance.
- 25.06 A recipient under Article 25.05 shall sign an agreement with the Employer providing:
- (a) that she will return to work and remain in the Employer's employ for a period of at least *six* (6) months after her return to work;
  - (b) that she **will** return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- 25.07 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 25.06, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the ~~full~~ *six* (6) months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.
- 25.08 No employee shall be laid off while on, or ~~within~~ *six* (6) months of her return, from maternity leave without the consent of the employee, the Employer and the Union.
- 25.09 In respect of the period of maternity leave, payments of maternity leave allowance **will** consist of the following:
- (a) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay.
  - (b)
    - (i) For a full-time employee the weekly rate of pay referred to in Article 25.09(a) shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the maternity leave.
    - (ii) For a part-time employee the weekly rate of pay referred to in Article 25.09(a) shall be the prorated weekly rate of pay for her classification and position averaged over the *six* (6) month period of continuous employment immediately preceding the commencement of the maternity leave.
  - (c) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.



- (d) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of maternity leave allowance payments under this Article, the payments shall be adjusted accordingly.

Other Benefits During: Leave

- 25.10 An employee returning to work from maternity leave retains her service credits accumulated prior to taking leave.
- 25.11 If an employee elects to maintain coverage for group benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee for the employee's share of premiums when the employee returns to work or terminates his/her employment.
- 25.12 Illness arising due to pregnancy during employment and prior to this leave may be charged to normal sick leave credits.

**Article 26**  
**Parental Leave**

- 26.01 Where an employee has or will have the actual care or custody of his/her newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken within the fifty-two (52) week period immediately following the day **the child was born** or, in the case of adoption, within the ~~fifty-two~~ (52) week period from the date the child comes into the employee's care and custody. The Employer shall provide the employee with an information package outlining the parental provisions and benefits under the *Employment Insurance Act*.
- 26.02 An employee who intends to request parental leave without pay shall provide the Employer with four (4) weeks written notice, except where in the case of adoption the child arrives at the employee's home sooner than expected. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- 26.03 Leave granted under this Article shall be counted for the calculation of continuous employment.

Parental Leave Allowance

- 26.04 After completion of *six* (6) months continuous employment, an employee who has been granted parental leave without pay and who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to Section 23, *Employment Insurance Act* shall be paid a parental leave allowance.

- 26.05 A recipient under Article 26.04 shall sign an agreement with the Employer providing:
- (a) that he/she will return to work and remain in the Employer's employ for a period of at least *six* (6) months after his/her return to work;
  - (b) that he/she will return to work on the date of the expiry of his/her parental leave without pay unless this date is modified with the Employer's consent.
- 26.06 Should the employee fail to return to work in accordance with the provisions of Article 26.05, except by reason of the employee's death, disability or lay-off, the employee recognizes and acknowledges that he/she is indebted to the Employer for the amount of parental leave allowance received. Should the employee not return for the full *six* (6) month period, the employee's indebtedness to the Employer shall be reduced on a prorated basis according to the number of months he/she has returned to work.
- 26.07 No employee shall be laid off while on, or within *six* (6) months of his/her return, from parental leave without the consent of the employee, the Employer and the Union.
- 26.08 For the period of parental leave without pay taken by an employee who has not taken maternity leave without pay, or who has taken maternity leave without pay and has not received a maternity leave allowance, parental leave allowance payments shall be equivalent to ninety-three percent (93%) of the employee's weekly rate of pay for the first *two* (2) weeks, and for an additional *thirty-five* (35) weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay.
- 26.09 For the period of parental leave without pay taken by an employee who has taken maternity leave without pay and received a maternity leave allowance, parental leave allowance payments will be equivalent to the difference between the employment insurance benefit she is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay for a period of *thirty-five* (35) weeks.
- 26.10 (a) For a full-time employee the weekly rate of pay referred to in Articles 26.08 and 26.09 shall be the weekly rate of pay for his/her classification and position on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be.
- (b) For a part-time employee the weekly rate of pay referred to in Articles 26.08 and 26.09 shall be the prorated weekly rate of pay for his/her classification and position on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be, averaged over the *six* month period of continuous employment immediately preceding the commencement of the parental or maternity leave without pay.
- 26.11 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

- 26.12 Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of parental leave allowance payments under this Article, the payments shall be adjusted accordingly.
- 26.13 Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks.
- 26.14 Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of fifty-two (52) weeks.
- 26.15 When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave allowance payments shall not exceed a total of thirty-seven (37) weeks for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.

#### Other Benefits During Leave

- 26.16 **An** employee returning to **work** from parental leave retains his/her service credits accumulated prior to **taking** leave.
- 26.17 If an employee elects to maintain coverage for group benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee for the employee's share of premiums when the employee returns to work or terminates his/her employment.

## **Article 27** **Compassionate Care Leave**

- 27.01 For the purposes of this Article, the definition of family member means the employee's:
- (a) spouse, including common-law spouse;
  - (b) child or a child of the employee's spouse;
  - (c) parent or spouse of the parent; and
  - (d) any other person in accordance with the *Employment Insurance Act*.
- 27.02 An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death ~~within~~ twenty-six (26) weeks from:

- (a) the day the certificate is issued; or
- (b) if the leave was commenced before the certificate was issued, the day the leave was commenced.

A certificate from a medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

Compassionate care leave may be taken in separate periods but each period must be of not less than one week's duration.

The Employer shall provide the employee with an information package outlining the compassionate care provisions and benefits under the *Employment Insurance Act*.

- 27.03 An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- 27.04 Leave granted under this Article shall be counted for the calculation of continuous employment.

#### Other Benefits During Leave

- 27.05 An employee returning to work from compassionate care leave retains his/her service credits accumulated prior to taking leave.
- 27.06 If an employee elects to maintain coverage for group benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee for the employee's share of premiums when the employee returns to work or terminates his/her employment.

## **Article 28** **Other Types of Leave**

#### Court Leave with Pay

- 28.01 The Employer shall grant leave with pay to an employee for the period of time required:
  - (a) to serve on a jury and the jury selection process;
  - (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses,

provided the employee remits or assigns to the Employer any remuneration received by him/her as a result of serving on a jury, in the jury selection or as a witness, other

than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

#### Injury-on-duty Leave with Pay

28.02 An employee may be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by the Workers' Safety and Compensation Commission that he/she is unable to perform his/her duties because of:

- (a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's wilful misconduct; or
- (b) sickness resulting from the nature of his/her employment; or
- (c) over-exposure to radioactivity or other hazardous conditions in the course of his/her employment,

if the employee agrees to pay the Employer any amount received by him/her from the Commission for loss of wages in settlement of any claim he/she may have in respect of such injury, sickness or over-exposure.

