

Collective Agreement

between

Hamlet of Baker Lake

and

Public Service Alliance of Canada

(As represented by its agent Nunavut Employees Union)

Effective From: April 1, 2009

To: March 31, 2012

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

**Hamlet of Baker Lake
P.O. Box 149,
Baker Lake NU X0C 0A0**

Table of Contents

Article 1 Purpose of Agreement.....	1
Article 2 Interpretation and Definitions.....	1
Article 3 Recognition	4
Article 4 Application	5
Article 5 Strikes and Lockouts.....	5
Article 6 Management Rights.....	5
Article 7 Employer Directives	6
Article 8 Union Access to Employer Premises	6
Article 9 Appointment of Representatives	6
Article 10 Time Off for Union Business.....	6
Article 11 Union Membership Dues Deduction.....	8
Article 12 Information.....	9
Article 13 Seniority	9
Article 14 Provision of Bulletin Board Space & Other Facilities	10
Article 15 Designated Paid Holidays	10
Article 16 Leave – General.....	12
Article 17 Vacation Leave	12
Article 18 Special Leave.....	15
Article 19 Sick Leave.....	18
Article 20 Maternity Leave	19
Article 21 Parental Leave.....	21
Article 22 Other Types of Leave.....	22
Article 23 Hours of Work	25
Article 24 Overtime.....	26
Article 25 Pay	27
Article 26 Reporting Pay and Standby.....	28
Article 27 Job Description.....	30
Article 28 Classification	30
Article 29 Vacancies, Job Postings, Promotions and Transfers	30
Article 30 Employee Performance Review and Employee Files	31

Article 31 Harassment.....	32
Article 32 Workplace Violence.....	33
Article 33 Adjustment of Disputes	33
Article 34 Suspension and Discipline	36
Article 35 Labour/Management Committee.....	37
Article 36 Safety and Health	37
Article 37 Civil Liability	37
Article 38 Cooling Off Period - 2 Working Days.....	38
Article 39 Lay-off and Job Security.....	38
Article 40 Apprentices	39
Article 41 Trades.....	40
Article 42 Pension and Group Benefit Plans.....	41
Article 43 Housing Allowance.....	42
Article 44 Settlement Allowance	43
Article 45 Weather Conditions	43
Article 46 Technological Change	44
Article 47 Security of Agreement.....	44
Article 48 Outside Employment	45
Article 49 Social Justice Fund.....	45
Article 50 Re-opener of Agreement.....	46
Article 51 Duration and Renewal.....	46
Appendix A Hourly Rates of Pay.....	2
Third-Party Funded Positions	9

Article 1

Purpose of Agreement

- 1.01 The purpose of this Agreement is 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.

Article 2

Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of Position" occurs when an employee has not reported for work, and no one has notified the Employer, for a period of five (5) consecutive working days. Employees who have abandoned their position shall be discharged.
 - (b) "Agreement" means this Collective Agreement
 - (c) "Alliance" means the Public Service Alliance of Canada.
 - (d) "Allowance" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of his position.
 - (e) "Bargaining Unit" means all employees of the Hamlet of Baker Lake, Nunavut, excluding the forepersons, chief and members of the fire brigade, senior administrative officer, assistant senior administrative officer, Hamlet secretary and casual employees who do not work on a regular basis, as amended by the Canada Industrial Relations Board on October 1, 1999.
 - (f) "Casual employee" means a person employed by the Employer for work of a temporary nature not exceeding six (6) months duration. The Employer shall ensure that a series of casual employees will not be employed in lieu of establishing a full time position or filling a vacant position.
 - (g) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his spouse, and lives and intends to continue to live with that spouse as if that person were his spouse.
 - (h) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment.

- (i) "Continuous Employment" means:
 - (i) with reference to reappointment of a layoff 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 or abandonment of position and is re-employed within a period of three months, his periods of employment for purposes of sick leave, vacation leave and travel benefits shall be considered as continuous employment with the Hamlet.
- (j) "Day" means working day or regularly scheduled daily hours of work.
- (k) "Day of rest" means a day other than a holiday on which the employee is not ordinarily required to perform the duties of his position, other than by reason of his being on leave of absence.
- (l) "Demotion" means the appointment of an employee, for reasons of misconduct, incompetence or incapacity, to another position for which the maximum pay is less than that of his former position.
- (m) "Dependent" means a person residing with the employee, who is the employee's spouse, including common-law, child, step-child, adopted child who is under nineteen (19) years of age and dependent on him for support, or under twenty-one (21) years of age and in full time attendance at an educational institution, or being nineteen (19) years of age or more and dependent upon him by reason of mental or physical infirmity or any other relative of the employees' household who is wholly dependent upon him for support by reason of mental or physical infirmity.
- (n) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement.
- (o) "Employee" means a person employed by the Hamlet, who is a member of the bargaining unit and includes:
 - (i) "Full-time employee", means a person employed on a continuing basis and who works the standard work day, week or month for an indeterminate period.
 - (ii) "Part-time employee" means a person employed on a continuing basis, but less than a standard work day, week or month for an indeterminate period. Full-time hours of work

for short periods of time shall not change the status of such employee to a "full-time employee."

