

**COLLECTIVE AGREEMENT**

BETWEEN

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

as represented by its component

**Nunavut Employees Union**

and

**HAMLET OF CORAL HARBOUR**

Effective: April 1, 2011  
Expires: March 31, 2014

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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 Employer will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

## **ARTICLE 2 - INTERPRETATION AND DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" means an employee is absent without leave and has not contacted the Employer for four (4) consecutive shifts, except where the Employee is stranded outside Coral Harbour because of weather conditions and is unable to contact the Employer before or during the absence.
  - (b) "Alliance" means the Public Service Alliance of Canada.
  - (c) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
  - (d) "Bargaining Unit" means all employees of the Hamlet excluding Senior Administrative Officer, Finance Officer, Assistant Senior Administrative Officer, Hamlet Foreman and casual employees, as certified by the Canada Labour Relations Board on August 12, 1997.
  - (e) "Casual Employee" means a person employed by the Employer for work of a temporary nature.
  - (f) "Committee" means the Labour/Management Committee.

- (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) “Continuous Employment” and “Continuous Service” mean uninterrupted employment with the Hamlet, and,
  - (i) with reference to re-appointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
  - (ii) where an employee ceases to be employed because of resignation, and is re-employed within a period of three (3) months, his periods of employment for purposes of sick leave credits shall be considered as continuous employment with the Hamlet.
- (i) “Council” means Council of Municipal Corporation of Hamlet of Coral Harbour;
- (j) “Day of Rest” in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (k) “Demotion” means the appointment of an employee for reasons of incompetence or incapacity, to another position for which the maximum pay is less than that of his former position.
- (l) “Double time” means twice the straight-time rate.
- (m) “Employee” means a person employed by the Hamlet who is a member of the bargaining unit and includes:
  - (i) “full-time employee”, which means a person employed on a continuing basis for an indeterminate period;
  - (ii) “part-time employee” which means a person employed on a continuing basis for less than a standard work day, week or month for an indeterminate period;
  - (iii) “term employee” which means an employee who is employed for a specified duration of at least six (6) months.

- (n) “Employer” and “Hamlet” means the Municipal Corporation of Hamlet of Coral Harbour as established and continued under the Hamlets Act.
- (o) “Fiscal Year” means the period of time from April 1 in one year to March 31, in the following year.
- (p) “Grievance” means a complaint in writing that an employee, group of employees, or the Union submits to the Employer, or a complaint in writing that the Employer submits to the Union to be processed through the grievance procedure.
- (q) “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.
- (r) “Lay-Off” means an employee whose employment has been terminated because of lack of work, the discontinuance of a function, or lack of funding.
- (s) “Leave of Absence” means an absence from duty, with or without pay, with the Employer’s permission.
- (t) “Lieu time” means leave with pay taken in lieu of overtime pay.
- (u) “Manager” means the Senior Administrative Officer of the Hamlet, the Assistant Senior Administrative Officer, or their designate.
- (v) “May” shall be regarded as permissive and “Shall” and “Will” as imperative.
- (w) “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 fees, insurance premiums or any other levy.
- (x) “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.
- (y) “Probation” means a period of six (6) months from the day upon which an employee is first appointed to the Hamlet 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 hamlet will make every reasonable effort to appoint him to a position comparable to

the one from which he was transferred or promoted, provided that such comparable position is vacant at that time.

- (z) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.
- (aa) "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 22;
  - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
  - (iii) "bi-weekly rate of pay" means an employee's daily rate of pay multiplied by ten (10);
  - (iv) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
  - (v) "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).
- (bb) "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.
- (cc) "Straight-time rate" means the hourly rate of pay.
- (dd) "Time and one-half" means one and one-half times the straight time rate.
- (ee) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (ff) "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.
- (gg) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.

2.02 Except where specifically provided in this Agreement, expressions used in this Agreement if defined in the Interpretation Act, the Canada Labour Code or in the Regulations made thereunder, have the same meaning as given to them in the Act or 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.
- 3.02 The Employer will advise prospective employees prior to their employment that the Hamlet is a unionized workplace.

### **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 bear the costs associated with the printing and distribution of the Agreement. The Union will facilitate said printing and distribution. If an Inuktitut version of this Agreement is requested, the Employer and the Union shall equally bear any costs associated with the translation of this Agreement. In the case of any dispute between the versions of this Agreement, the English version shall govern.
- 4.03 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard workweek.

#### Waiver

- 4.04 Failure to follow any of the provisions of this Agreement by the Hamlet shall not constitute a waiver of that provision of the Agreement and shall not be relied upon to create an estoppel.

### **ARTICLE 5 - SECURITY OF THE AGREEMENT**

#### Conflict of Provisions

- 5.01 In the event that any law passed by Parliament or 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 Agreement shall be re-opened upon the request of either party.

- 5.02 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 - HUMAN RIGHTS**

### Freedom from Discrimination

- 6.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, pregnancy, marital status (including common-law relationships), family status, sexual orientation, gender identity, criminal offence for which a pardon has been granted, mental or physical disability (except for employment equity programs), lawful source of income, by reason of Union membership or activity nor by exercising their rights under the Agreement. Affirmative action policies shall be deemed non-discriminatory.
- 6.02 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

### Freedom from Harassment

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

### Definitions

- 6.05 "Personal harassment" means any improper behavior 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.
- 6.06 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.

#### Procedure

- 6.07 Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 6.08 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 6.09 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 Workplace Violence

- 6.10 “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 behaviour of a physical or verbal nature.
- 6.11 All employees of the Employer are entitled to employment free of workplace violence.
- 6.12 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence. The employees agree to support and cooperate with the Employer in its efforts to prevent workplace violence. When an employee has suffered violence in the workplace, the Employer will immediately investigate the situation in accordance with the steps outlined in relevant employer policies, the Safety Act and any other relevant jurisdictional policies and procedures.
- 6.13 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. Where employees have concerns about performing work at any worksite, they shall report those concerns to the Employer.

