

# **Collective Agreement**

**between**

**Hamlet of Chesterfield Inlet**

**and**

**Public Service Alliance of Canada**

**(As represented by its agent Nunavut Employees Union)**

**Effective From: April 1, 2010  
To: March 31, 2013**

**Nunavut Employees Union  
P.O. Box 869  
Iqaluit NU X0A 0H0**

**Hamlet of Chesterfield Inlet  
P.O. Box 10,  
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## **Article 1**

### **Purpose of Agreement**

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

## **Article 2**

### **Interpretations and Definitions**

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada;
  - (b) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
  - (c) "Bargaining Unit" means all employees of the Hamlet of Chesterfield Inlet, Nunavut, excluding the Senior Administrative Officer and Finance Officer;
  - (d) "Casual Employee" means a person employed by the Employer for a period of a temporary duration not to exceed six (6) months. If for any reason the casual employment exceeds six (6) months, the employee in that position shall be considered an indeterminate employee, and shall be eligible to all rights and benefits as per this Collective Agreement, retroactive to the first day of employment as a casual employee;
  - (e) "Continuous Employment" means:
    - (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 ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his periods of

employment for purposes of superannuation, severance pay and vacation leave shall be considered as continuous employment with the Employer;

- (f) "Day of Rest" in relation to an employee means a Saturday and Sunday other than a Paid Holiday;
- (g) "Dependant" means a person who is:
  - (i) that employee's spouse (including common-law) ;
  - (ii) a child, step-child, and adopted child who:
    - 1) is under nineteen (19) years of age and dependent upon him/her for support; or
    - 2) being under twenty-one (21) years of age or more and dependent upon him/her by reason of full-time attendance at an Education Institution; or is wholly dependent upon him/her for support by reason of mental or physical infirmity;
- (h) "Employee" means a member of the Bargaining Unit;
- (i) "Employer" means the Hamlet of Chesterfield Inlet, Nunavut;
- (j) "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;
- (k) "Grievance" means a complaint in writing that an employee, group of employees or the Union submits to the Employer, or that the Employer submits to the Union, to be processed through the grievance procedure;
- (l) "Hamlet" means the Hamlet of Chesterfield Inlet, Nunavut;
- (m) "Lay-off" means an employee whose employment has been terminated because of lack of funds, lack of work or discontinuance of a function;
- (n) "Leave of Absence" means absence from duty with the Employer's permission;
- (o) "Manager" means the Senior Administrative Officer of the Employer or his designate;
- (p) "May" shall be regarded as permissive and "Shall" and "Will" as imperative;
- (q) "Membership Fees" means the fees established pursuant to the By-Laws of the Public Service Alliance of Canada as the fees payable by the members of the Bargaining Unit;

- (r) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position.
- (s) "Paid Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a Paid Holiday in this Agreement;
- (t) "Part-time employee" means an Employee who is employed by the Employer in a position with normally scheduled hours of work each week which are less than the normal hours of work scheduled in a week for full-time employees;
- (u) "Probation" means a period of nine (9) months (except for the classifications of Observer/Communicator, Foreman and Recreation Leader, which shall have a probation period of twelve (12) months) from the day upon which an employee is first appointed to the Employer or a period of three (3) months after an employee has been transferred or promoted. If an employee does not successfully complete his probationary period on transfer or promotion the Employer will make every reasonable effort to appoint him to a position comparable to the one from which he was transferred or promoted;
- (v) "Promotion" means the appointment of an employee to a new position, the rate of pay of which exceeds that of his former position;
- (w) "Rates of Pay"
  - (i) "daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Article 23;
  - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
  - (iii) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
  - (iv) "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12) ;
- (x) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union;
- (y) "Transfer" means the appointment of an employee to a new position that does not constitute a promotion or demotion;
- (z) "Union" means the Public Service Alliance of Canada as represented by its agent Nunavut Employees Union;

- (aa) "Week" for the purposes of this Agreement shall be deemed to commence at 12 midnight on Sunday and terminate at midnight on the following Sunday.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement if defined in the *Canada Labour Code* or in the Regulations made thereunder have the same meaning as given to them in the Code or Regulations.
- 2.03 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies.

### **Article 3**

#### **Recognition**

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

### **Article 4**

#### **Human Rights**

##### Freedom from Harassment

- 4.01 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 4.02 Cases of proven unwanted personal harassment, sexual harassment or abuse of authority by a person employed by the Employer is considered a disciplinary infraction and will be dealt with as such.