- (iii) "Seasonal employee" means a person employed continuously for a minimum of six (6) months in work, which is not continuous through out the year, but re-occurs in successive years.
- (p) "Employer" means the Hamlet Council of Baker Lake.
- (q) "Fiscal year" means the period of time from April 1, in one year to March 31, in the following year.
- (r) "Grievance" means a complaint in writing that is processed through the grievance procedure.
- (s) "Leave of absence" means absence from duty with the Employer's permission.
- (t) "Manager" means the Senior Administrative Officer.
- (u) "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, and shall not include any initiation fee, insurance premium or any other levy.
- (v) "Probation" means a period of one (1) year from the day upon which an employee is first hired by the Hamlet or a period of six (6) months after an employee has been transferred or promoted from within the Hamlet. If an employee does not successfully complete his probationary period on transfer or promotion, the Employer will make every reasonable effort to place him in a position comparable to the one from which he was transferred or promoted.
- (w) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.
- (x) "Rates of Pay" shall be as per Appendix "A" of this Collective Agreement.
- (y) "Representative" means an employee who has been elected or appointed as a Shop Steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (z) "Seniority" means length of continuous service with the Employer.

- (aa) "Service" means employment with the Hamlet, which is uninterrupted except for periods of less than three (3) months for medical or educational reasons. Seasonal employees shall accumulate all periods of employment.
 - (bb) "Supervisor" means the one in charge of a working unit of a department and includes any person designated to act in his stead.
 - (cc) "Transfer" means the appointment of an employee to another position, that does not constitute a promotion or demotion.
 - (dd) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Sunday and terminate at midnight on Saturday.
 - (ee) "Union" means the Public Service Alliance of Canada, as represented by its agent the Nunavut Employees Union. The Union was certified as bargaining agent on December 20, 1999.
- 2.02 Where the masculine gender is used, it shall be considered to include the feminine gender, unless any provision of this Agreement otherwise specifies.
- 2.03 "May" shall be regarded as permissive and "shall" and "will" as imperative.
- 2.04 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.

Article 3

Recognition

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

Freedom from Discrimination

- 3.02 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, gender expression, 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.

- 3.03 An Affirmative Action program jointly agreed to by the Labour/Management Committee will not be deemed to be discriminatory.
- 3.04 The Employer will advise prospective employees that the Hamlet is a unionized work place.

Article 4

Application

- 4.01 The provisions of this Agreement apply to the Union, the employees and the Employer.
- 4.02 The Employer and the Union shall equally share the cost of printing and distributing this Collective Agreement. The Union shall facilitate the printing and distribution.
- 4.03 Part-time employees shall be entitled to all benefits provided under the Agreement, which they may be eligible for in the same proportion as their weekly hours of work compare to the standard work week.

Article 5

Strikes and Lockouts

- 5.01 During the life of the 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.

Article 6

Management Rights

- 6.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer, except as may be otherwise specifically provided for in this Agreement, and without limiting the generality of the forgoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures in the operation of the Hamlet;
 - (b) to maintain order, discipline and efficiency and, in connection therewith, to establish and enforce rules and regulations;
 - (c) to plan, direct, organize and control the work of the employees and the operations of the Hamlet. This includes the introduction of new and improved methods, facilities and equipment, and to control the amount of supervision necessary and work schedules;

- (d) to direct employees, including hiring, transfer, lay-off, recall, promotion, demotion, classification and assignments of duties, and to suspend, discharge, or otherwise discipline employees for just cause.

Article 7
Employer Directives

- 7.01 The Employer shall provide the Union with a copy of all personnel directives.

Article 8
Union Access to Employer Premises

- 8.01 Upon reasonable notification, the Employer will permit an accredited representative of the Union access to the Employer's work premises.

Article 9
Appointment of Representatives

- 9.01 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will confirm the appointments in writing within a reasonable period.

Article 10
Time Off for Union Business

Arbitration Hearings

- 10.01 The Employer shall grant leave with pay to an employee, who during his regular hours of work is called as a witness in an arbitration hearing, for the time required to give his testimony.
- 10.02 The Employer shall grant leave with pay to an employee who is the grievor in an arbitration hearing, where said employee's attendance at the hearing is during his normal hours of work.
- 10.03 Where an employee and his Representative are involved in the process of his grievance, they shall be granted reasonable time off to discuss the grievance.

Contract Negotiations Meetings

- 10.04 Where operational requirements permit, the Employer will grant leave with pay for three (3) employees for the purpose of attending contact negotiations, during their regular working hours, on behalf of the Union for the duration of such negotiations

Preparatory Contract Negotiations Meetings

- 10.05 Where operational requirements permit, the Employer will grant leave with pay for two employees to attend preparatory negotiations meetings.
- 10.06 Where operational circumstances permit, the Employer will grant reasonable leave without pay for one employee to attend executive council meetings and conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the Northern Territories Federation of Labour, or to participate in conferences and hearings established by Government where the subject matter is of interest to organized labour.