- 6.14 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. Employees may be assisted by the Union in making a complaint.
- 6.15 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.
- 6.16 The Employer will keep the appropriate Union representatives informed of ongoing developments for each situation under investigation.

### **ARTICLE 7 - STRIKES AND LOCKOUTS**

- 7.01 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 during the term of this Agreement.
- 7.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production may be suspended or terminated by the Employer. Such suspension or termination may be the subject of a grievance. If the arbitrator finds that the employee engaged in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production, the suspension or termination must be upheld.
- 7.03 No employee will be required to cross a legal picket line of this bargaining unit.

### **ARTICLE 8 - MANAGERIAL RESPONSIBILITIES**

- 8.01 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 foregoing, 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 assignment of duties, to suspend, discharge, or otherwise discipline employees for cause and to terminate employees on notice or pay in lieu of notice.

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

#### **ARTICLE 9 - EMPLOYER DIRECTIVES**

9.01 The Employer shall provide the Union with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive, which is intended to clarify the interpretation or application of the Agreement, the Employer shall notify the Union prior to issuing the directive.

#### **ARTICLE 10 - NO RESTRICTION ON OUTSIDE EMPLOYMENT**

10.01 Subject to clause 10.02, an employee may carry on any business or employment outside his regularly scheduled hours of duty provided such business or employment does not interfere with his Hamlet duties.

10.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:

- (a) a conflict of duties may develop between an employee's regular work and his outside interests; or
- (b) certain knowledge and information available only to Hamlet personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

#### **ARTICLE 11 - UNION ACCESS**

##### Employer Premises

11.01 Upon reasonable advance notification the Employer shall permit access to its work premises of an accredited representative of the Union. Permission to enter the Employer's premises shall not be unreasonably denied.

## Appointment of Representatives

11.02 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the name of its representative and alternates within a reasonable period.

## **ARTICLE 12 - TIME OFF FOR UNION BUSINESS**

12.01 The Employer will grant leave with pay to an employee who is a party to, called as a witness, or representing the Union before an Arbitration hearing.

12.02 When operational requirements permit, the Employer will grant leave with pay to:

- (a) an employee and his representative involved in the process of a grievance or a possible grievance;
- (b) a witness called by an employee who is a party to a grievance;
- (c) up to two (2) employees for the purpose of attending contract negotiations, including preparatory meetings and conciliation meetings;
- (d) up to two (2) employees who are meeting with management on behalf of the Union.

12.03 When operational requirements permit, the Employer will grant leave without pay to:

- (a) a reasonable number of employees 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;
- (b) employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative;
- (c) employees who, upon reasonable notice participate as a delegate to constitutional conferences or other similar forums, or present briefs to commissions, boards and hearings that are mandated by the Territorial Legislation.

12.04 An employee will only be granted leave under clauses 12.01, 12.02 and 21.03 for hours that would otherwise be regular hours of work.

### Time-off for Representatives

- 12.05 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.
- 12.06 The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.

### Leave for Elected Officers

- 12.07 Employees elected to any Union or Northern Territories Federation of Labour executive position shall be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 12.08 The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Agreement. Upon invoice by the Hamlet the Union shall reimburse the Employer for the amounts so paid.
- 12.09 The benefits of any group shall be extended to such employees and the Union will reimburse the Employer for such costs involved.
- 12.10 Such employees shall be entitled to an increment for each year of their leave of absence to the maximum pay level of their applicable salary.
- 12.11 Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 12.12 Upon termination of their leave of absence such employee 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 Agreement they shall provide the Employer with a three (3) month notice of their intent to do so.
- 12.13 Notwithstanding clause 12.12 the Employer may make an offer of employment to employees to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.
- 12.14 Employees on leave under this clause shall not accumulate seniority while on leave without pay.

- 12.15 Upon reasonable notification, the Employer shall grant leave without pay to the Union representative seconded for a minimum period of one week to serve in a paid Union executive position on a temporary basis.

### **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 Alliance shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.
- 13.03 For the purpose of applying clause 13.01, deductions from pay for each employee will occur on a bi-weekly basis.
- 13.04 From the date of signing and for the duration of this Agreement no employee organization, other than the Alliance, 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 clause 13.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P OP1 by cheque monthly after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 13.06 The Employer agrees to make deductions for reasonable purposes on the basis of the production of appropriate documentation.
- 13.07 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.
- 13.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

### **ARTICLE 14 - INFORMATION**

- 14.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, location, job classification, rate of pay and 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.

#### Collective Agreement

14.02 The Employer shall provide each employee with a copy of the Agreement, provided the Employer has received sufficient copies of the Agreement from the Union.

14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Agreement upon his appointment, provided the Employer has received sufficient copies of the Agreement from the Union.

14.04 The Employer and the Union will share equally all the costs associated with the printing, Inuktitut translation and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

#### Provision of Bulletin Board Space

14.05 The Employer shall provide bulletin board space for Union use.

14.06 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.

14.07 Subject to operational requirements, a representative of the Union shall have the right to meet with new employees to make a presentation of up to one-half (1/2) hour. Employees shall be granted leave with pay to attend these meetings.

### **ARTICLE 15 - DESIGNATED PAID HOLIDAYS**

#### Designated Paid Holidays

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

- (a) Good Friday;
- (b) Easter Monday;
- (c) Victoria Day;
- (d) Canada Day;

- (e) Nunavut Day;
- (f) Civic Holiday;
- (g) Hamlet Day(s) as declared by Council;
- (h) Labour Day;
- (i) Thanksgiving Day;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day;
- (m) New Years Day; and
- (n) Any other day proclaimed by Council as a civic holiday.