##### Personal Harassment

- 4.03 Personal harassment means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.

##### Sexual Harassment

- 4.04 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offence or humiliation; or
  - (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

### Abuse of Authority

- 4.05 Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.

### Grievances

- 4.06 Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 4.07 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 4.08 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

### Freedom from Discrimination

- 4.09 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, ethnic origin, citizenship, place of origin, creed, religion, age, disability, sex, sexual orientation, marital status, family status, pregnancy, lawful source of income, political affiliation, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.
- 4.10 The Employer will advise prospective employees prior to their employment that the Employer is a unionized workforce and that they are subject to paying union dues.
- 4.11 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes physically or mentally disabled.

### Freedom from Workplace Violence

- 4.12 "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.
- 4.13 Every employee is entitled to employment free of workplace violence.
- 4.14 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.

- 4.15 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 4.16 The Employer will take such disciplinary measures, as the Employer deems appropriate, against any person under the Employer's direction who subjects any employee to workplace violence.
- 4.17 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 4.18 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.
- 4.19 The Employer shall, after consulting with the Labour Management Committee, issue a policy statement concerning workplace violence which substantially conforms to the provisions of this article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

## **Article 5** **Application**

- 5.01 The provisions of this Agreement apply to the Union, the employees and the Employer.
- 5.02 The Employer and the Union shall share equally all costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

### Future Legislation

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

### Conflict of Provisions

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

**Article 6**  
**Strikes and Lockouts**

- 6.01 During the life of this Agreement there shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees.
- 6.02 No employee shall be required to cross any legal picket line. However, employees may be required to cross another employer's picket line to maintain essential services. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross a picket line.

**Article 7**  
**Managerial Responsibilities**

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

**Article 8**  
**Employer Directives**

- 8.01 The Employer shall provide the Union and the Local with a copy of all personnel directives.

**Article 9**  
**Outside Employment and Other Activities**

- 9.01 An employee can carry on any business, employment or activity outside his/her regularly scheduled hours of duty without interference from the Employer.
- 9.02 Employees are prohibited from carrying on any business, employment or activity outside their regularly scheduled hours of duty when such business, employment or activity is such that:
- (a) a conflict of duties may develop between an employee's regular work and his/her outside interests; and
  - (b) certain knowledge and information available only to Hamlet of Chesterfield Inlet personnel place the individual in a position where he/she can exploit the knowledge or information for personal gain.

**Article 10**  
**Union Access to Employer Premises**

- 10.01 The Employer shall permit access to its work premises of an accredited representative of the Union upon reasonable notice.

**Article 11**  
**Appointment of Representatives**

- 11.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer in writing with the names of all representatives within a reasonable period.

**Article 12**  
**Time-off for Union Business**

Conciliation or Arbitration Hearings (Disputes)

- 12.01 The Employer will grant leave with pay to a reasonable number of employees representing the Union before a Conciliation or Arbitration hearing.

Employee called as a Witness

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

Arbitration Hearing (Grievance): Employee who is Party to a Grievance

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

Employee who acts as a Representative

- 12.04 The Employer will grant leave with pay to the Representative of an employee who is a party to the grievance.

Employee called as a Witness

- 12.05 The Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

- 12.06 Where an employee and his representative are involved in the process of his grievance, he or they shall be granted reasonable time off with pay.

Contract Negotiations Meetings

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

Preparatory Contract Negotiations Meetings

- 12.08 The Employer will grant leave with pay to a reasonable number of employees to attend preparatory negotiations meetings.

### Meetings Between Employee Organizations And Management

- 12.09 The Employer will grant time-off with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

### Employee Organization Executive Council Meetings, Congress and Conventions

- 12.10 The Employer will grant reasonable leave without pay to a reasonable number of employees to attend executive council meetings and conventions of the Alliance, the Union, the Canadian Labour Congress and the Northern Territories Federation of Labour.

### Representatives Training Course

- 12.11 The Employer will grant reasonable leave without pay to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

### Time-off for Representatives

- 12.12 A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- 12.13 The Employer will grant leave without pay for two (2) employees:
- (a) to participate as delegates to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and
  - (b) to present briefs to commissions, boards and hearings that are mandated by Territorial legislation or the Federal Government.