Representatives Training Course

- 10.07 Where operational circumstances permit, the Employer will grant reasonable leave without pay to employees who have been appointed as Representatives on behalf of the Union to undertake training related to the duties of a Representative.

Time off for Representatives

- 10.08 A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- 10.09 The Representative shall report back to his supervisor before resuming to his normal duties.

Full-time Union Position

- 10.10 Employees 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.
- 10.11 The benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.
- 10.12 Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 10.13 Upon termination of their leave of absence such employees shall be offered as a minimum the position they held with the Employer 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.

- 10.14 Notwithstanding Article 10.13, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should such employees bid on a competition and be the successful candidate.

Article 11

Union Membership Dues Deduction

- 11.01 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.
- 11.02 The Union shall inform the Employer in writing of the Membership Fees to be checked off for each employee within the Bargaining Unit thirty (30) days prior to implementation.
- 11.03 For the purpose of applying Article 11.01, 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.
- 11.04 From the date of signing and for the duration of this Agreement, no employee organization, other than the Union, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 11.05 The amounts deducted in accordance with Article 11.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, 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.
- 11.06 The Employer agrees to identify annually on each employee's T4 slip the total amount of Membership Fees deducted for the preceding year.
- 11.07 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- 11.08 The Alliance 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.

Article 12 **Information**

12.01 The Employer agrees to provide the Union on a quarterly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, address, job classification, social insurance number 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.

12.03 The Employer shall provide each employee with a copy of the Collective Agreement.

12.04 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon his appointment.

12.05 The Employer shall have the Collective Agreement translated into the local dialect of Inuktitut within six (6) months of the Employer receiving the English version of the Collective Agreement. The Employer will provide an Inuktitut version of the Collective Agreement to any employee who requests an Inuktitut version. In case of a dispute, the English version of the Collective Agreement shall govern.

12.06 The Union shall pay the costs of printing all copies of the Collective Agreement.

Article 13 **Seniority**

13.01 Seniority shall be applied on a Bargaining Unit wide basis.

13.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every twelve (12) months.

13.03 An employee shall lose his seniority and his employment shall be terminated in the following circumstances:

- (a) if he is discharged for just cause;

- (b) if he resigns;
- (c) if he abandons his position;
- (d) if he is on lay-off for more than twelve (12) months; and
- (e) if, following lay-off, he fails to return to work in accordance with Article 39.06.

Article 14

Provision of Bulletin Board Space & Other Facilities

- 14.01 The Employer shall provide appropriate space for approved bulletin boards should the Union wish to install same for posting information to employees and for placement of bulk quantities of literature of the Union.
- 14.02 The Employer will pass on to an employee any mail from the Union addressed to that employee.
- 14.03 The Employer shall, if available, provide a suitable meeting room to be used from time to time for conducting business related to the Bargaining Unit

Article 15

Designated Paid Holidays

Designated Paid Holidays

- 15.01 The following days are Designated 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) Nunavut Day – July 9
 - (g) The first Monday in August;
 - (h) Labour Day;

- (i) Thanksgiving Day;
 - (j) Remembrance Day;
 - (k) Christmas Day;
 - (l) Boxing Day.
 - (m) A paid holiday shall also be granted to all employees on any holiday proclaimed by the Government of Canada, the Commissioner of the Nunavut, by motion of the Hamlet Council (e.g. Nunavut Claim Settlement Day; Hamlet Day, etc.)
 - (n) The employees shall be off duty at 1200 noon on Christmas Eve and New Years Eve.
- 15.02 No employee is entitled to be paid in respect of a Designated Paid Holiday, where:
- (a) he has not worked for the Employer a total of thirty (30) days during the preceding twelve (12) months;
 - (b) he did not report to work on that day after having been called to work on that day; or
 - (c) without the consent of the Employer, he has not reported for work on either his last regular working day preceding, or his first working day following, the Designated Paid Holiday.

Holiday Falling on a Day of Rest

- 15.03 When a Designated Paid Holiday coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his day of rest.
- 15.04 When a Designated 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 Designated Paid Holiday was moved shall be considered as work performed on a day of rest; and
 - (b) work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.
- 15.05 Where the Employer requires an employee to work on a Designated Paid Holiday, he shall be paid in addition to the pay that he would have received had he not worked on the Designated Paid Holiday:

- (a) Double time (2x) the hourly rate for all hours worked.
 - (b) An employee who is required to work on a Designated Paid Holiday shall have the option of being paid for said work or having it applied to his overtime bank, as provided in Article 24 of this Agreement.
- 15.06 Part-time employees shall be eligible for Designated Paid Holidays as provided herein. However, they shall receive payment for said Designated Paid Holidays based on their average daily straight-time hours worked over their period of employment with the Employer, or over the previous eight (8) week period, whichever is the lesser (i.e. the employee's straight-time hours worked in the eight (8) week period prior to the Designated Paid Holiday shall be totalled and first divided by eight (8) and the resulting quotient is then divided by five (5), which provides the average daily hours to be applied to the employee's hourly rate of pay to obtain his entitlement).
- 15.07 At the request of an employee and where operational requirements permit an employee shall not be scheduled to work both Christmas and New Year's Day. An employee shall not have such a request denied in two (2) consecutive years.