15.02 A new employee must work thirty (30) consecutive working days before a Designated Paid Holiday is granted with pay.

15.03 Any employee who missed work either the day before or the day after a Designated Paid Holiday without the prior consent of the Hamlet shall not be paid for that day and day(s) missed.

#### Holiday Falling on a Day of Rest

15.04 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 or another day mutually agreeable to the employee and Hamlet.

15.05 When a Designated Paid Holiday is moved to another day under the provisions of clause 15.04:

- (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.

- 15.06 An employee who is required to perform his duties on a Designated Paid Holiday shall be granted another day off with pay in its place or, if approved by the Hamlet, be paid lieu time equal to time and one half (1½) for all hours worked, in addition to the pay he would have earned for the Designated Paid Holiday.
- 15.07 Where a day that is a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.
- 15.08 At the request of the employee, and where the operational requirements of the Hamlet permit, an employee shall not be required to work both Christmas and New Years Day.
- 15.09 An employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the holiday occurs, unless he is paid at a rate at least equal to double his regular rate of wages for the time worked by him on that day.

#### **ARTICLE 16 - LEAVE - GENERAL**

- 16.01 When an employee dies, and the employee has been granted more vacation or special leave than he has earned, the employee shall be considered to have earned that amount of vacation or special leave granted to him.
- 16.02 At the end of each fiscal year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick, lieu time and vacation leave credits as of the 31st day of March.
- 16.03 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing upon the request of the employee.
- 16.04 An employee's request for any leave shall be responded to by the Employer as soon as the Employer can practically do so, but in any case shall be responded to within four (4) weeks of application.

#### Leave without Pay

- 16.05 An employee on leave without pay shall not be entitled to any benefits under this Agreement.

16.06 Employees may request leave of absence without pay, however such leave must be requested at least two (2) working days in advance. The Employer may, in its discretion, grant leave without pay.

## ARTICLE 17 - VACATION LEAVE

### Accumulation of Vacation Leave

17.01 For each month of a fiscal year in which an employee receives 10 days pay, he shall earn Vacation Leave at the following rates:

- (a) One and one-quarter ( $1\frac{1}{4}$ ) days each month until the month in which the anniversary of the second ( $2^{\text{nd}}$ ) year of continuous service is completed;
- (b) One and two-third ( $1\frac{2}{3}$ ) days each 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 each month commencing in the month after completion of ten (10) years of continuous service and ending in the month that eighteen (18) years of continuous service is completed;
- (d) Two and one-half ( $2\frac{1}{2}$ ) days each month commencing in the month after completion of eighteen (18) years of continuous employment.

17.02 The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs 17.01 (b) and (c) and (d).

17.03 Request for Vacation Leave

- (a) Employees shall provide a minimum of five (5) days notice of their request for vacation leave of five (5) or more days.
- (b) Employees shall provide a minimum of twenty four (24) hours notice of their request for vacation leave of less than five (5) days.
- (c) The Employer may, at its sole discretion, approve a request for vacation leave with less than the minimum periods of notice required in this article.

## Granting of Vacation Leave

- 17.04 In granting vacation leave with pay to an employee, the Employer shall, subject to operational requirements, make every reasonable effort to schedule vacation leave for all employees in the fiscal year in which it is earned and not to recall an employee to duty after he has proceeded on vacation leave.
- 17.05 Subject to operational requirements, the Employer shall make every reasonable effort:
- (a) to grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by the employee; and
  - (b) to grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlement when so requested by the employee.
- 17.06 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 clause 18.03; or
  - (b) is granted special leave with pay because of illness in the immediate family as provided in clause 18.03;
- 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.
- 17.07 If an employee's vacation leave is cancelled after it has been approved, the Employer will compensate the employee for any non-refundable deposits that the employee made with respect to travel on that vacation.
- 17.08 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.
- 17.09 The Employer may require the employee to take any vacation leave earned but not used by him before the employment is terminated by resignation. The Employee may request to take any vacation leave earned but not used by him before the employment is terminated by lay-off.

17.10 An employee whose employment is terminated by reason of declaration that he abandoned his position is entitled to receive the payment referred to in clause 17.09. If the employee does not request this payment within one (1) month of termination, his entitlement shall lapse.

#### Overpayment

17.11 Any employee who has more leave taken than earned and then resigns or is laid off shall have the amount of the overpayment deducted from their final pay with any excess overpayment being an obligation of the employee to the Hamlet.

#### Carry-Over Provisions

17.12 Employees are not permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding one (1) year's entitlement will be liquidated in cash at the end of the fiscal year. An employee may opt to liquidate vacation leave credits in cash at any time

17.13 Where an employee has been unable to utilize their leave credits and/or northern travel allowance benefits due to operational requirements, these benefits will be carried over unless the employee opts to be paid out for the leave credits and/or northern travel allowance benefits.

#### Recall from Vacation Leave

17.14 Where during any period of annual leave an employee is recalled to duty, he shall be reimbursed for reasonable expenses as normally defined by the Hamlet:

- (a) in proceeding to his place of duty; and
- (b) in returning to the place from which he was recalled if he immediately resumes annual leave upon completing the assignment for which he was recalled after submitting such accounts as are normally required by the Hamlet.

17.15 The employee shall not be considered as being on annual leave during any period in respect of which he is entitled under clause 17.14 to be reimbursed for reasonable expenses incurred by him.

## ARTICLE 18 - SPECIAL LEAVE

### Credits

18.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the rate of one-half (1/2) day for each calendar month in which he received pay for at least ten (10) days.

As credits are used, they may continue to be earned up to the maximum.