#### Paid Leave for Office Closing

28.03 Where the Employer closes its workplace or its operations due to weather, safety, by public order or circumstances beyond the control of the Employer, an affected employee shall be granted leave with pay for the duration of the closure.

#### Leave with or without Pay for Other Reasons

28.04 Notwithstanding any provision for leave in this Agreement, the Employer may grant:

- (a) leave with or without pay for purposes other than those specified in this Agreement;
- (b) leave with or without pay in emergency or unusual circumstances.

Requests for such leave shall not be unreasonably denied.

## **Article 29**

### **Education Leave and Professional Development**

#### Education Leave

29.01 The Employer recognizes the benefits of leave for education. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which may be renewed by mutual agreement, to attend a recognized institution for

studies in some field of education in which preparation is needed to fill the employee's present role more adequately, or to take studies in some field in order to provide a service which the Employer requires or is planning to provide, or to take studies in some field for any other beneficial purpose.

- 29.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's regular rate of pay. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship
- 29.03 Other allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave without pay.
- 29.04 As a condition of granting education leave without pay and receiving an allowance under this Article, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.
- 29.05 The employee shall be notified when education leave without pay is approved whether allowances are to be paid or continued in whole or in part.

#### Professional Development

- 29.06 Professional development refers to a short term activity, generally not to exceed six (6) weeks, which in the opinion of the Employer is likely to be of assistance to an employee in furthering his/her professional or career development, or to the Employer in achieving its goals. Professional development may be required by the Employer or may be requested by the employee.
- 29.07 Upon written application by the employee, the Employer may approve professional development leave with pay.
- 29.08 Where the Employer requires an employee to take professional development:
- (a) the Employer shall pay the cost of approved professional development courses and activities;
  - (b) the employee shall receive overtime for actual time traveling outside of 9:00 a.m. to 5:00 p.m., Monday to Friday, and may receive overtime for other non-travel time in accordance with Article 15 – Overtime;
  - (c) the employee on professional development leave shall be entitled to the provisions of Article 48 – Duty Travel.

- 29.09 Where the employee requests professional development:
- (a) the Employer may pay the cost of approved professional development courses and activities;
  - (b) the employee may receive overtime in accordance with Article 15 – Overtime;
  - (c) the employee on professional development leave may be entitled to the provisions of Article 48 – Duty Travel.

### **Article 30** **Job Description**

- 30.01 When an employee is first hired, or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current, accurate and written Job Description of the position to which he/she is assigned.
- 30.02 Upon written request, an employee shall be given a current, accurate and written Job Description of his/her position.

### **Article 31** **Employee Files and Performance Reviews**

#### Employee Files

- 31.01 Upon request of an employee, **the** personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer. Upon written authorization from an employee, the employee's Union Representative shall be entitled to view and photocopy that employee's personnel file.
- 31.02 Only one file per employee for the purposes of performance evaluation and discipline shall exist.
- 31.03 The record of any disciplinary action taken against an employee, including letters or notations of discipline, shall be removed from the employee's file and destroyed after twenty-four (24) months following the disciplinary action, provided no additional disciplinary action for a just cause of a similar nature was imposed within the twenty-four (24) month period.

### Performance Reviews

- 31.04** When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal and may use the grievance procedure in Article **34** to correct any factual inaccuracies in his/her performance appraisal. Such performance appraisals shall be performed within one (1) month of the employee's anniversary date.
- 31.05** The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals and that every effort be made to develop the career potentials of each individual through in-service training, retraining, or any other facets of career development which may be available.

## **Article 32** **Classification**

- 32.01** If a new or revised classification is established which is not covered by the schedule of wages then in effect, the Employer shall before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. **The** arbitrator's decision will be retroactive to the date of application of the new rates.

## **Article 33** **Vacancies, Job Postings and Transfers**

- 33.01** Every vacancy for positions expected to be more than three (3) months duration and every newly created position shall be posted on the Union notice board. The job posting shall state the job classification, rate of pay, shift and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting. The Employer shall endeavour to fill vacant positions through competitions internal to the Bargaining unit.
- 33.02** Seniority shall be the governing factor in determining promotions and filling of jobs after posting, providing that the most senior employee possesses the necessary skills, ability and required qualifications to perform the normal requirements of the job.
- 33.03** No employee shall be transferred to another position outside the Bargaining Unit without his/her consent. If an employee is transferred to a position outside the



Bargaining Unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the Bargaining Unit consistent with his/her seniority accumulated up to the date of transfer outside the unit, within ninety (90) calendar days of the date of transfer.

**33.04** No employee shall be transferred to another position within the Bargaining Unit without his/her consent.

## **Article 34**

### **Grievance Procedure and Arbitration**

**34.01** The Employer and the Union recognize that grievances may arise in each of the following circumstances:

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

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

#### Representation

**34.03** If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance.

**34.04** Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

**34.05** The Union shall have the right to initiate and present a grievance at any level of the grievance procedure related to the application or interpretation of this Agreement.

- 34.06** An employee shall have the right to present a grievance on matters related to the application or interpretation of this Agreement provided he/she first obtains the authorization of the Union prior to presenting such a grievance.
- 34.07** The Union shall have the right to initiate and present a grievance on matters relating to health and safety at any level of the grievance procedure.

Procedures

- 34.08** An employee and his/her supervisor shall be encouraged to meet and resolve any complaint prior to the employee filing a grievance. The employee may be assisted by a Representative should he/she so request.
- 34.09** An employee or the Union who wishes to present a grievance at any prescribed level of the grievance procedure shall transmit this grievance in writing to the Employer who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by the Employer.
- 34.10** Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level (Senior Administrative Officer)
  - (b) Final Level (Senior Administrative Officer and the Mayor or his/her designate)
- 34.11** The Employer shall designate its representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 34.12** The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 34.13** No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 34.14** An employee may, by written notice to the Employer, withdraw his/her grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, or where the grievor is being represented by the Union, his/her withdrawal has the written endorsement of the Union.