Article 16

Leave – General

- 16.01 When an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated by disability or death, the employee shall be considered to have earned that amount of leave with pay granted to him.
- 16.02 During the month of April in each year, the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.
- 16.03 When the Employer rejects an employee's application for leave, the detailed reasons for the rejection shall be provided to the employee in writing forthwith.
- 16.04 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.

Article 17

Vacation Leave

Accumulation of Vacation Leave

- 17.01 For each month of a fiscal year in which a full-time employee receives ten (10) days' pay, he shall earn vacation leave at the following rate:
- (a) One and one-quarter ($1\frac{1}{4}$) days each month until the month in which the anniversary of the second (2nd) year of continuous employment is completed.
 - (b) One and two-thirds ($1\frac{2}{3}$) days each month commencing in the month after completion of two (2) years of continuous employment.
 - (c) Two and one-twelfth ($2\frac{1}{12}$) days each month commencing in the month after completion of fifteen (15) years of continuous employment.
 - (d) Two and one-half ($2\frac{1}{2}$) days each month commencing in the month after completion of twenty-three (23) years of continuous employment.
- 17.02 Other employees shall receive six (6) percent of their straight time earnings until completion of their second (2nd) year of continuous employment; eight (8) percent of their straight time earnings after completion of two (2) years of continuous employment; and ten (10) percent of their straight time earnings after completion of fifteen (15) years of continuous employment.

Granting of Vacation Leave

- 17.03 In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
 - (b) not recall an employee to duty after he has proceeded on vacation leave;
 - (c) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
 - (d) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements, when so requested by the employee;
 - (e) grant employees their vacation leave preference and, where two (2) or more employees express a preference for the same period of vacation leave seniority will prevail;
- 17.04 Where the operational requirements of the service are such that an employee is not permitted to take his vacation leave during the months

of June to September inclusive in one (1) fiscal year, special consideration will be given to his being granted his vacation leave during the months of June to September in the next fiscal year, which may include giving him preference over employees with more seniority.

Carry-over Provisions

- 17.05 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 cash in the month of May.
- 17.06 Where in respect of any period of vacation leave, an employee is granted special leave or sick leave, 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 re-instated for use at a later date.

Leave When Employment Terminates

- 17.07 Where an employee dies or otherwise terminates his employment, the employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment.
- 17.08 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 17.05. If after reasonable efforts, the Employer is unable to locate the employee within six (6) months of termination, his entitlement shall lapse.
- 17.09 Due to emergency operational requirements the Employer may alter an employee's vacation period after it has been approved. In this event, the employee will report, within a reasonable amount of time, any cost which he will incur as a result of the cancellation of his vacation (i.e. non-refundable airline tickets, etc.) and the Employer will reimburse the employee for said costs.
- 17.10 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expense, that he incurs:
- (a) in proceeding to his place of duty;
 - (b) in respect of any non-refundable deposits or prearrangements associated with his vacation;

- (c) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;

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

- 17.11 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Article 17.09 to be reimbursed for reasonable expenses incurred by him.

Vacation Travel Assistance

- 17.12 Effective April 1, 2009, all employees and dependants over the age of two (2) on vacation leave shall be entitled to a cash payment of \$2,150, to a maximum of \$8,600 per employee, once each fiscal year. This payment shall be made for the previous fiscal year.
- 17.13 New employees shall receive a payment prorated on the basis of the proportion of the employee's month(s) of service compared to the full year.
- 17.14 Employees whose employment is terminated shall receive a payment prorated on the basis of the proportion of the employee's months(s) of service compared to the full year.

Article 18 **Special Leave**

Credits

- 18.01 An employee shall earn special leave credits up to a maximum of ten (10) days at the rate of one day for each calendar month in which he received pay for at least ten (10) days.
- 18.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 18.03 The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days when there is a death in the immediate family.
- 18.04 The Manager shall grant special leave earned with pay for a period of three (3) working days when an employee is to be married.

- 18.05 Where a member of the immediate family becomes ill (not including child birth) and the employee is required to make arrangements for the care of his dependents the Manager will grant special leave with pay for up to five (5) days.
- 18.06 Where a member of the immediate family residing outside Baker Lake becomes seriously ill, the Manager will grant special leave with pay up to five (5) days.
- 18.07 The Manager may grant special leave on grounds other than those provided in Articles 18.03 through 18.06 to a full-time employee, where he is satisfied that said employee has a legitimate reason requiring his absence from work.
- 18.08 The Manager may grant special leave, to a maximum of five (5) days, for serious community emergencies, where the employee is required to render assistance.
- 18.09 The Manager may grant special leave, to a maximum of five (5) days where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
- (a) serious household or domestic emergencies;
 - (b) extreme weather conditions or delay of the aircraft if the employee makes every reasonable effort to report for duty.
- 18.10 The Manager may grant special leave of up to one (1) day in the event of the death of the employee's son in law, daughter in law, brother in law, sister in law, uncle, niece, nephew.
- 18.11 The Manager shall grant special leave for employees involved in official search-and-rescue mission or to employees searching for immediate family members who are missing.
- 18.12 Special leave in excess of five (5) consecutive working days for the purpose enumerated in Article 18.03 may only be granted with the Manager's approval.