18.02 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

### Immediate Family

18.03 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 and any relative permanently residing with the employee.

18.04 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 employee's immediate family.

18.05 Where a member of an employee's immediate family is in imminent danger of death, as certified by a medical doctor, and is in a medical institution outside of Coral Harbour, the employee may be granted up to five (5) days special leave with pay to go be with that relative.

18.06 In cases of a domestic emergency such as accidents and immediate family members being ill or in hospital requiring the care of the employee special leave with pay of up to three (3) days per year will be granted and in situations where an employee is required to be an escort, special leave with pay of up to three (3) days per year will be granted.

18.07 An additional two (2) days travel time with may be granted if the employee has to leave the Hamlet for the funeral of a person for which they have been granted special leave under clause 18.04.

18.08 Special leave in excess of five (5) consecutive working days for the purposes enumerated in clause 18.04 and 18.05 may be granted.

## 18.09 Other Relatives and Funerals

- (a) One (1) day special leave shall be granted in the event of the death of any other relative, other than those included in 18.04, who resided in Coral Harbour at the time of death.
- (b) Up to two (2) hours special leave shall be granted in the event of a funeral in Coral Harbour, if the employee wishes to attend the funeral.

Employees are entitled to either leave under 18.09 (a) or (b) but not both.

## Weather or Mechanical Breakdown

18.10 Special leave may be granted to a maximum of two (2) consecutive working days and a maximum of six (6) days in any fiscal year where an employee cannot get to work due to weather or mechanical breakdown, except in those cases where the Mayor declares the Hamlet facilities closed; in those cases, indeterminate employees will receive regular pay.

## Emergencies

18.11 Subject to operational requirements, unlimited special leave will be granted in cases of serious community emergencies, where the employee is required to render assistance, which emergencies include search and rescue parties. This leave must be approved in advance by the Employer. The employee will contact his/her supervisor or the Senior Administrative Officer if approval is required outside of the employee's working hours.

## Civic Leave

18.12 Subject to operational requirements, where an employee is required to attend meeting(s) because he either has been elected or appointed to a board, or where the employee is involved with Arctic Rangers, he shall be granted special leave up to a maximum of 10 days per year, less any monies received by the employee for that attendance or involvement [except where Arctic Rangers are required to use their own vehicles, in which case the employee shall pay all monies received, less twenty (\$20) per day for vehicle usage, to the Hamlet] but the employee's normal pay shall not be reduced below \$0.00.

### Birth or Adoption

18.13 One (1) day special leave with pay shall be granted to a male employee who becomes a father or a grandfather and to a female employee who becomes a grandmother. 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 must be taken within 48 hours of the birth, the adoption, or the date that the child first arrives in Coral Harbour.

### Casual Leave

18.14 (a) Subject to operational requirements, employees may be granted casual leave with pay to a maximum of three (3) hours for the following purposes:

- (i) Medical, Dental and Legal Appointments.

Whenever it is necessary for an employee to attend upon his/ her doctor, dentist, or lawyer during working hours, he/she may be granted casual leave for these purposes.

- (ii) To attend parent/teacher meetings and school functions.

- (b) Such casual leave shall not be unreasonably denied.

### Marriage Leave

18.15 Three days (3) special leave with pay shall be granted to an employee who is getting married.

### Hunting and Harvesting Leave

18.16 Subject to operational requirements, leave without pay to a maximum of five (5) days per year shall be granted on very short notice to an employee in order to meet traditional hunting or harvesting opportunities.

## **ARTICLE 19 - SICK LEAVE**

19.01 An employee shall earn sick leave credits at the rate of one (1) day for each calendar month for which he receives pay for at least ten (10) days.

19.02 Unused sick leave credits will be carried over from one fiscal year to the next.

19.03 Where leave of absence without pay is authorized for any reason, or an employee is laid off, and the employee returns to work upon expiration of such leave of absence or layoff, 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.

#### Procedure

19.04 An employee is eligible for sick leave with pay when he is unable to perform his duties due to illness or injury provided that:

- (a) he satisfies and advises the Hamlet of his condition as soon as he becomes aware of the situation or one-half (1/2) hour before his normal starting time (for those identified in Hamlet policy) or at the beginning of the shift, which ever is more reasonable in the circumstances;
- (b) he has sufficient sick leave credits; and
- (c) where an employee has insufficient or no sick leave credits, the employee may take annual leave or leave without pay.

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.

19.06 Sick leave under this Article will only be granted for periods of time that an employee would otherwise be working.

#### Medical Certificate

19.07 An employee may take two (2) consecutive day or six (6) days per year without medical certificate with any time over two (2) consecutive day or six (6) days per year requiring a medical certificate.

Employees who do not provide a medical certificate when required to do so under this article shall not be entitled to sick leave. The Hamlet will attempt to advise employees when they require a medical certificate.

#### Medical Travel

19.08 Every employee who is proceeding to a medical centre shall be granted sick leave for the lesser of three (3) days or the actual time taken to travel from Coral Harbour to a medical centre and return.

### Sick Leave on Annual Leave

- 19.09 When an employee is sick, or required to attend medical or dental appointments, while on annual leave, those days could be used as sick days if the employee has sufficient credits and if a certificate signed by a doctor, if available, or other medical personnel, when a doctor is not available, is provided. In such cases, the annual leave could be extended if permission is granted by his immediate superior and if the Senior Administrative Officer has been consulted.
- 19.10 Effective April 1, 2004, if an employee uses no sick leave in one fiscal year, at the end of that fiscal year three (3) days sick leave shall be converted into annual leave days.

## **ARTICLE 20 - MATERNITY AND PARENTAL LEAVE**

### 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".

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 fetus 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;

- (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.
- (b) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
  - (c) 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.