### Leave For Elected Officers

- 12.14 Employee elected to a full-time paid position in the Union shall be granted leave of absence without pay for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Collective Agreement.
- 12.15 Upon reasonable notification, the Employer shall grant leave without pay to a Union representative seconded for a minimum period of one week to serve as President of the Union of a temporary basis.
- 12.16 The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Collective Agreement. Upon invoice the Union shall reimburse the Employer for the amounts so paid.

- 12.17 The benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.
- 12.18 Such employees shall be entitled to an increment for each year of their leave of absence to the maximum in their pay level of their applicable salary.
- 12.19 Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 12.20 Upon termination of their leave of absence such employees shall be offered as a minimum the position they held with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this clause of the Collective Agreement they shall provide the Employer with a three month notice of their intent to do so.
- 12.21 Notwithstanding Article 12.20, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should such employees bid on a completion and be the successful candidate.
- 12.22 Employees on leave of absence under this Article shall not accumulate seniority during the period of leave of absence.

### **Article 13**

#### **Union Membership Fees Deduction**

- 13.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 13.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 13.03 For the purpose of applying Article 13.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 13.04 No employee organization, other than the Union, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.05 The amounts deducted in accordance with Article 13.01 shall be remitted to:

The Comptroller of the Alliance  
233 Gilmour Street,  
Ottawa ON K2P 0P1

by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

- 13.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 13.07 The Employer agrees to identify annually on each employee's T4 slip the total amount of Membership Fees deducted for the preceding year.

## **Article 14** **Information**

- 14.01 The Employer agrees to provide the Union once per month of changes, with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, address, job classification, rate of pay, social insurance number and employment status of all employees in the Bargaining Unit.

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

- 14.02 The Employer agrees to provide all employees including new employees at the time of appointment a copy of the Collective Agreement.

### Provision Of Bulletin Board Space And Other Facilities

- 14.03 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.
- 14.04 The Employer shall make available to Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 14.05 The Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 14.06 The Employer will deliver any mail originating from the Union addressed to Employees of the Employer and sent to the Employer.

## **Article 15** **Paid Holidays**

### Paid Holidays

- 15.01 The following days are Paid Holidays for employees covered by this Collective Agreement:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
- (e) Canada Day;
- (f) The first Monday in August, or another day fixed by order of the Commissioner of the Nunavut;
- (g) Labour Day;
- (h) The day fixed by Order of the Commissioner as a general day of Thanksgiving;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) Nunavut Day – if proclaimed;
- (m) One additional day when proclaimed by an Act of Parliament as a National Holiday;
- (n) One or more additional days when proclaimed by the Mayor of the Hamlet of Chesterfield Inlet;
- (o) Where the Commissioner of the Nunavut agrees to provide the majority of employees in the community with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements, will be paid at the overtime rate for hours worked during that period.

15.02 A Paid Holiday under Article 15.01 does not apply to an employee who is absent without cause on both the working day immediately preceding and the working day following the Paid Holiday.

15.03 When a Paid Holiday under Article 15.01 coincides with an employee's day of rest (Saturday and Sunday), the Paid Holiday shall be moved to the employee's first working day following his day of rest.

15.04 When a Paid Holiday for an employee is moved to another day under the provisions of Article 15.03:

- (a) work performed by an employee on the day from which the Paid Holiday was moved shall be considered as work performed on a day of rest; and
  - (b) work performed by an employee on the day to which the Paid Holiday was moved shall be considered as work performed on a holiday.
- 15.05 When the Employer requires an employee to work on a Paid Holiday he shall be paid in addition to the pay that he would have been granted had he not worked on the Paid Holiday:
- (a) one and one-half (1½) times his hourly rate for the first four (4) hours worked; and
  - (b) twice (2) his hourly rate for hours worked in excess of four (4) hours; or
  - (c) an equivalent combination of pay and a day of leave at a later date convenient to both the employee and the Employer.
- 15.06 Where a day that is a Paid Holiday for an employee falls within a period of leave with pay, the Paid Holiday shall not count as a day of leave.
- 15.07 At the request of the employee, and where the operational requirements of the Employer permit, an employee shall not be required to work both Christmas and New Year's Day.

## **Article 16**

### **Leave – General**

- 16.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated the employee shall be considered to have earned that amount of leave with pay granted to him provided that:
- (a) an employee's employment is terminated by his death;
  - (b) an employee's employment is terminated by lay-off instituted at any time after he has completed one (1) or more years of continuous employment.
- 16.02 When an employee is in receipt of an extra allowance and is granted leave with pay, he is entitled during his period of leave with pay to continue to receive the allowance. An employee who is on leave of absence without pay is not entitled to receive any pay, benefits or allowances for the period of leave without pay, unless this Agreement specifically provides otherwise.
- 16.03 During the month of April in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick, compensatory and vacation leave credits as of the 31<sup>st</sup> day of March.