Advance of Credits

- 18.13 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days may at the discretion of the Manager be granted, subject to the deduction of such advance leave from special leave credits subsequently earned.

Birth/Adoption

- 18.14 An employee shall be granted special leave with pay up to a maximum of one (1) working day on occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of one (1) working day 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 Manager may extend this period to a maximum of three (3) working days.

Volunteer

- 18.15 An employee may be granted, in each calendar year, one (1) day of special leave with pay to work as a volunteer for a charitable organization or activity. Requests for such leave shall be made with at least three (3) days advance notice to the Manager or his/her designate.

Casual Leave

- 18.16 An employee shall be granted casual leave with pay to a maximum of two (2) hours for the employee to attend or to escort a dependent to an appointment with a doctor, dentist, lawyer, or school authority during work hours.

Other Casual Leave

- 18.17 The Manager may grant an employee casual leave for other purposes of a special or unusual nature.

Quarantine

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

Elections

- 18.19 All employees shall be allowed four (4) hours to vote in Federal elections and three (3) hours to vote in Municipal and Territorial elections with no loss in pay (e.g. if the polls close at 8:00 p.m. all employees will leave work at 4:00 p.m. for Federal elections, and 5:00 p.m. for Municipal and Territorial elections.)
- 18.20 The provisions of this Article shall not apply to an employee who is on leave of absence without pay and under suspension, or on lay-off.

Article 19

Sick Leave

Credits

- 19.01 An employee shall earn sick leave credits at the rate of one and one quarter (1¼) days for each calendar month for which he receives pay for at least ten (10) days, to a maximum of eighty-five (85) 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 designated 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 (½) day and the employee has been on duty for at least three (3) hours.
- (b) Where the period of absence on account of illness is at least one-half (½) day but less than a full day, one-half (½) day shall only be charged as sick leave.
- 19.03 Unless otherwise informed by the Manager, 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.
- 19.04 The Employer may require the employee to produce a certificate from a qualified medical practitioner certifying that said employee is unable to carry out his duties due to illness or to certify that the employee is able to return to work.
- 19.05 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, or on lay-off.
- 19.06 Where leave of absence without pay is authorized for any reason, or an employee is laid off because of lack of work, and the employee returns to work upon expiration of such a 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.
- 19.07 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Manager, he shall be granted sick leave in advance to a limit of fifteen (15) 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.

Injury on Duty Leave

- 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.

Wellness Reward

- 19.09 An employee who does not use any sick leave credits for any period of six (6) months shall be entitled to one (1) day of leave with pay. This benefit can not be taken in cash.

Transportation to a Medical Center Travel Time

- 19.10 Every employee who is proceeding to a medical center shall be granted special leave (or if the employee has no special leave, with sick leave) for the lesser of three (3) days or the actual time taken to travel from his post to a medical center and return.

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 leave credits 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".
- 21.04 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.
- 21.05 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.
- 21.06 When parental leave is taken by an employee couple, both of whom are employed by the Employer, 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

- 21.07 An employee returning to work from parental leave retains his/her leave credits accumulated prior to taking leave.
- 21.08 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 an employee, other than an employee on leave of absence without pay or under suspension or on lay-off who is required:
 - (a) to serve on a jury and the jury selection process; or
 - (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court or 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 for such reasonable period as may be determined by the Manager where it is determined by the 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 from the Workers' Safety & Compensation Commission for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure.

22.03 Where an employee is injured on duty and a claim is made to the Workers' Safety & Compensation Commission, the employee shall use his sick leave credits while awaiting the decision of the Commission. If the injury is not compensable there shall be no return of sick leave credits used by the employee. If the injury is compensable the Employer shall credit the employee with the sick leave credits used upon the assignment of Compensation Benefits to the Employer.

Leave Without Pay for Personal Reasons

22.04 An employee may apply to the Manager for personal leave without pay. He shall make his application in writing, stating the reasons for the leave, the length of the leave and the date upon which he wishes to commence such leave. The Employer shall review the employee's application and either approve or deny said application within a reasonable period of time.

Compassionate Care Leave

- 22.05 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.

For the purposes of this article, the definition of family member in section 39.1(1) of the *Nunavut Labour Standards Act* shall apply.

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:

- 1) the day the certificate is issued; or
- 2) 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) Compassionate care leave must be taken in periods of not less than one (1) week's duration.
- (e) An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- (f) Request for Leave

Appropriate leave application forms must be completed and forwarded to the employee's immediate supervisor.