#### 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.

#### Parental Leave

- 20.13 Where an employee has given up her child for adoption, the employee is not, following adoption, entitled to claim parental leave.
- 20.14 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.

20.15 An employee who intends to request parental leave without pay shall provide the Employer with four (4) weeks written notice, except where in the case of adoption the child arrives at the employee's home sooner than expected. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.

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

#### Parental Leave Allowance

20.17 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.

20.18 A recipient under Article 20.16 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.

20.19 Should the employee fail to return to work in accordance with the provisions of Article 20.17, 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.

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

20.21 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 fifteen (15) 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.

- 20.22 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 seventeen (17) weeks.
- 20.23 (a) For a full-time employee the weekly rate of pay referred to in Articles 20.20 and 20.21 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.
- (a) For a part-time employee the weekly rate of pay referred to in Articles 20.20 and 20.21 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.
- 20.24 Employees have no vested rights to payments under the plan except to payments during a period of unemployment specified in the plan.
- 20.25 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 20.16, the payments shall be adjusted accordingly.
- 20.26 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.
- 20.27 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.
- 20.28 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 seventeen (17) weeks for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.

### Other Benefits During Leave

- 20.29 An employee returning to work from parental leave retains his/her leave credits accumulated prior to taking leave.
- 20.30 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 21 - OTHER TYPES OF LEAVE**

### Court Leave

21.01 Subject to 21.02 below, 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;
- (c) in or under the authority of a court of justice or before a grand jury;
- (d) before a court, judge, justice, magistrate, or coroner;
- (e) 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;
- (f) 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;
- (g) 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.

21.02 Notwithstanding anything contained in this Article, there shall be deducted from the regular pay of the employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

### Injury on Duty Leave

- 21.03 An Employee shall be granted injury-on-duty leave with pay to a maximum of either special leave credits or sick leave credits he has accumulated, but not both where it is determined by a Workers' Safety and Compensation Commission that he is unable to perform his duties, if the employee agrees to pay the Hamlet any amount received by him from the Workers' Safety and Compensation Commission 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.
- 21.04 Subject to clause 21.03, while the parties are awaiting the decision of the Workers' Safety and Compensation Commission as to the compensability of the injury, the employee shall use either his special or sick leave credits but not both, at the appropriate rate. If the injury is not compensable, there shall be no return of credits used by the employee. If the injury is compensable, the Employer shall credit the employee with the credits used.
- 21.05 The appropriate rate of liquidation of injury-on-duty leave after an award by the Workers' Safety and Compensation Commission shall be equal to the difference between the employee's regular wages and the compensation received from the Workers' Safety and Compensation Commission, e.g., if 2/3 of the employee's regular wage is received from the Workers' Safety and Compensation Commission, the amount of leave liquidated for one day's Injury on duty leave shall be 1/3 day.

### Leave Without Pay for Personal Needs

- 21.06 Leave without pay for personal needs may be granted, subject to operational requirements, to an employee for up to twelve (12) months.
- (a) requests for leave under this article shall
    - (i) be made in writing
    - (ii) be submitted at least 30 days before such leave is to commence.
    - (iii) state reason for such leave
  - (b) the length of such leave shall not be calculated for severance purposes under Article 31.

### Education Leave

21.07 An employee with at least three (3) years continuous service may apply for leave without pay for a period not exceeding two (2) years for education purposes. Education leave must be related to the employee's duties as an employee of the Employer. Upon completion of the education leave, the employee will return to his/her position and rate of pay held before the commencement of his/her leave.

### Compassionate Care Leave

21.08 Both parties recognize the importance of access to compassionate care leave to provide care and support to a gravely ill family member who has a significant risk of death.

21.09 For the purpose of this Article, the definition of " family member" shall be as defined in the Employment Insurance Act.

21.10 An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

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

21.11 An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.

21.12 Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.

21.13 Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.

21.14 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.

## **ARTICLE 22 - HOURS OF WORK - GENERAL**

- 22.01 The bi-weekly scheduled hours of work assigned to classifications are included in Appendix "A"- Rates of Pay.
- 22.02 Hours of work for employees shall be a five (5) day workweek, with regular daily hours of seven (7) including an unpaid meal period:
- 22.03 Regular hours for full time employees (excluding Recreation department employees) will be scheduled from Monday to Friday. Part-time employees can be scheduled at any time.
- 22.04 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.

### Meal Break

- 22.05 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the shift as possible.
- 22.06 Where an employee is unable to take a meal break, which results in him working in excess of his regular daily hours, the employee shall be paid for the meal period at the appropriate overtime rate.

## **ARTICLE 23 - OVERTIME**

- 23.01 When the Hamlet authorizes an employee to work over their regularly scheduled or average hours, these excess hours will be paid as overtime. In lieu of overtime, the Hamlet shall, at the employee's request, accumulate these excess hours as lieu time at the applicable overtime rate.
- 23.02 Hours worked up to seven (7) in a day and thirty-five (35) in a week shall be recorded as straight hours and all additional hours are excess hours.
- 23.03 All excess hours must be approved by the Employer in advance, and will be paid as time and one-half (1/2) except for hours worked by employees, on the employee's second or subsequent days of rest, which may be paid as double time.
- 23.04 Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.

- 23.05 At the request of the employee, an employee shall be granted lieu time to be taken at a time mutually agreeable to the Employer and the employee.
- 23.06 When an employee liquidates at least five (5) days annual leave, the employee can request to be paid up to ten (10) hours lieu time in cash.
- 23.07 At the end of each fiscal year, accumulated lieu time shall be converted into annual leave.