- 16.04 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;
  - (b) to a full day if the fractional entitlement is more than one-half day.

## **Article 17**

### **Vacation Leave**

#### Accumulation of Vacation Leave

- 17.01 For each month in which he works ten (10) or more days, an employee shall earn vacation leave at the following rates:
- (a) one and one-half ( $1\frac{1}{2}$ ) days per month until the month in which the anniversary of the second ( $2^{\text{nd}}$ ) year of continuous service is completed;
  - (b) one and two thirds ( $1\frac{2}{3}$ ) days per month commencing in the month after completion of two (2) years of continuous service and ending in the month that ten (10) years of continuous service is completed;
  - (c) two and one-twelfth ( $2\frac{1}{12}$ ) days per month commencing in the month after completion of ten (10) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed; or
  - (d) two and one half ( $2\frac{1}{2}$ ) days per month commencing in the month after completion of fifteen (15) years of continuous employment.
- 17.02 The accumulated service for part-time employees shall be counted for the vacation leave entitlements in Articles 17.01(b), (c) and (d).
- 17.03 Part-time employees shall be paid six (6), eight (8), ten (10) or twelve (12) percent of their total earnings in the fiscal year in accordance with their accumulated service in lieu of vacation leave to which they would otherwise be entitled.
- 17.04 Notwithstanding Article 17.01, Airport Observer/Communicators shall earn vacation leave at a rate equal to 88% of the rates specified in Article 17.01. Should the Airport Observer/Communicator's standard hours of work change, his/her vacation leave rate will be adjusted accordingly.

#### Granting of Vacation Leave

- 17.05 In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;

- (b) not to recall an employee to duty after he has proceeded on vacation leave;
- (c) to grant the employees his vacation leave during the fiscal year in which it is earned at a time specified by the employee;
- (d) to comply with any request made by an employee before October 31, that he be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by him in the current year;
- (e) to grant the employee vacation leave for at least up to six (6) consecutive weeks depending upon his vacation entitlements when so requested by the employee;
- (f) to grant employees their vacation leave preference and to give special consideration to employees with school aged children who wish to take their vacation leave during the school break and, where as between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Employer will prevail; and
- (g) to grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.

17.06 The Employer shall reply to the request for vacation leave submitted by the employee as soon as possible after the request has been received. If an employee's request for vacation leave for a period of five (5) days or more is not responded to within fourteen (14) calendar days after it has been received by the Manager, the employee's days have been deemed to have been granted. Where the Employer has proposed to change, reduce, or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction, or denial of vacation leave. Such change, reduction, or denial shall be subject to Article 37 of this Collective Agreement.

17.07 When an employee cannot make satisfactory travel arrangements he shall have the right to cancel his vacation leave request.

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

- (a) is granted special leave, when there is a death in his immediate family as defined in Article 18; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 18; or
- (c) is granted sick leave on production of a medical certificate,

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

Carry-over Provisions

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

No Recall from Vacation Leave

- 17.10 During any period of vacation leave with pay an employee who is in the Municipality may be recalled to duty by the Employer and the employee may return to work if he agrees to but may refuse to return if he so wishes. If the employee returns to work he shall not be considered as being on vacation leave during any period he returns to work and his vacation leave for this time shall be re-credited to his vacation leave for use at a later date.
- 17.11 When during any period of vacation leave an employee accepts a recall to duty, he shall be reimbursed for reasonable expenses that he incurs after submitting such accounts as are normally required by the Employer.

Leave When Employment Terminates

- 17.12 Where an employee dies or otherwise terminates his employment:
- (a) The employee or his estate shall, in lieu of earned but unused vacation leave and vacation pay (Article 17.01), be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment; or
  - (b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests because of a requirement to meet the minimum service requirements for severance pay.
- 17.13 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Article 17.12.

Vacation Travel Assistance

- 17.14 All employees and dependants on vacation leave shall be entitled to a pay out as follows:

Employee	\$2500
First Dependant	\$2400
Other Dependents	\$2150

To a maximum of \$9200, once each fiscal year.

- 17.15 Notwithstanding Article 17.14 above, an employee shall not receive transportation assistance under this Article during his first six (6) months of employment with the Employer.
- 17.16 An employee shall not receive Vacation Travel Assistance and incoming or ultimate removal assistance in the same half of any one fiscal year.