- (g) Benefits During Leave

Employees returning to work from compassionate care leave retain any benefits accumulated prior to 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 instance shall not exceed a total of eight (8) weeks combined.
- (j) Where the employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits while on compassionate care leave, the employee may utilize special leave, provided that the employee has sufficient special leave credits.

Article 23 **Hours of Work**

- 23.01 The normal hours of work for Trades and Labour employees shall be eight (8) hours per day, within a nine (9) hour period, five (5) days per week. The normal hours of work for all other employees shall be seven and one-half (7½) hours per day, within an eight and one-half (8½) hour period, five (5) days per week.
- 23.02 Notwithstanding Article 23.01, hours of work for Airport Observer/Communicators shall be mutually agreed to between those employees and the Employer.
- 23.03 Employees shall be entitled to two (2) rest periods of fifteen (15) minutes duration on or about the midpoint of the first and second half of their shift. During the months of December to February the outside workers shall receive a rest period of twenty (20) minute duration.
- 23.04 An unpaid meal period of one (1) hour's duration shall be scheduled as close to the midpoint of the shift as possible.
- 23.05 The regular hours set forth in this Article do not represent any guarantee of minimum hours of work for employees.
- 23.06 In the event that an employee is unable to take his meal period or rest period(s) due to operational requirements, the meal period or rest period(s) will be taken at a later time. If an employee is unable to reschedule the meal period or rest period(s), he may either leave work early in the amount of time missed, or claim overtime for that amount of time at the appropriate overtime rate.
- 23.07 Where employees within a classification work different hours of work, and a vacancy arises within that classification, employees within that classification shall, on the basis of seniority, be offered that vacancy.

Article 24

Overtime

24.01 In this Article:

- (a) "overtime" means work performed by an employee 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;

- (b) "straight-time rate" means the hourly rate of pay;
- (c) "time and one-half" means one and one-half (1½) times the straight-time rate.

24.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him subject to a minimum payment of one-half (½) hour at the overtime rate when:

- (a) the overtime work is authorized in advance by the Employer; or
- (b) the employee does not control the duration of the overtime work.

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

Allocation of Overtime

24.04 Subject to operational requirements, 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.

24.05 Overtime work shall be compensated as follows:

- (a) At time and one-half (1½) for all hours except as provided in Article 24.05(b);
- (b) At double time (2x) for all hours worked on the second or subsequent day of rest or Designated Paid Holiday.

- 24.06 All overtime must be approved in advance in writing by the Employer.
- 24.07 Overtime shall be paid out to an employee in compensation for extra hours worked at the applicable rate unless the Employee requests in writing time off in lieu of compensation.
- Time off to a maximum of five (5) days in lieu of compensation for overtime worker shall be banked. Lieu time off shall be taken at a time which is mutually agreed by the Employee and the Employer.
- The dollar value of lieu time shall be accumulated at the applicable overtime rate and will be paid out at the end of each fiscal year.
- 24.08 Where employees are required to work three (3) or more hours of overtime immediately following his regularly scheduled hours of work, the employee will be entitled to a rest period without pay of at least thirty (30) minutes.

Article 25

Pay

Classification and Pay

- 25.01 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" attached.
- 25.02 Employees are eligible to progress from level to level within the employee's classification in Appendix "A", to the maximum level of the classification. Progression to a higher level within the classification shall be based on merit. Employees shall be evaluated for progression on the employee's anniversary date.

Payday

- 25.03 Employees shall be paid on every second Wednesday at 12:00. Should the payday be a designated holiday, then the cheques will be released on the day immediately preceding the holiday. Employees may choose to be paid by direct deposit.
- 25.04 Employees who are away from the worksite during pay afternoons without permission will be severely disciplined.
- 25.05 Employees who are entitled to overtime compensation or allowances in addition to their regular pay shall normally receive such compensation and allowances in the pay period in which it was earned, but in any

event shall receive such compensation or allowances on the following payday.

- 25.06 When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime and number of overtime hours.
- 25.07 Allowances are paid on an hourly basis for all regular hours worked. Nothing in this Agreement constitutes a guarantee that any employee will receive any amount of allowances in a year.

Acting Pay

- 25.08 When an employee is required by the Employer in writing to perform the duties of a higher classification level on an acting basis, he shall be paid acting pay calculated as follows:
 - (a) for a position covered by this Agreement, the employee shall be paid at step one of that position from the date on which he commenced to act; and
 - (b) for a position not covered by this Agreement, if the employee occupies that position for a period of three (3) days or greater, the employee shall be paid an additional 10% over the employee's regular salary;

for all hours worked by the employee while in the acting position.

Salary Increases

- 25.09 The Employer agrees to pay the negotiated salary increases to every employee not later than the second month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- 25.10 The Employer agrees to pay any retroactive remuneration, which has been agreed to and set forth in this Agreement not later than three (3) months following the month in which the Agreement is signed.
- 25.11 Retroactive pay shall be issued on a separate cheque.

Pay Recovery

- 25.12 Where an employee has received more than his/her proper entitlement to wages or benefits or retroactive membership dues are necessary, no continuing employee shall be subject to such deduction in excess of twenty percent (20%) of the net earnings per period.