#### **ARTICLE 24 - PAY**

- 24.01 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".
- 24.02 Employees shall be paid bi-weekly with pay earned to the previous Saturday being distributed on the following Thursday.
- 24.03 Where there is a lack of banking services at the employee's place of work, his pay cheque may be deposited to his credit in any branch of the Royal Bank of Canada.
- 24.04 The Hamlet, being prohibited from doing so under the Hamlets Act, shall not allow personal loans from Hamlet funds.
- 24.05 The Employer will not make deductions from employees' pay for remittance to third parties, except for payments to Nunavut Housing Corporation, Coral Harbour Housing Association, and water, sewer and land payments to the Employer.

#### Acting Pay

- 24.06 When an employee is required in writing by the Employer to perform the duties of a higher classification level 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 that higher classification level for the period in which he acts. The employee shall be paid at the greater of step one of the pay range for the acting classification, or the step on the pay range, which is greater than the employee's hourly wage rate.

### Pay Recovery

24.07 Where an employee has received more than his proper entitlement to wages or benefits, no employee shall be subject to such deductions in excess of twenty (20%) percent of the employee's net earnings per pay period.

### Call-Back Pay

24.08 When an employee is recalled to a place of work for a specific duty, he shall receive the greater of:

- (a) Compensation at the appropriate overtime rate as lieu time, if the employee is entitled to overtime; or
- (b) Compensation equivalent to four (4) hours' pay at the straight-time rate.

### Garnishee

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

### Performance Increments

24.10 (a) An employee holding a position for which there is a minimum and maximum rate of pay be granted increases in pay until he/she reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee, and shall not be granted to the employee until his/her Supervisor certifies to the Employer that the employee is so performing the duties of his/her position.

(b) For the purposes of such pay increases the performance of the employee shall be reviewed annually.

(c) Where the Employer intends to recommend withholding a pay increment from an employee, the Employer shall, at least three (3) weeks or earlier before the due date for the pay increment to the employee, give the employee notice in writing of his/her intention to do so. If such notice of denial is not given, the pay increment shall be implemented on the due date.

(d) Where an employee is not granted a pay increment on the day on which a pay increment would otherwise become due to him/her, a pay increment may become due to him/her six (6) months after the month he/she would have been due to have been granted a pay increment, or the Employer may defer the pay

increment for a period of twelve (12) months after the month he/she would have been due to have been granted a pay increment, at which time the employee shall be entitled to the withheld pay increment in addition to the current pay increment should performance be deemed to meet the required standard.

24.11 Application of Salary review date.

- (a) The salary review date of an employee who is promoted shall be the anniversary of the employee's most recent appointment to the Hamlet.
- (b) The salary review date of an employee who is transferred or whose position is re-evaluated shall remain unchanged.
- (c) The salary review date of an employee who has been on leave of absence without pay in excess of six (6) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.
- (d) Where the job evaluation of a position or the re-grading of a position is to take effect retroactively, only employees in that position on the date of implementation of such change shall be entitled any retroactive benefits that might accrue.

**ARTICLE 25 - DUTY TRAVEL**

25.01 An employee who is authorized to travel on Hamlet business will be reimbursed for reasonable expenses incurred, upon provision of receipts.

Pay for Travel on Behalf of Employer

25.02 Where an employee is required to travel on behalf of the Employer, he shall be paid as though he were at work for his regular workday, for each day that he travels.

25.03 The Employer will make every reasonable effort to restrict travel outside of Coral Harbour that requires absence from home beyond a period, which includes two (2) weekends.

**ARTICLE 26 - JOB DESCRIPTIONS**

26.01 When an employee is first engaged 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.

- 26.02 Upon written request, an employee shall be entitled to a complete and current Job Description.

#### **ARTICLE 27 - CLASSIFICATION**

- 27.01 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his statement of duties before he files a grievance under Article 33. Any such grievance must be filed within ninety (90) days of the alleged improper classification.

#### **ARTICLE 28 - VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS**

- 28.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly created position shall be posted for three (3) full working days. An employee desiring a position must make application in writing to the Manager within four (4) working days of the first day of posting. The applicants' skills ability and knowledge shall be considered objectively by the Employer with a view to determining the potential of the applicants to perform the job effectively and where applicants are considered by the Employer to be relatively equal in this respect, seniority shall govern.
- 28.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within twenty (20) working days of posting to the successful applicant, provided there is a successful applicant.
- 28.03 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 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.
- 28.04 Nothing in this Article requires the Employer to fill any positions that may be vacant.

28.05 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees within the Hamlet.

## **ARTICLE 29 - SENIORITY**

29.01 Seniority is defined as length of service with the Employer and shall be applied on a bargaining unit-wide basis. Where skill, ability and knowledge is relatively equal, seniority shall be the governing factor applied in determining preference for promotions and transfers.

29.02 A newly hired employee shall be on probation for a period defined in section 2.01(y). During the probationary period, the employee shall be entitled to all rights and benefits of this agreement excluding seniority except as otherwise provided. After completion of the probationary period, seniority shall be effective from the original date of employment.

29.03 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 provided on request to the employees and the Union.

29.04 Seniority shall not accumulate during a leave of absence without pay and during any period of lay-off.

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

- (a) if he is discharged for just cause and is not reinstated;
- (b) if he resigns voluntarily;
- (c) if he abandons his position;
- (d) if he fails to return from leave of absence, without just cause;
- (e) if he is on lay-off for more than six (6) months;
- (f) if he takes a leave of absence under false pretenses;
- (g) if, following lay-off, he fails to return to work within five (5) working days of being recalled.

## ARTICLE 30 - LAY-OFF

- 30.01 Lay-offs will be made when necessary on the basis of reverse order of seniority of the affected employees in the classification of work so to be reduced, provided that the remaining employees have the skill, ability and knowledge to perform the work required.
- 30.02 The Employer shall notify the Union and all affected employees who are to be laid off one (1) month prior to the effective date of lay off, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given.
- 30.03 An employee who is continuously laid off for a period of six (6) consecutive months shall be considered terminated from his employment with the Hamlet
- 30.04 The last employee laid off within the classification shall be the first recalled provided he is qualified to do the work and has not been terminated pursuant to clause 30.02.