### Time Limits

- 34.15 Except as otherwise provided, a grievance shall be presented at the First Level of the grievance procedure in the manner prescribed in Article 34.09 within thirty (30) calendar days after the date on which the grievor first becomes aware of the action or circumstances giving rise to the grievance, or ought to have known of such action or circumstances. Failure to present a grievance within the time limits due to Employer restrictions, communication breakdown, weather and other factors beyond the control of the grievor shall not invalidate the grievance.
- 34.16 The Employer shall reply in writing to a grievance within seven (7) calendar days at the First Level and within fourteen (14) calendar days at the Final Level.
- 34.17 An employee or the **Union** may present a grievance at each succeeding level of the grievance procedure beyond the First Level
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the grievor (and/or the **Union** as the case may be) by the Employer; or
  - (b) where the Employer has not conveyed a decision to the grievor (and/or the **Union** as the case may be) within the time prescribed in Article 34.16 within fourteen (14) calendar days after the day the reply was due.
- 34.18 Except as provided under legislation, the time limits stipulated in Article 34.15 are mandatory and a failure to comply shall result in the grievance being deemed abandoned. The time limits stipulated in this procedure may be extended by mutual agreement in writing between the Employer and the employee, and where appropriate, the **Union**.

### Termination of Employment

- 34.19 No employee shall have his/her employment terminated without first being given notice in writing, with a copy to the **Union**, together with the reasons thereof, at least twenty-four (24) hours prior to the termination. The twenty-four (24) hour prior notice shall not apply in cases of gross misconduct. When the Employer terminates the employment of an employee the grievance procedure shall apply except that the grievance may be presented at the Final Level within thirty (30) calendar days after the employee receives his/her notice of termination. This clause shall not apply to an employee who has abandoned his/her position.

### Arbitration

- 34.20 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-

one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration.

- 34.21 (a) The parties agree that arbitration referred to in Article 34.20 shall be by a single arbitrator.
- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 34.22 (a) The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, Part I in addition to any powers, which are contained in this Agreement.
- (b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
- (c) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 34.23 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 34.24 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- 34.25 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of fourteen (14) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.
- 34.26 In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been discharged for other than just cause and he/she may:

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

## **Article 35** **Technological Change**

- 35.01** The Employer agrees to provide as much advance notice as possible to the Union, but not less than one hundred and twenty (120) days, of any major technological change which would result in changes in the employment status of employees or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.
- 35.02** In cases where employees may require retraining, the Employer will make every reasonable effort to offer re-training including training courses.
- 35.03** When the implementation of technological change is initiated by the Employer and when agreement as to its implementation is not reached between the parties, either party may refer the matter to arbitration.

## **Article 36** **Seniority**

- 36.01** "Seniority" means the total length of service acquired by an employee from his/her date of hire.
- 36.02** Seniority accumulates when an employee is absent from **work**
- (a) resulting from an occupational injury or illness covered by the Workers' Safety & Compensation Commission for a period of not more than twenty-four (24) months;
  - (b) during any leave, provided that if the leave is without pay for a period greater than **thirty (30)** working days then the seniority will cease to accrue after **thirty (30)** working days;
  - (c) during leave for Union business.
- 36.03** Seniority shall be lost when an employee:
- (a) voluntarily quits his/her employment with the Employer;
  - (b) is discharged for just cause;

- (c) fails **to** report to work within fourteen (**14**) calendar days after receiving notice of recall;
- (d) has been laid-off for a period of twelve (**12**) months or longer.

**36.04** Within **thirty (30)** calendar days after the signing of the Agreement and on **April 1<sup>st</sup>** every year thereafter, the Employer shall post a seniority list showing the seniority of each employee on all Union bulletin boards and provide a copy of the list **to** the Union.

**36.05** An employee shall be considered to be on probation until he/she has worked **six (6)** months following their date of hire. If such employee continues in the employ of the Employer after the expiration of his/her probation, his/her length of service shall be computed from his/her date of hire. Probationary employees shall not exercise any seniority rights during their probationary period.

## **Article 37**

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

#### **Lay-off and Recall**

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

**37.02** In the event of lay-off, employees shall be laid off in reverse order of their seniority. Where the seniority of employees subject to lay-off is equal, lay-off will be according to qualifications.

**37.03** The Employer shall give employees who are to be laid-off a **minimum of two (2)** weeks plus one (**1**) additional week for each year of employment over three years, to a maximum of eight (**8**) weeks, notice in writing in advance of the effective date of lay-off, or award pay in lieu of the notice.

**37.04** Laid-off employees shall be recalled in the order of their seniority, where jobs become available, provided they have the skill, ability and required qualifications to perform such jobs. Where laid-off employees' seniority is equal, recall will proceed according to qualifications.

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

- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.
- (b) Where notice of recall is given by registered mail, notice is deemed to be given three days from the date of mailing.

- 37.06 The employee shall keep the Employer advised at all times of his/her current address. The employee shall return to work within fourteen (14) calendar days of receipt of notice of recall, unless, on reasonable grounds, he/she is unable to do so.
- 37.07 No new employees shall be hired until those laid off have been given the opportunity of recall under Article 37.04.
- 37.08 With reference to a re-hire of an employee after a lay-off, his/her employment in the position held by him/her at the time he/she was laid off and his/her employment in the position to which he/she is hired shall constitute continuous employment provided such re-hire is within a period of twelve (12) months.

#### Re-hire

- 37.09 Where an employee ceases to be employed for reasons other than discharge with just cause, abandonment of position or voluntary resignation, and is re-employed within a period of twelve (12) months, those benefits which he/she has earned as a result of his/her past service with the Employer shall be reinstated.

#### Staffing Levels

- 37.10 The Employer shall manage and staff its workforce in such a way that for any function or department within the workplace full-time employees are utilized to the greatest extent possible and part-time employees are only used where there is not sufficient work to staff with a full-time employee. For greater clarity, two or more part-time employees will not be used where there is sufficient work for a full-time employee.

### **Article 38** **No Contracting Out**

- 38.01 There shall be no contracting out of any work that results in the layoff, continuance of a layoff or a reduction in hours of an employee.
- 38.02 The Employer may contract out work where a vacancy can not be filled locally.