Travel Time

- 17.17 Vacations shall be lengthened by one (1) working day for the purpose of travel time of eight (8) hours or more, and monies for the one (1) day will be paid prior to the employees' vacation period.

**Article 18**  
**Special Leave**

- 18.01 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, step-child, adopted child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, daughter-in-law, sister-in-law, son-in-law and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 18.02 The Manager shall grant special leave earned with pay for a period of six (6) consecutive working days when there is a death in the employee's immediate family.
- 18.03 The Manager may grant an employee special leave with pay for a period of up to six (6) consecutive working days:

Illness in the Immediate Family

- (a) where a member of the immediate family becomes ill and the employee is required to care for his dependants or for the sick person; or
- (b) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.

Special Circumstances

- (c) Where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
- (i) serious household or domestic emergencies;
- (ii) a general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty;
- (iii) serious community emergencies, where the employee is required to render assistance.

- (iv) in the event of the death of the employee's aunt, uncle, niece or nephew.
- (v) in circumstances which are of general value to the Hamlet, such as where the employee:
  - 1) takes an examination which will improve his position or qualifications in the Hamlet;
  - 2) attends a course in civil defence training including Canadian Arctic Rangers (employees in these circumstances shall relinquish any remuneration, excluding expenses for such duty).

18.04 Special leave in excess of six (6) consecutive working days for the purposes enumerated in Articles 18.02 and 18.03 may only be granted with the Employer's approval.

18.05 An employee shall be granted special leave with pay up to a maximum of two (2) working days on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of two (2) working days on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days.

Under special circumstances the Employer may extend this period.

#### Casual Leave

18.06 Employees may be granted casual leave with pay to a maximum of four (4) hours for the following purposes:

##### Medical, Dental, Legal and School Appointments

- (a) Whenever it is necessary for an employee to attend upon his doctor, dentist, lawyer or school during working hours he may be granted casual leave for these purposes.
- (b) Whenever it is necessary for an employee to escort a dependant to doctor, dentist, lawyer or school appointments during working hours he shall be granted casual leave for these purposes;

18.07 Employees may be granted casual leave with pay to a maximum of one day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups.

### Elections

- 18.08 An employee shall be allowed four (4) hours to vote in Federal elections, three (3) hours to vote in Territorial and Municipal elections with no loss of pay (i.e. If polls close at 8:00 p.m. employees will leave work at 4:00 p.m. for Federal elections).
- 18.09 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

## **Article 19** **Sick Leave**

### Credits

- 19.01 An employee shall earn sick leave credits at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days for each calendar month for which he receives pay for at least ten (10) days.
- 19.02 Subject to (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of Paid Holidays) shall be charged against an employee's accumulated sick leave credits:
- (a) there shall be no charge against an employee's sick leave credits when his absence on account of illness is less than one-half day and the employee has been on duty for at least two hours;
  - (b) where the period of absence on account of illness is at least one-half day but less than a full day, one-half day only shall be charged as sick leave.
- 19.03 Unless otherwise informed by the Employer an employee must sign a statement describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties:
- (a) if the period of leave requested does not exceed three (3) working days; and
  - (b) if in the current fiscal year, the employee has not been granted sick leave on more than five (5) occasions wholly on the basis of statements signed by him.
- 19.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his duties due to illness:
- (a) for sick leave in excess of three (3) working days;
  - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave on five (5) occasions wholly on the basis of the statements signed by him.
- 19.05 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of funds and the employee returns to work upon expiration

of such leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

- 19.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he shall be granted sick leave in advance to a limit of five (5) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 19.07 An employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension.
- 19.08 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

#### Medical Travel Time

- 19.09 Every Employee who is proceeding to a medical centre or escorting a dependant or spouse, shall be granted leave of absence with pay. For the purposes of this provision only, an employee shall earn leave at the rate of half ( $\frac{1}{2}$ ) day for which he/she works ten (10) or more days, to a maximum of six (6) days per year. Unused leave under this provision may be carried forward, but in no event shall it exceed six (6) days. For any second or subsequent request for leave under this provision in the same calendar year, the Employer may grant further leave.

### **Article 20**

#### **Maternity Leave**

- 20.01 An employee who becomes 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. At the employee's request the Employer shall give her, within one week of her request, a clear understandable information package about maternity leave requirements and benefits.
- 20.02 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.