### Recall

- 30.05 A new employee will not be hired to fill the job of a laid-off employee provided the laid-off employee has not been terminated pursuant to clause 30.02.
- 30.06 The Employer shall give notice of recall personally or by registered mail. Where notice of recall is given personally, the Employer shall deliver a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served. Where notice of recall is given by registered mail, notice is deemed to be given three (3) days from the date of mailing.
- 30.07 The employee shall return to work within five (5) working days of receipt of notice of recall. If the employee does not return to work within this period, he shall be considered terminated from his employment with the Hamlet.

## ARTICLE 31 - SEVERANCE PAY

- 31.01 An employee who has one year or more of continuous employment and is laid off is entitled to be paid severance pay at the time of lay off. Severance pay shall be two (2) weeks pay for the first complete year of continuous employment, two (2) weeks pay for the second complete year of continuous employment and one (1) weeks pay for each succeeding complete year of continuous employment, to a maximum of twelve (12) weeks, less any severance pay previously received for other occasions of lay off. For the purposes of this section, continuous

employment shall begin with the later of August 12, 1997 or the employee's commencement date.

- 31.02 Employees who are employed under third party contracts, where funding for the employee's position is provided specifically under a contract between the Employer and a third party, shall not be provided with severance pay in the event that the employee is laid off. Such employees shall be given one (1) month notice of layoff. The Union will be provided with notice of layoff at the same time as the employee is notified.

This article will apply only to employees hired after December 8, 2011.

### **ARTICLE 32 - EVIDENCE**

- 32.01 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 of.
- 32.02 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.
- 32.03 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 Hamlet and the Union, if so requested.
- (a) Where an employee is required to attend a meeting with the Employer where verbal discipline is to be imposed, the employee shall have the right to have a Union representative in attendance.
  - (b) Where an employee is required to attend a meeting with the Employer where written discipline is to be imposed, the employee shall have the right to have a Union representative in attendance. The employee shall be given twenty four (24) hours notice of such a meeting.

### **ARTICLE 33 - ADJUSTMENT OF DISPUTES**

- 33.01 The Hamlet and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation or application of a provision of this Agreement;

- (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
- (c) dismissal from the Association; and
- (d) letters of discipline placed on personnel file.

33.02 The procedure for the final resolution of the grievances listed in clause 33.01 is Arbitration.

#### Representation

33.03 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.

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 Employees decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

33.05 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, to whom a grievance is to be presented.

#### Procedure

33.06 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Manager who shall forthwith:

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

33.07 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:

- (a) First Level (first level of management)
- (b) Second Level (Senior Administrative Officer)
- (c) Third Level (Executive Committee of Council)

(d) Final Level (Arbitration)

33.08 The Union shall have the right to consult with the Manager with respect to a grievance at each or any level of the grievance procedure.

Time Limits

33.09 An employee or the Union may present a grievance to the first level of the procedure in the manner prescribed in clause 33.06 within twenty-one (21) calendar days after the date on which the grievor knew or ought to have known of the action or circumstances giving rise to the grievance.

33.10 The Employer shall reply in writing to a grievance within twenty-one (21) calendar days at level 1 and within thirty (30) calendar days at levels 2 and 3.

33.11 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level:

(a) where the decision or settlement is not satisfactory to the grievor, within twenty-one (21) calendar days after that decision or settlement has been conveyed in writing to him by the Hamlet; or

(b) where the Hamlet has not conveyed a decision to the grievor within the time prescribed in clause 33.10 within twenty-one (21) calendar days after the day the reply was due.

33.12 The time limits stipulated in this procedure are mandatory and may be extended by mutual agreement between the Hamlet and the employee, and where appropriate, the Union representative. All grievances not presented or advanced to the next level within the time limits set out in this procedure are considered abandoned and cannot later be presented or advanced.

Dismissal

33.13 When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the second Level.

Other Matters

33.14 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.

- 33.15 An employee may, by written notice to the Senior Administrative Officer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement their withdrawal has the endorsement, in writing, of the Union.
- 33.16 The Union shall have the right to initiate and present a grievance to the second level of the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 33.17 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

#### Arbitration

- 33.18 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the third Level, of his desire to submit the difference or allegation to arbitration.
- 33.19 The parties agree that arbitration referred to in clause 33.18 shall be by a single arbitrator selected by mutual agreement of the parties. The arbitration shall be heard in Coral Harbour unless mutually agreed otherwise.
- 33.20 In the event that the Hamlet and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 33.21 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.
- 33.22 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 33.23 The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.

- 33.24 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 provision of this Agreement, or to increase or decrease wages.
- 33.25 The Hamlet and Alliance shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 33.26 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 thirty (30) 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 Clerk of Nunavut Court of Justice, a copy of the decision, inclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgment or an order of that court and may be enforceable as such.
- 33.27 In addition to the powers granted to arbitrators under the Canada Labour Code the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
  - (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.
- 33.28 An Employer grievance shall be submitted to the Union directly to the President of the Nunavut Employees Union and shall be referable to Arbitration under clause 33.18.

#### **ARTICLE 34 - LIQUOR PROHIBITION**

- 34.01 Working while under the influence of alcohol or drugs is unacceptable. Employees who do so shall be subject to discipline or discharge.