### **Article 39** **Civil Liability**

- 39.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him/her in the performance of his/her duties, then:
- (a) The employee upon being served with any legal process, or upon receipt of any action or proceeding, being commenced against him/her shall advise the Employer of any such notification or legal process;

- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees provided the employee has complied with paragraph (a);
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute wilful misconduct;
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

## **Article 40**

### **Discharge and Discipline**

#### Just Cause

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

#### Progressive Discipline

- 40.02 The value of progressive discipline with the **aim** of being corrective in application is recognized by both parties.
- 40.03 When an employee is required to attend a meeting where discharge or discipline is to be imposed, or from which discharge or discipline may result, the employee is entitled to reasonable notice of the meeting. The employee shall have the right to Union representation at the meeting and the notice of the meeting will advise the employee of his/her right to have a Representative of the Union in attendance. The Employer shall advise the employee in writing of the reasons for such discharge or discipline in sufficient detail that the employee may defend himself/herself against it.

#### Time Limits

- 40.04 The Employer shall take disciplinary action against an employee within ten (10) working days of the date of the incident or within ten (10) working days of the date on which management became aware of the incident, except where an investigation is in progress that may result in disciplinary action or discharge, the time limit will not commence until the investigation has concluded. Such investigation shall be concluded within thirty (30) calendar days of the incident or the date on which management became aware of the incident.



### Disciplinary Record

- 40.05 The Employer agrees not to introduce as evidence in the case of disciplinary action any document from the file of an employee, the existence of which the employee was not made aware by the provision of a copy thereof at the time its filing.

### Sunset Provision

- 40.06 The record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided no additional suspension or disciplinary action for a just cause of a similar nature was imposed within the twenty-four (24) month period.

## **Article 41**

### **Joint Union Management Committee**

- 41.01 The Employer and the Union acknowledge the mutual benefits of joint consultation and agree to maintain a Joint Union Management Committee which will have as its objective meaningful consultation on matters of mutual interest, except issues that are the subject of a grievance.
- 41.02 The Committee shall consist of two (2) Union and two (2) Employer representatives and will meet at least every two (2) months, unless the Employer and the Union agree otherwise.
- 41.03 Minutes of every meeting will be prepared and distributed by Management prior to the next meeting, at which the minutes will be presented for review and adoption, and after which will be mailed to the Union's office in Iqaluit and posted in the workplace for at least twelve (12) months.
- 41.04 Time spent in Committee meetings is deemed to be time worked.
- 41.05 The Joint Union Management Committee has no authority to amend this Agreement.

## **Article 42**

### **Occupational Health and Safety**

- 42.01 The Employer shall comply with all applicable federal, territorial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.
- 42.02 A copy of the *Safety Act* and Regulations, and any other applicable health and safety legislation and regulations, shall be readily accessible to each employee in the workplace.

### Occupational Health & Safety Committee

- 42.03 (a) The Occupational Health & Safety Committee is established in accordance with the provisions for occupational health and safety committees under the *Safety Act* and its pursuant applicable regulations.
- (b) The purpose of this Committee, in addition to the duties set-out in the legislation, is to participate in developing and monitoring the Employer's health and safety program, and to take health and safety into consideration when formulating policies, practices and procedures. The Committee may make recommendations to the Employer on occupational health and safety practices.
- (c) The Committee is a forum where management and employee representatives can meet to exchange information, discuss policies, programs and conditions, and where employee representatives can communicate to the Employer their views on health and safety matters.
- (d) The members of the Occupational Health & Safety Committee together shall be required to attend available occupational health and safety courses at least once per year.

### Meetings & Quorum

- (e) The Committee shall consist of two (2) representatives from the employees and two (2) representatives from the Employer. The Committee shall select from its own membership two Chairpersons, one from the representatives from the employees and one from the representatives from the Employer, who shall rotate duties at every meeting. The Committee will meet at least quarterly, and when necessary as decided by the Committee, during normal working hours.
- (f) A quorum of the Committee shall be a simple majority.
- (g) Members of the Committee are entitled to such time from their regular work as is necessary to attend meetings or to carry out any other functions as members of the committee including reasonable meeting preparation time, and any time spent by the member while carrying out any of his or her functions as a member of the committee shall, for the purposes of calculating pay owing to him or her, be deemed to have been spent at work.

### Minutes

- (h) Minutes of every meeting will be prepared and distributed by the Employer's representatives prior to the next meeting, at which the minutes will be presented for review and adoption. Adopted minutes shall be forwarded to the Union and posted in the workplace for at least twelve (12) months.

#### Powers of committee

- (i) Either party of a Committee may request from the Employer any information that the Committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities.
- (j) Either party of a Committee shall have full access to all government and Employer reports, studies and tests relating to the health and safety of employees, or to the parts of those reports, studies and tests that relate to the health and safety of employees, but shall not have access to the medical records of any person, except with the person's written consent.

#### Right to Refuse Dangerous Work

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

- (a) **An** employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him otherwise, or until a safety officer appointed under the *Safety Act* or his designated representative has investigated the matter and advised him otherwise.
- (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in Article **42.04(a)**. No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

#### First Aid

**42.05** The Employer will endeavour to offer First Aid and CPR courses to all employees in order to meet and exceed the minimum requirements under the *Safety Act* and regulations, including refresher courses required to maintain valid First Aid and CPR certificates at no cost to the employees. Employees shall take First Aid and CPR training during working hours.

**42.06** The Employer will ensure that First Aid facilities at the worksite will be organized and maintained with such equipment and supplies as prescribed by the *Safety Act* and regulations.

#### Transportation of Injured Workers

**42.07** The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical facility, and from there to his/her home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an employee as a result of injury or serious ailment occurring in the workplace.

#### Accident and/or Injury Reports

- 42.08 Upon request an employee is entitled to copies of his/her accident and/or injury reports on file with the Employer.

#### Workplace Hazardous Materials Information Systems

- 42.09 The Employer shall identify in writing new or presently used chemicals, substances or equipment present in the workplace including existing or potential hazards, precautions and antidotes or procedures to be followed following exposure.
- 42.10 The Employer will endeavour to offer Workplace Hazardous Material Information Systems (WHMIS) training at the Employer's expense to ensure that all employees hold a valid certificate. The Employer shall provide WHMIS training during working hours.