20.03 Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".

Maternity-related Reassignment or Leave

20.04 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 of absence without pay for the duration of her pregnancy.

Maternity Leave Allowance

20.05 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.

20.06 A recipient under Article 20.05 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.

20.07 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 20.06, 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 months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.

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

20.09 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 20.09(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 20.09(a) shall be the prorated weekly rate of pay for her classification and position averaged over the six month period of continuous employment immediately preceding the commencement of the 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 payments under Article 20.09(a), the payments shall be adjusted accordingly.
- (e) Maternity leave allowance payments will neither reduce nor increase an employee's deferred remuneration or severance pay.

#### Other Benefits During Leave

- 20.10 An employee returning to work from maternity leave retains her sick leave, special leave and vacation leave accumulated prior to taking leave.
- 20.11 If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.
- 20.12 Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.

### **Article 21**

#### **Parental Leave**

- 21.01 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 during 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.
- 21.02 An employee who intends to request parental leave without pay shall make every effort to provide reasonable notice to the Employer. 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.

- 21.03 Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".

Parental Leave Allowance

- 21.04 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.

- 21.05 A recipient under Article 21.04 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.

- 21.06 Should the employee fail to return to work in accordance with the provisions of Article 21.05, 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.

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

- 21.08 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 eight (8) 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.

- 21.09 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 ten (10) weeks.

- 21.10 (a) For a full-time employee the weekly rate of pay referred to in Articles 21.08 and 21.09 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 21.08 and 21.09 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.
- 21.11 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- 21.12 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 payments under Article 21.04, the payments shall be adjusted accordingly.
- 21.13 Parental leave allowance payments will neither reduce nor increase an employee's deferred remuneration or severance pay.
- 21.14 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.
- 21.15 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.
- 21.16 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 twenty (20) weeks for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of fifty-two (52) weeks for both employees combined.

#### Other Benefits During Leave

- 21.17 An employee returning to work from parental leave retains his/her sick leave, special leave and vacation leave accumulated prior to taking leave.
- 21.18 If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.

## **Article 22**

### **Other Types of Leave**

#### Court Leave

- 22.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
- (a) to serve on a jury, or jury selection;
  - (b) by subpoena or summons to attend as a witness in any proceeding held:
    - (i) in or under the authority of a court of justice or before a grand jury;
    - (ii) before a court, judge, justice, magistrate, or coroner;
    - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
    - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
    - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

#### Injury on Duty Leave

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

if the employee agrees to pay the Employer any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or his agent has paid the premium.

#### Quarantine

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

Discretionary Leave

22.04 The Employer may grant Discretionary Leave of two (2) days with pay to any Employee. One day written notice must be given to the Employer

Emergency Leave

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

Compassionate Care Leave

- 22.06 (a) Both parties recognize the importance of access to leave to provide care and support to a gravely ill family member who has a significant risk of death.
- (b) For the purpose of this article, the definition of family member in the compassionate leave care provisions in the Nunavut *Employment Standards Act* shall apply.
- (c) An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
- (i) the day the certificate was issued; or
  - (ii) if the leave was commenced before the certificate was issued, the day the leave was commenced.

A certificate from another 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.

- (d) An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer..
- (e) An employee who is granted compassionate care leave shall return to work immediately upon the expiry of that leave.

Request for Leave

- (f) Appropriate leave forms must be completed and forwarded to the Manager.

### Benefits during Leave

- (g) Employees returning to work from compassionate care leave retain any leave credits accumulated prior to taking leave.
- (h) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.
- (i) Compassionate care leave utilized by more than one employee for care of the same family member shall not exceed a total of eight (8) weeks combined.

## **Article 23** **Hours of Work**

### Hours of Work

- 23.01 The weekly scheduled hours of work assigned to classifications are included in Appendix "A" - Rates of Pay.
- 23.02 The weekly hours of work indicate a five (5) day work week Monday to Friday inclusive and a scheduled work day of seven and one-half (7½) or eight (8) hours as is appropriate, exclusive of a lunch period. The hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m.
- 23.03 The Airport Observer/Communicators shall work flexible hours. The Employer shall determine the schedule. The normal hours of work for the Fire Chief/By-law Officer shall be 1:00 p.m. to 2:00 a.m.
- 23.04 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid-afternoon. An employee may absent himself from his place of work during such rest periods.
- 23.05 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the shift as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

### Shift Work

- 23.06 There shall be no shift work.