Article 26 **Reporting Pay and Standby**

Reporting Pay

- 26.01 If an employee reports to work on his regular shift and there is insufficient or no work available, the employee shall receive four (4) hours pay at the employee's straight time rate.

Call Back

- 26.02 If an employee is:
- (a) directed to report to work outside of his regularly scheduled hours of work; or
 - (b) recalled to a place of work for a specific duty;

the employee shall be paid the greater of compensation at the overtime rate for all hours worked or four (4) hour's pay at the employee's straight time rate.

- 26.03 If an employee is directed to report for work on a day of rest or a designated paid holiday, the employee shall be paid the greater of compensation at the overtime rate or four (4) hours pay at the employee's overtime rate.

Standby

- 26.04 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of twenty-five dollars (\$25.00) for each eight (8) consecutive hours or portion thereof that he is on standby, except on days of rest and designated paid holidays. For each period of standby on a day of rest or a Designated Paid Holiday, he shall be paid thirty dollars (\$30.00) for each eight (8) hours or portion thereof that he is required to be on standby status.
- 26.05 An employee scheduled by the Employer for standby duty shall be available during his period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In scheduling employees for standby the Employer shall provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required to perform that work.
- 26.06 No standby payment shall be granted to an employee who is unable to report for duty when required.
- 26.07 An employee on standby who is required to report for work shall be paid, in addition to standby pay, the appropriate amount pursuant to Article 26.02, provided that the employee shall only be paid the minimum payment of four (4) hours pay at the straight time rate once

during each standby payment of eight (8) consecutive hours or portion thereof.

- 26.08 Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new schedule.
- 26.09 Standby shall be identified on the employee's pay stub.
- 26.10 One of the Employer's trucks shall be parked after hours and overnight at the standby employee's residence.

Article 27

Job Description

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

Article 28

Classification

- 28.01 During the term of this Agreement, if a new or revised job classification is required by the Employer, the Employer will implement the new job classification with an assigned pay range. In the event that the Union does not agree with the pay range assigned to said job classification, it shall have the right to negotiate this with the Employer and, if the results of said negotiation do not resolve the issue, the Union shall within sixty (60) days of being informed of the new classification have the right to grieve under the provisions of Article 33, "Adjustment of Disputes."

Article 29

Vacancies, Job Postings, Promotions and Transfers

- 29.01 All vacant positions coming within the scope of this Agreement, which are required to be filled shall be posted for seven (7) days. The job posting shall state the job classification, rate of pay, shift and required qualifications for 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.
- 29.02 In making selections, promotions and appointments where the required qualifications, skills and abilities of an applicant demonstrably exceed those of more senior applicants, that applicant may be awarded the

position. Otherwise, the senior qualified applicant shall be awarded the position.

- 29.03 Upon completion of a competition and a candidate has been offered and accepted a position, the Employer will then notify all other candidates, by letter, of the winner of the competition. Should any of the candidates have any queries as to why they did not receive the position, they may contact the Employer who will then answer any questions regarding that particular candidate's performance.
- 29.04 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 will not accumulate further seniority. Such employee shall have the right to return to a position in the Bargaining Unit consistent with his seniority accumulated up to the date of transfer outside the Unit.

Article 30

Employee Performance Review and Employee Files

- 30.01 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 performance appraisal and may use the grievance procedure in Article 33 to correct any alleged factual inaccuracies in his performance appraisal.
- 30.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals.
- 30.03 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.
- 30.04 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within a reasonable period thereafter.
- 30.05 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.

- 30.06 Only one file per employee for the purpose of performance evaluation and discipline shall exist.
- 30.07 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.

Article 31

Harassment

- 31.01 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.
- 31.02 “Personal harassment” means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affects an employee’s dignity or psychological or physical integrity and that results in a harmful work environment for the employee by a person employed by the Employer that is directed at and is offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome.
- 31.03 “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.
- 31.04 Sexual harassment is defined as any conduct, gesture or contact of a sexual nature that:
- (a) is likely to cause offence or humiliation; or
 - (b) that might, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 31.05 A grievance under this Article may be initiated at any step of the grievance procedure. A grievance under this Article will be handled with all possible confidentiality and dispatch.
- 31.06 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. Reasonable exercise of management duties is not an abuse of authority.

Article 32 **Workplace Violence**

- 32.01 "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.
- 32.02 Every employee is entitled to a work environment free of workplace violence.
- 32.03 The Employer with the support of all employees will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 32.04 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.
- 32.05 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.
- 32.06 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.
- 32.07 The Employer shall post the workplace violence policy on workplace and public bulletin boards in the Employer's facilities.

Article 33 **Adjustment of Disputes**

- 33.01 Any disciplinary action or difference concerning the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether or not the difference is arbitrable, or of an arbitral award shall be settled in accordance with the following procedures.