### **Article 43**

#### **Personal Protective Equipment (PPE)**

- 43.01 The Employer shall provide, at no cost to employees, all protective devices, clothing and other equipment necessary, as prescribed by the *Safety Act* and Regulations, to properly protect employees from injury and unhealthy work conditions. The **Employer** shall make provisions for **the** proper cleaning and maintenance of all safety equipment and protective devices, and on-site laundering of clothing, at no cost to the employees.
- 43.02 The Employer will replace, at no cost to the employee, any safety equipment and clothing upon presentation of such worn or damaged items to the Employer.

### **Article 44**

#### **Trades and Maintenance**

##### Work Clothing

- 44.01 The Employer shall provide the following work clothing to all Community Works employees and Arena Attendant at no cost to the employees:
- (a) summer coveralls (fire-resistant);
  - (b) winter coveralls if assigned outdoor duties (fire-resistant, suitable for Arctic operating conditions);
  - (c) all-weather steel-toed safety boots;
  - (d) winter safety boots for the garbage truck helper;
  - (e) summer work gloves;

- (f) winter work gloves;
- (g) neoprene safety gloves (made available to employees).

44.02 The quality and suitability of work clothing may be a topic of discussion before the Occupational Health & Safety Committee

44.03 The Employer shall make provisions for the on-site laundering of **work** clothing at no cost to the employees.

Extreme Weather Conditions

44.04 Except in emergency circumstances, an employee shall not be required to work outside in extreme weather conditions.

44.05 The definition of extreme weather conditions may be a topic of discussion before the Occupational Health & Safety Committee, which shall consider industry standards for cold weather safety.

**Article 45**  
**Apprentices**

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

- (a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all apprentices employed by the Employer. A copy of the current Act & Regulations shall be supplied to the apprentice upon appointment.
- (b) Pay increases shall not be automatic but will be based upon levels of certification issued under the Regulations and shall be effective from the date of certification.
- (c) Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

Four Year Apprenticeship

Year 1	60 Yo
Year 2	70 Yo
Year 3	80 %
Year 4	90 %

45.02 Upon successful completion of the Apprenticeship program, the Employer shall make every reasonable effort to provide that employee with a permanent full-time journeyman position in the area of his/her trade. All time spent as an apprentice shall be counted towards continuous employment.

## **Article 46** **Casual Employees**

46.01 The Employer may hire a casual employee for work of a temporary nature not exceeding ninety (90) days duration.

46.02 The Employer shall not employ a series of casual employees in lieu of establishing a full-time position or filling a vacant position.

46.03 A casual employee shall be paid four percent (4%) vacation pay.

46.04 Casual employees shall be entitled to all provisions of this Agreement, except:

- (a) Article 21 – Vacation Leave;
- (b) Article 52 – Pension Plan and Group Benefits Plan;
- (c) Article 50 – Northern Travel Allowance.

46.05 A casual employee is entitled to be paid on a biweekly basis for services rendered at the appropriate pay rates set out in the appendices attached.

## **Article 47** **Term Employees**

47.01 The Employer may hire term employees for a fixed period no longer than one (1) year. Term employees shall only be hired:

- (a) as leave replacements;
- (b) in relation to, or in support of, training; and
- (c) where no qualified candidate is available to fill a vacant indeterminate position, provided that where this is the case the Employer shall advise the Union of the circumstances for such hire.

47.02 Notwithstanding any other provision of this Agreement, the Employer may hire a term employee as a replacement for an employee who is elected as a full-time paid union officer under Article 11.10 for the duration of that leave and any extension thereof.

## **Article 48** **Duty Travel**

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

### Entitlement

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

### Transportation

48.03 The cost of transportation is authorized as follows:

- (a) economy **air** travel (employees may be entitled to travel business class if proof is provided that economy **air** travel was not available on a required flight);
- (b) privately-owned vehicle: where the use of a privately-owned vehicle is authorized an allowance of 57.5 cents per kilometre;
- (c) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
- (d) rented or hired cars – where this is the most reasonable or economical means of travel. Employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability.

### Accommodation

- 48.04
- (a) Commercial Accommodation: employees will be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide government or corporate discounted rates. When **making** a reservation the employee must request the discounted rate, and where the stay is expected to exceed one week the employee must request any weekly or monthly rates offered if cost-effective. Receipts must be accompany commercial accommodation expenses.
  - (b) Non-commercial Accommodation: where employees make private arrangements for overnight accommodation they may claim \$75.00 for each night.

Meals and Incidental Expenses

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

A duty travel per diem rate of **\$124.75** will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed

- (a) Breakfast                      \$ 20.00
- (b) Lunch                            \$ 27.30
- (c) Dinner                          \$ 60.15
- (d) Incidentals                    \$ 17.30

(These rates are effective July 1, 2010)

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

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

Other Expenses

48.06 Employees may be reimbursed for:

- (a) telephone and Internet expenses for business purposes;
- (b) baggage – for storage and excess baggage charges where this is in the performance of duty;
- (c) taxis – the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available;

Childcare Expenses

- (d) Employees may be reimbursed a maximum of **\$45.00** per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred;
- (e) any other expense that may be authorized by the Employer.



### Limitations

- 48.07 No item of "Other Expenses" or transportation in excess of \$8.00, will be reimbursed unless it is supported by a receipt.

### Procedures

- 48.08 (a) The Employer shall authorize duty travel before the start of a trip.
- (b) When requested by the employee, an advance sufficient to cover reasonable expenses shall be provided to the employee at least twenty-four **(24)** hours prior to the commencement of a trip.
- (c) Upon completion of a trip the employee shall, within five (5) working days, submit to the Employer in writing, a list of expenses and attach corresponding receipts, if applicable, along with a personal cheque or money order to cover any amount by which the travel advance exceeded the total of the claim.
- (d) Any amount by which the claim exceeds the advance shall be reimbursed to the employee ~~within~~ five (5) working days.

## **Article 49** **Severance Pay**

### Layoff

- 49.01 A full-time or part-time employee who has one (1) year or more of continuous employment and who is laid off for a period not defined as a temporary layoff pursuant to the Labour Standards Act shall be paid severance pay at the time of layoff in the amount of ~~two~~ (2) weeks of pay for the first year of service, ~~two~~ (2) weeks of pay for the second year of service, and one (1) week for each year of continuous employment after the second year.
- 49.02 Severance pay shall be prorated in respect to any period of continuous employment, which is less than a complete year.