## **Article 24** **Part Time Employees**

- 24.01 Part time employees shall be entitled for all eligible benefits provided under this Agreement in the same proportion as the employee's scheduled hours of work compare to the standard work week for that classification.

## **Article 25**

### **Casual Employees**

- 25.01 Casual employees shall receive the following benefits:
- (a) Settlement Allowance – paid hourly; and
  - (b) Vacation pay at 6% – paid hourly.
- 25.02 Effective July 1, 2003, casual employees shall accumulate and carry over their continuous service time. After a casual worker accumulates 2080 hours of work in a period of three (3) consecutive calendar years, he becomes eligible to move up another step on the wage grid until the maximum is reached.

## **Article 26**

### **Overtime**

- 26.01 In this Article:
- (a) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position. Unless sent home early by the Employer, or on leave with pay, an employee must work his full daily shift on a normal work day or overtime will not be paid until after the required shift hours are worked;
  - (b) "Straight time rate" means the hourly rate of remuneration;
  - (c) "Time and one-half" means one and one-half times the straight time rate;
  - (d) "Double time" means twice the straight time.
- 26.02 An employee who is required to work overtime shall be paid overtime compensation for each fifteen (15) minutes of overtime worked by him subject to a minimum payment of fifteen (15) minutes at the overtime rate when the overtime work is authorized in advance by the Employer.
- 26.03 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.

#### Allocation of Overtime

- 26.04 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.

26.05 Except in case of emergencies an employee may, for cause, refuse to work overtime, providing he places his refusal in writing.

26.06 Notwithstanding the permission granted by the Employer to engage in business or employment outside his regularly scheduled hours of duty under Article 9, such business or employment may not be approved as a cause to refuse to work overtime.

#### Compensation for Overtime Worked

26.07 Overtime work shall be compensated as follows:

- (a) at time and one-half for all hours except as provided in Article 26.07(b);
- (b) at double time for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time for all hours worked on a Sunday or subsequent day of rest;
- (c) in lieu of (a) and (b) above, the Employer may grant, at the Employee's request, equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee.

### **Article 27**

#### **Pay**

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

27.02 Employees shall be paid on a biweekly basis with pay days being every second Friday.

27.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the two (2) weeks following the day when such compensation was earned.

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

#### Acting Pay

27.04 When an employee is required in writing, by the Manager to perform the duties of a higher level position on an acting basis, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to the higher level position for the period in which he acts.

### Salary Increases

- 27.05 The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed and not later than the day in which any subsequent salary increases become effective.
- 27.06 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the month following the month in which the Agreement is signed.
- 27.07 Employees shall receive a step increase on the appropriate pay schedule set out in Appendix "A" effective April 1<sup>st</sup> each year until the employee reaches the maximum step on the pay schedule. Employees shall not be entitled to receive a step increase in the same calendar year as the employee was hired.

### Municipal Service and Land Lease Payments

- 27.08 Employees are encouraged to authorize the Employer to deduct municipal service and land lease payments from the employee's pay.
- 27.09 When an employee has a municipal services or land lease debt owing to the Employer, and the debt has been owing for at least sixty days, the Employer may, after notifying the employee, deduct the amounts owing to the Employer from the employee's pay.
- 27.10 All debts owing by an employee to the Employer for municipal services and land lease payments shall be deducted from the employee's pay of the last pay day prior to March 31<sup>st</sup>.

### Garnishee

- 27.11 The Employer shall not dismiss, suspend, lay off, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.

### Reporting Pay

- 27.12 If an employee reports to work on his regularly scheduled shift and there is insufficient work available he is entitled to four (4) hours pay.
- 27.13 If an employee is directed to report for work on a day of rest or on a Paid Holiday, he shall be paid for the day at the applicable overtime rates.
- 27.14 If an employee is directed to report for work outside of his regularly scheduled hours, he shall be paid the greater of:
  - (a) compensation at the appropriate overtime rate; or

- (b) compensation equivalent to four (4) hours pay at the straight time rate for each time he is required to report for work.

Call-back Pay

- 27.15 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the straight-time rate.

Stand-by Pay

- 27.16 Should employees be required to be on standby the Employer agrees to negotiate with the Union the rates of pay and rules and regulations governing standby.
- 27.17 The Fire Chief/By-law Officer shall receive a premium of one dollar and seventy-five cents (\$1.75) per hour for each hour worked between 2:00 a.m. and 8 a.m.