Representation

- 33.02 The Union shall have the right to file grievances on behalf of its members and to consult with the Employer with respect to a grievance at any level of the grievance procedure.
- 33.03 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 33.04 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

Procedure

- 33.05 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level (foreperson or first level management);
 - (b) Second Level (Senior Administrative Officer);
 - (c) Third Level (Hamlet Council or Committee of Council);
 - (d) Final Level (Arbitration).
- 33.06 The Labour/Management Committee will have ten (10) working days to attempt to resolve the matter prior to it being referred to Arbitration;
- 33.07 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.
- 33.08 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.
- 33.09 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.

Time Limits

- 33.10 A grievance must be initiated not later than fifteen (15) working days after the date on which the employee or the Union first became aware, or should have become aware, of the action or circumstances giving rise to the grievance.
- 33.11 The Employer shall reply in writing to a grievance within fifteen (15) working days at level 1, within fifteen (15) working days at level 2 and within fifteen (15) working days at level 3 of the grievance procedure.
- 33.12 If the Employer does not reply to or resolve the grievance within the prescribed time limit, the employee or the Union may advance the grievance to the next level of the grievance procedure, within fifteen (15) working days.
- 33.13 If Hamlet Council or a Committee of Council has not responded to or resolved the grievance within the prescribed time limit, the Union may refer the matter to arbitration.
- 33.14 The parties may mutually agree to extend any of the above time limits. If a grievance is not filed or addressed within the prescribed time limits the grievance shall be considered to be abandoned and may not be filed or advanced.

Dismissal

- 33.15 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee, the grievance procedure shall apply, except that the grievance may be presented at the second level of the grievance procedure.

Arbitration

- 33.16 (a) The parties agree that arbitration referred to in this Article 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.

- 33.17 (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.
- 33.18 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.
- 33.19 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 for every such arbitration.
- 33.20 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.

Article 34

Suspension and Discipline

- 34.01 The Employer shall have the right to suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall examine several factors such as the seriousness of the offence, the employee's length of service, and other relevant mitigating factors.
- 34.02 When employees are to be suspended or discharged the Employer shall notify the employee in writing of the reasons for such suspension or discharge.
- 34.03 The Employer shall notify the local representative of the Union that such suspension or discharge has occurred or is to occur.
- 34.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a

representative of the Employer, the employees shall be given sufficient notice that they are entitled to have a representative of the Union attend the meeting.

Article 35

Labour/Management Committee

- 35.01 A Labour/Management Committee will be formed to consult and reach agreement on matters of mutual interest.
- 35.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 35.03 The Committee will meet at any time at the request of either party, but in any event will meet at least once every three (3) months.

Article 36

Safety and Health

Provision of Legislation and Employer's Policies

- 36.01 The Employer shall make available to employees a copy of the *Safety Act* and regulations, and the Employer's policies on safety and health. The Employer shall make available to airport employees with a copy of the *Canada Labour Code*, Part II.

First Aid Training

- 36.02 The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training in Baker Lake shall be paid straight time pay for the hours in attendance at said training.

Protective Clothing

- 36.03 Items of protective clothing and/or safety equipment which the Workers' Compensation Act requires the Employer to provide to designated occupational groups shall be provided by the Employer to employees in such groups.

Article 37

Civil Liability

- 37.01 If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by him in the performance of his duties:

- (a) the employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him, shall advise the Employer of any such notification or legal process;
- (b) the Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee, and/or;
- (c) the Employer shall pay or ensure it is paid by another agency any sum required to be paid by such employee in connection with the settlement of any claim made against such employee, provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee. The employee shall not enter into any settlement agreement without the express written authority of the Employer and if he does enter into such settlement agreement without proper authorization he agrees to waive any rights provided to him under this Article.
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

Article 38
Cooling Off Period - 2 Working Days

- 38.01 An employee who wilfully terminated 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, excluding the day of the incident. This provision shall apply only once per employee in each calendar year.

Article 39
Lay-off and Job Security

- 39.01 Lay-offs will be made when necessary on the basis of the reverse order of seniority and qualifications within the affected classification (i.e. employees with the least seniority within the classification will be laid off first providing those remaining have the qualifications to perform the work.)

- 39.02 A person ceases to be a lay-off if he is not appointed to a position within twelve (12) months from the date on which he became a lay-off.
- 39.03 Before an employee is laid off he shall be given written notice of not less than:
- (a) two (2) weeks, if the employee has been employed by the Employer for less than three (3) years, and
 - (b) an additional week for each additional year of employment, to a maximum of eight (8) weeks.
 - (c) The above notice shall not apply where the employee is temporarily laid off from work.
- 39.04 Recall from lay-off shall be made on the basis of seniority and qualifications (i.e. the senior employee who has the required qualifications for the job, will be recalled first.)
- 39.05 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 (3) days from the date of mailing.
- 39.06 The employee shall return to work within seven (7) calendar days of receipt of notice of recall, unless, on reasonable grounds he is unable to do so.

Article 40

Apprentices

- 40.01 The following are agreed upon terms and conditions of employment for employees engaged as apprentices.
- (a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to the apprentice upon appointment.
 - (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the *Apprenticeship, Trade and Occupations Certification Act*.