## **Article 50** **Northern Travel Allowance**

- 50.01 All employees shall be paid a Northern Travel Allowance (NTA). This allowance shall be based upon an annual amount, and shall be paid biweekly.
- 50.02 Effective April 1, 2010 the NTA shall be based on \$10,000 per year.
- Effective April 1, 2011 the NTA shall be based on \$12,500 per year.

Effective April 1, 2012 the NTA shall be based on \$15,000 per year.

Effective April 1, 2013 the NTA shall be based on \$17,500 per year.

- 50.03 Ten Thousand Dollars (\$10,000) of an employee's Northern Travel Allowance shall be designated as a travel allowance pursuant to the *Income Tax Act*.

## **Article 51** **Shift Premiums**

- 51.01 An employee who is regularly scheduled to work outside of the hours of **work**, 9:00 a.m. to 5:00 p.m., shall be paid a shift premium as follows:
- (a) one dollar and fifty cents (\$1.50) per hour for all hours worked between the hours of 5:00 p.m. and 12:00 midnight; and
  - (b) one dollar and seventy-five cents (\$1.75) per hour for all hours worked between the hours of 12:00 midnight and 8:00 a.m.

## **Article 52** **Pension Plan and Group Benefits Plan**

- 52.01 The Northern Employee Benefits Services (NEBS) Pension Plan is a term and condition of employment for all eligible employees.
- 52.02 The Northern Employee Benefits Services (NEBS) Group Benefit Plan {i.e. Basic Group Life Insurance (3 x annual salary); Accidental Death, Disease & Dismemberment (3 x annual salary); Dependents Insurance; and Long Term Disability (60% non-taxable)} and Short Term Disability (Weekly Indemnity 60% non-taxable) plan are terms and conditions of employment for all eligible employees.
- 52.03 The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.
- 52.04 The Employer shall advise the pension plan and insurance plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, new eligible employees under these plans, and other required data as determined by these plans without delay.
- 52.05 The Employer shall remit all required contributions and premiums for the plans under this Article within a reasonable period, and shall forward all claims under these plans in a timely manner.

- 52.06 The Employer shall distribute to all employees eligible ~~for~~ coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which are intended ~~for~~ distribution to the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.
- 52.07 All issues concerning the pension and insurance plans, including issues of contributions and premiums, and eligibility for benefits shall be determined by the pension and group benefits plan providers.

### **Article 53**

#### **Social Justice Fund**

- 53.01 The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the Bargaining Unit. Contributions to the Fund **will** be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly ~~for~~ the purposes specified in the Letters Patent of the PSAC SocialJustice Fund.

### **Article 54**

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

##### Agreement Re-opener

- 54.01 This Agreement may be amended by mutual consent of the parties.

##### Mutual Discussions

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

## **Article 55**

### **Duration and Renewal**

- 55.01 The term of this Agreement shall be from April 1, 2010 to September 30, 2013.
- 55.02 Notwithstanding Article 55.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 34, shall remain in effect during the negotiations for its renewal, and until either a new collective Agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 55.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.
- 55.04 Where notice to bargain collectively has been given under Article 55.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

## Schedule A Hourly Rates of Pay

CONVERSION GRID Effective April 1, 2010

DEPARTMENT	Pay Steps					
<u>Job Title / Classification</u>		1	2	3	4	5
<b>ADMINISTRATION</b>						
Senior Finance Administrator		27.10	27.78	28.47	29.18	29.91
Finance Clerk		24.39	25.00	25.63	26.27	26.93
Municipal Liaison Officer		21.74	22.28	22.84	23.41	24.00
Planning & Lands Administrator		25.18	25.81	26.46	27.12	27.80
MMOS Clerk		24.39	25.00	25.63	26.27	26.93
Receptionist		20.86	21.38	21.91	22.46	23.02
Janitor		17.30	17.73	18.17	18.62	19.09
<b>COMMUNITY WORKS</b>						
Community Works Foreman		29.38	30.11	30.86	31.63	32.42
Heavy Equipment Operator		25.41	26.05	26.70	27.37	28.05
Garbage Truck Driver		20.78	21.30	21.83	22.38	22.94
Mechanic		33.22	34.05	34.90	35.77	36.66
Building Maintainer		24.32	24.93	25.55	26.19	26.84
DPW Foreman		29.38	30.11	30.86	31.63	32.42
General Labourer		19.00	19.48	19.97	20.47	20.98
<b>RECREATION</b>						
Recreation Coordinator		26.35	27.01	27.69	28.38	29.09
Recreation Attendant		18.89	19.36	19.84	20.34	20.85
Arena Attendant		20.22	20.73	21.25	21.78	22.32
Pool Attendant - Bronze Certification		15.00				
Pool Attendant - Silver Certification		20.00				
Pool Attendant - Gold Certification		25.00				

**NOTES:**

1. Incumbents shall be placed on the pay grid at the step for their classification which is nearest to but not less than their current rate of pay.
2. Any incumbents being paid over-range shall be green circled ( i.e. paid their existing rate plus all plus all negotiated increases) until such time as they may terminate their employment or transfer to another classification.
3. Subject to satisfactory performance, employees shall move to the next highest step on the pay grid for their classification on their anniversary of their date of hire. However, if the Employer neglects to do a performance appraisal within thirty (30) days of the annual due date for performance appraisals then the pay increment is automatic and retroactive to the performance appraisal due date.

**Hourly Rates of Pay**  
**Effective October 1, 2010**

<b>DEPARTMENT</b>	<b>Pay Steps</b>				
<b>Job Title / Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>ADMINISTRATION</b>					
Senior Finance Administrator	27.24	27.92	28.61	29.33	30.06
Finance Clerk	24.51	25.13	25.76	26.40	27.06
Municipal Liaison Officer	21.85	22.39	22.95	23.53	24.12
Planning & Lands Administrator	25.31	25.94	26.59	27.26	27.94
MMOS Clerk	24.51	25.13	25.76	26.40	27.06
Receptionist	20.96	21.49	22.02	22.57	23.14
Janitor	17.39	17.82	18.26	18.71	19.19
<b>COMMUNITY WORKS</b>					
Community Works Foreman	29.53	30.26	31.01	31.79	32.58
Heavy Equipment Operator	25.54	26.18	26.83	27.51	28.19
Garbage Truck Driver	20.88	21.41	21.94	22.49	23.05
Mechanic	33.39	34.22	35.07	35.95	36.84
Building Maintainer	24.44	25.05	25.68	26.32	26.97
DPW Foreman	29.53	30.26	31.01	31.79	32.58
General Labourer	19.10	19.58	20.07	20.57	21.08
<b>RECREATION</b>					
Recreation Coordinator	26.48	27.15	27.83	28.52	29.24
Recreation Attendant	18.98	19.46	19.94	20.44	20.95
Arena Attendant	20.32	20.83	21.36	21.89	22.43
Pool Attendant - Bronze Certification	15.08				
Pool Attendant - Silver Certification	20.10				
Pool Attendant - Gold Certification	25.13				