**Article 28**  
**Duty Travel**

- 28.01 An employee who is authorized to travel on Hamlet business will be reimbursed for reasonable expenses incurred.

Travel on Behalf of Employer

- 28.02 Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (a) when the travel occurs on a regular workday, as though he were at work for all hours travelled;
  - (b) when the travel occurs on a day of rest or Paid Holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- 28.03 For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- 28.04 The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.

- 28.05 Where an employee is absent from home on a Designated Paid Holiday or day of rest and does not work, he shall receive payment at time and one-half (1½x) his rate of pay or be granted the equivalent leave with pay.

## **Article 29** **Job Description**

### **Job Description**

- 29.01 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 written Job Description for the position to which he is assigned.
- 29.02 Upon written request, an employee shall be entitled to a complete and current Job Description and responsibilities of his position.

## **Article 30** **Classification**

- 30.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 30.02 Where an employee believes that he has been improperly classified with respect to his position, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his Job Description before he files a grievance under Article 37 Adjustment of Disputes.

## **Article 31** **Seniority**

- 31.01 Seniority is defined as length of service with the Employer in the bargaining unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining preference for promotions, vacancies, transfers, demotions, lay-offs, recall, and as set out in other provisions of this collective agreement.
- 31.02 A newly hired employee shall be on probation for a period defined in Article 2.01(u). During the probationary period, the employee shall be entitled to all rights and benefits of this agreement except as otherwise provided. After completion of the probationary period, seniority shall be effective from the original date of employment.

- 31.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the union and shall be kept up-to-date by the Employer.
- 31.04 An employee shall lose his seniority in the following circumstances:
- (a) if he is discharged for just cause and is not reinstated;
  - (b) if he resigns voluntarily;
  - (c) if, following lay-off, he fails to return to work in accordance with Article 50.05 .

### **Article 32**

#### **Vacancies, Job Postings, Promotions and Transfers**

- 32.01 Advertisements for jobs with the Employer shall be posted at appropriate locations, including bulletin boards.
- 32.02 In cases of promotions, the trial period shall be three (3) months. In the event of a promotion, if the employee is not able or does not wish to complete the trial period, or cannot satisfactorily perform the job following the trial period, he shall be returned to his former position, wage or salary level, without loss of seniority, provided that the former position is vacant.
- 32.03 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but shall not accumulate further seniority.

### **Article 33**

#### **Education and Training**

- 33.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees upon the recommendation of the Manager and with the approval of the Employer.
- 33.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall be granted only to meet the identified needs.
- 33.03 Full financial assistance in respect of salary, tuition, travelling and other expenses shall be granted during such leave:
- (a) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work; or

- (b) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work; or
  - (c) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
- 33.04 Refund of tuition fees, in respect of courses may be made on receipt of evidence of successful completion, if the course is of value to the employee's work and does not require the employee to be absent from duties.
- 33.05 Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Employer for a period equivalent to the leave.
- 33.06 Where a request for leave under Articles 33.01 and 33.03 has been submitted by an employee, the Employer shall, within a reasonable period from the date of the employee's submission, advise the employee whether his request has been approved or denied.

## **Article 34**

### **Employee Performance Review and Employee Files**

#### Formal Review of Employee Performance

- 34.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss the document with an Union Representative and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 37 to correct any factual inaccuracies in his performance appraisal.
- 34.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and that every effort be made to develop the career potentials of each individual through in-service training, retraining or any other facets of career development which may be available.
- 34.03 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware by the provision of a copy thereof at the time of filing.
- 34.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

- 34.05 Upon written request of an employee, the personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer and the Union.
- 34.06 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half ( $\frac{1}{2}$ ) of the period for which the employee's performance is evaluated or have input from another person who has so observed the employee.

### **Article 35**

#### **Suspension and Discipline**

- 35.01 The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself against it. No employee shall be subject to discharge or discipline except for just cause.
- 35.02 The Employer shall notify the appropriate Union Representative when discipline occurs.
- 35.03 Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a representative of the Union in attendance.
- 35.04 In the event of a suspension without pay of thirty (30) days or longer or a termination, the Labour/Management committee shall meet to review the disciplinary action and shall attempt to resolve the matter within four (4) days of the disciplinary action.

### **Article 36**

#### **Cooling-off Period**

- 36.01 An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within two (2) working days. Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge. The Employer shall not consider requests to return to work after two (2) working days.
- 36.02 This Article shall not limit the Employer's ability to discipline the employee nor shall it limit the employee's ability to grieve any discipline.