**NOTES:**

1. Any incumbents being paid over-range shall be green circled ( i.e. paid their existing rate plus all plus all negotiated increases) until such time as they may terminate their employment or transfer to another classification.
2. Subject to satisfactory performance, employees shall move to the next highest step on the pay grid for their classification on their anniversary of their date of hire. However, if the Employer neglects to do a performance appraisal within thirty (30) days of the annual due date for performance appraisals then the pay increment is automatic and retroactive to the performance appraisal due date.

**Hourly Rates of Pay**  
**Effective April 1, 2011**

<b>DEPARTMENT</b>	<b>Job Title / Classification</b>	<b>Pay Steps</b>				
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>ADMINISTRATION</b>						
	Senior Finance Administrator	27.92	28.62	29.33	30.06	30.81
	Finance Clerk	25.12	25.76	26.40	27.06	27.74
	Municipal Liaison Officer	22.40	22.95	23.52	24.12	24.72
	Planning & Lands Administrator	25.94	26.59	27.25	27.94	28.64
	MMOS Clerk	25.12	25.76	26.40	27.06	27.74
	Receptionist	21.48	22.03	22.57	23.13	23.72
	Janitor	17.82	18.27	18.72	19.18	19.67
<b>COMMUNITY WORKS</b>						
	Community Works Foreman	30.27	31.02	31.79	32.58	33.39
	Heavy Equipment Operator	26.18	26.83	27.50	28.20	28.89
	Garbage Truck Driver	21.40	21.95	22.49	23.05	23.63
	Mechanic	34.22	35.08	35.95	36.85	37.76
	Building Maintainer	25.05	25.68	26.32	26.98	27.64
	DPW Foreman	30.27	31.02	31.79	32.58	33.39
	General Labourer	19.58	20.07	20.57	21.08	21.61
<b>RECREATION</b>						
	Recreation Coordinator	27.14	27.83	28.53	29.23	29.97
	Recreation Attendant	19.45	19.95	20.44	20.95	21.47
	Arena Attendant	20.83	21.35	21.89	22.44	22.99
	Pool Attendant - Bronze Certification	15.46				
	Pool Attendant - Silver Certification	20.60				
	Pool Attendant - Gold Certification	25.76				

**NOTES:**

1. Any incumbents being paid over-range shall be green circled ( i.e. paid their existing rate plus all plus all negotiated increases) until such time as they may terminate their employment or transfer to another classification.
2. Subject to satisfactory performance, employees shall move to the next highest step on the pay grid for their classification on their anniversary of their date of hire. However, if the Employer neglects to do a performance appraisal within thirty (30) days of the annual due date for performance appraisals then the pay increment is automatic and retroactive to the performance appraisal due date.

**Hourly Rates of Pay**  
**Effective April 1, 2012**

<b>DEPARTMENT</b>	<b>Job Title / Classification</b>	<b>Pay Steps</b>				
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>ADMINISTRATION</b>						
	Senior Finance Administrator	28.62	29.34	30.06	30.81	31.58
	Finance Clerk	25.75	26.40	27.06	27.74	28.43
	Municipal Liaison Officer	22.96	23.52	24.11	24.72	25.34
	Planning & Lands Administrator	26.59	27.25	27.93	28.64	29.36
	MMOS Clerk	25.75	26.40	27.06	27.74	28.43
	Receptionist	22.02	22.58	23.13	23.71	24.31
	Janitor	18.27	18.73	19.19	19.66	20.16
<b>COMMUNITY WORKS</b>						
	Community Works Foreman	31.03	31.80	32.58	33.39	34.22
	Heavy Equipment Operator	26.83	27.50	28.19	28.91	29.61
	Garbage Truck Driver	21.94	22.50	23.05	23.63	24.22
	Mechanic	35.08	35.96	36.85	37.77	38.70
	Building Maintainer	25.68	26.32	26.98	27.65	28.33
	DPW Foreman	31.03	31.80	32.58	33.39	34.22
	General Labourer	20.07	20.57	21.08	21.61	22.15
<b>RECREATION</b>						
	Recreation Coordinator	27.82	28.53	29.24	29.96	30.72
	Recreation Attendant	19.94	20.45	20.95	21.47	22.01
	Arena Attendant	21.35	21.88	22.44	23.00	23.56
	Pool Attendant - Bronze Certification	15.85				
	Pool Attendant - Silver Certification	21.12				
	Pool Attendant - Gold Certification	26.40				

**NOTES:**

1. Any incumbents being paid over-range shall be green circled ( i.e. paid their existing rate plus all plus all negotiated increases) until such time as they may terminate their employment or transfer to another classification.
2. Subject to satisfactory performance, employees shall move to the next highest step on the pay grid for their classification on their anniversary of their date of hire. However, if the Employer neglects to do a performance appraisal within thirty (30) days of the annual due date for performance appraisals then the pay increment is automatic and retroactive to the performance appraisal due date.



**Hourly Rates of Pay**  
**Effective April 1, 2013**

<b>DEPARTMENT</b>	<b>Job Title / Classification</b>	<b>Pay Steps</b>				
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>ADMINISTRATION</b>						
	Senior Finance Administrator	29.34	30.07	30.81	31.58	32.37
	Finance Clerk	26.39	27.06	27.74	28.43	29.14
	Municipal Liaison Officer	23.53	24.11	24.71	25.34	25.97
	Planning & Lands Administrator	27.25	27.93	28.63	29.36	30.09
	MMOS Clerk	26.39	27.06	27.74	28.43	29.14
	Receptionist	22.57	23.14	23.71	24.30	24.92
	Janitor	18.73	19.20	19.67	20.15	20.66
<b>COMMUNITY WORKS</b>						
	Community Works Foreman	31.81	32.60	33.39	34.22	35.08
	Heavy Equipment Operator	27.50	28.19	28.89	29.63	30.35
	Garbage Truck Driver	22.49	23.06	23.63	24.22	24.83
	Mechanic	35.96	36.86	37.77	38.71	39.67
	Building Maintainer	26.32	26.98	27.65	28.34	29.04
	DPW Foreman	31.81	32.60	33.39	34.22	35.08
	General Labourer	20.57	21.08	21.61	22.15	22.70
<b>RECREATION</b>						
	Recreation Coordinator	28.52	29.24	29.97	30.71	31.49
	Recreation Attendant	20.44	20.96	21.47	22.01	22.56
	Arena Attendant	21.88	22.43	23.00	23.58	24.15
	Pool Attendant - Bronze Certification	16.25				
	Pool Attendant - Silver Certification	21.65				
	Pool Attendant - Gold Certification	27.06				

**NOTES:**

1. Any incumbents being paid over-range shall be green circled ( i.e. paid their existing rate plus all plus all negotiated increases) until such time as they may terminate their employment or transfer to another classification.
2. Subject to satisfactory performance, employees shall move to the next highest step on the pay grid for their classification on their anniversary of their date of hire. However, if the Employer neglects to do a performance appraisal within thirty (30) days of the annual due date for performance appraisals then the pay increment is automatic and retroactive to the performance appraisal due date.

## MEMORANDUM OF AGREEMENT

between -

**PUBLIC SERVICE ALLIANCE OF CANADA**

- and -

**HAMLET OF TALOYAOK**

RE: Continuanace of 8-Hour Work Days PIO

The Parties agree the following forms part of the Agreement:

In the negotiations which resulted in a first Collective Agreement between the Employer and the Union, the Employer and the Union agreed to implement an Hours of **Work** article, which included regularizing the daily scheduled hours of work to seven (7) consecutive hours, exclusive of an one (1) hour meal period. Employees working in Community Aerodrome Radio Station (CARS) were excluded from this provision in the hours of work.

Those employees, present incumbents only (PIO), whose normal scheduled hours of **work** were eight (8) consecutive hours per day, exclusive of an one (1) hour meal period, prior to ratification shall have their daily hours of work continued at eight (8) consecutive hours per day, exclusive of an one (1) hour meal period, until such time as either a) their employment with the Employer is terminated, or b) they are promoted or transferred to another position with the Employer.

# MEMORANDUM OF AGREEMENT

- between -

**PUBLIC SERVICE ALLIANCE OF CANADA**

- and -

**HAMLET OF TALOYAOK**

RE: 3<sup>rd</sup>-Party Funded Positions

The Parties agree the following forms part of the Agreement:

The Employer and the Union acknowledge that a number of employees are employed as a result of the Employer entering into contracts with other agencies for the provision of services. This Memorandum determines the 3<sup>rd</sup>-party funded positions and special provisions which apply to these 3<sup>rd</sup>-party funded positions.

Therefore the Employer and the Union agree:

1. The positions to which **this** Memorandum applies are:

ADMINISTRATION

Economic Development Officer  
Community Justice Outreach Worker

CARS

Head Observer / Communicator  
Observer / Communicator

AIRPORT OPERATIONS

Airport Maintainer

WELLNESS PROGRAMS

Wellness Coordinator  
CPNP Healthy Start Lead  
CPNP Healthy Start Worker  
Community Health Development Coordinator  
Healthy Foods North Coordinator  
Healthy Foods North Interventionist  
Inuit Societal Values Lead  
Inuit Societal Values Instructor  
Inukshuktuit Ayuruiqsagtut Program Lead  
Inukshuktuit Ayuruiqsagtut Program Worker

2. The 3<sup>rd</sup>-party funded positions listed in point #1 shall receive wages, allowances and benefits according to the level of funding realized from these special 3<sup>rd</sup>-party funded contracts, or according to the actual specifications of the contract on wages, allowances and benefits, as the case may be. Severance pay as provided for in Article 49 shall not apply to 3<sup>rd</sup>-party funded positions (for further clarification, this does not restrict the payment of severance pay which may be provided for under a 3<sup>rd</sup>-party funding contract.)
3. Notwithstanding the provisions of point #2, every employee in a 3<sup>rd</sup>-party funded position shall receive wage increases no less than the wages increase negotiated for other employees in Schedule A, and no employee in a 3<sup>rd</sup>-party funded position shall experience a reduction in any allowance or benefit as provided for in a 3<sup>rd</sup>-party funded contract.
4. The Employer shall provide the Union with the specifics of the wages, allowances and benefits which apply to each employee in a 3<sup>rd</sup>-party funded position, together therewith a copy of the relevant 3<sup>rd</sup>-party funding contract within thirty (30) days of ratification of the Agreement, and thereafter whenever there is a change in the wages, allowances or benefits, and upon the entering into of a new 3<sup>rd</sup>-party funding contract.

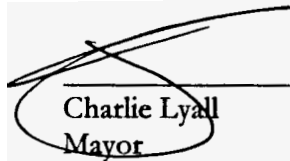
Further, the Employer and the Union agree:

5. Any new positions which the Employer wishes to establish under a 3<sup>rd</sup>-party funded contract shall be subject to the provisions of Article 32 – Classification.
6. No employee in a 3<sup>rd</sup>-party funded position shall experience a reduction in their rate of pay as a result of the implementation of this Memorandum.


Signed at Taloyoak, Nunavut on August 10, 2009 by the parties:

**Hamlet of Taloyoak**

**Public Service Alliance of Canada**




Charlie Lyall  
Mayor



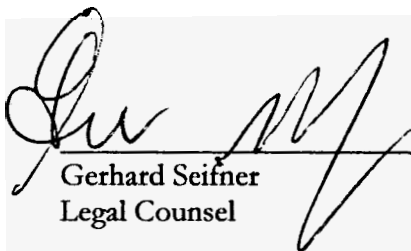
Jean-François Des Lauriers  
Regional Executive Vice-president - North



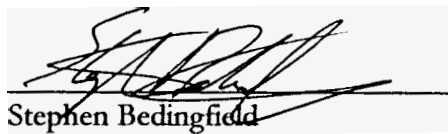
Christopher Dickson  
Senior Administrative Officer



Greg Sutherland  
Committee Member



Gerhard Seifner  
Legal Counsel



Stephen Bedingfield  
Negotiator

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