## **ARTICLE 35 - TECHNOLOGICAL CHANGE**

- 35.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 35.02 With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than four (4) months' notice to the Union of any major technological change in equipment which would result in layoff or termination. In addition, the Employer agrees to consult with the Union with a view to resolving problems, which may arise as a result of the introduction of such technological change.
- 35.03 In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

## **ARTICLE 36 - LABOUR/MANAGEMENT COMMITTEE**

### **36.01 Labour/Management Committee**

- (a) A labour management committee shall be established. Said committee shall be made up of two (2) management personnel and two (2) employee representatives selected by the employees. The role of the chairperson will alternate between the Employer and the Union. The committee shall meet once every three (3) months or at the request of any of its members.
- (b) The duties of the Committee shall be:
- (i) to review health and safety concerns of the employees and/or the Employer;
  - (ii) to review work procedures, improved methods and other matters of mutual interest suggested by the employees or being implemented by the Employer; and
  - (iii) to make recommendations to the Employer.

## **ARTICLE 37 - SAFETY AND HEALTH**

- 37.01 The Employer shall comply with all applicable federal, territorial, and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

37.02 A policy on Safety and Public Health concerns will be developed by the Labour Management Committee, comprised of Hamlet management and employee representatives, to be approved by the Council. This policy, among other things, will outline the minimum essential safety equipment requirements and procedures for control of safety equipment.

#### Medical Examination

37.03 Where the employee requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, be able to obtain results of all specific medical, hearing or vision examinations conducted.

37.04 Employee shall authorize that the requested specific medical, hearing or vision examination information be supplied to the Employer with the understanding that such information will be maintained in a confidential manner in the employee's personnel file.

37.05 Employees shall not refuse to take such medical, hearing or vision examinations.

#### Accident Reports

37.06 Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated supervisor. As deemed necessary, one member from management and one employee shall jointly investigate such accidents. Where practical, such members shall be from the Labour/Management Committee.

#### First Aid Training

37.07 Employees who are required to attend First Aid and Safety training courses shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition.

### **ARTICLE 38 - WORK CLOTHING AND PROTECTIVE EQUIPMENT**

38.01 Where the following articles are required by the Employer or the Workers' Safety and Compensation Commission:

- (a) Hard hats;
- (b) Aprons;
- (c) Welding goggles;

- (d) Dust protection;
- (e) Eye protection, except prescription lenses;
- (f) Ear protection;
- (g) Coveralls;
- (h) Work gloves.

the Employer shall supply employees with the articles of equipment as required.

38.02 When the following articles are required by the Employer or the Workers' Safety and Compensation Commission, the Employer shall replace these articles as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:

- (a) Hard hats;
- (b) Aprons;
- (c) Welding goggles;
- (d) Dust protection;
- (e) Eye protection, except safety prescription glasses;
- (f) Ear protection;
- (g) Coveralls;
- (h) Work gloves.

38.03 Employees shall be responsible for replacing lost work clothing and protective equipment.

38.04 Work clothing and protective equipment supplied by the Employer will only be used during an employee's hours of work, and must be worn on the job by employees.

38.05 Employees in the following classifications:

Garbage Truck Operator	Assistant Garbage Truck Operator
Sewage Truck Operator	Water Truck Operator
Building Maintainer	Heavy Equipment Operator
Mechanic	Foreman

Airport Heavy Equipment Operator Recreation Facility Maintainer

Shall be reimbursed up to five hundred (\$500) dollars per calendar year, upon provision of receipts, for the purchase of safety work boots and outdoor clothing not provided by the Employer.

### ARTICLE 39 - APPRENTICES

39.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Hamlet:

39.02 The Apprenticeship, Trade and Occupations Act and Regulations shall apply to all Apprentices employed by the Hamlet. A copy of relevant Regulations shall be supplied to the apprentice upon appointment.

39.03 The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprenticeship, Trade and Occupations Act.

39.04 Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.

39.05 Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

#### Four Year Training Programs

Year 1	50%
Year 2	60%
Year 3	70%
Year 4	80%

39.06 The Employer will pay the Apprentice while attending trade courses in accordance with the Employees Policy regarding financial support while in trade training.

39.07 Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Agreement.

39.08 Where an Apprentice fails after two attempts to successfully complete a trade-training course, a recommendation may be made to the Superintendent of Apprenticeship Training to cancel his contract and the Apprentice may be terminated.

39.09 Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Hamlet.

#### **ARTICLE 40 - INSURANCE BENEFITS AND PENSION**

40.01 The Hamlet and the employees shall participate in the Northern Employers Benefit Services pension plan and shall make contributions as required by that plan.

40.02 The Hamlet will share with employees the cost of premiums under Northern Employees Benefit Services (NEBS). Premiums for employees and the Hamlet, and benefits provided are as determined Northern Employees Benefit Services (NEBS). Currently, the following benefits are provided:

- (a) Life;
- (b) Long term disability;
- (c) Accidental Death and Dismemberment;
- (d) Dependent life; and
- (e) Extended Health and Dental.

Participation in the benefit plans is mandatory for indeterminate employees unless the coverage is provided by another means, such as through the Nunavut Health Plan.

#### **ARTICLE 41 - ULTIMATE REMOVAL ASSISTANCE**

41.01 The employees of the Hamlet shall be entitled to removal in accordance with Council policy.

#### **ARTICLE 42 - SOCIAL JUSTICE FUND**

42.01 The Employer shall contribute one (1) cent per regular hour worked to the PSAC Social Justice Fund and such contribution shall be made for all regular hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made quarterly (or annually), and such contributions shall be remitted to the PSAC National Office.

42.02 It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the PSAC Social Justice Fund Charter.

42.03 The Employer shall not be required to make any payments to the Union under this Article until the Union has provided the Employer with a copy of the PSAC Social Justice Charter.

#### **ARTICLE 43 - PROFESSIONAL DEVELOPMENT THROUGH MUNICIPAL TRAINING ORGANIZATION**

43.01 Professional development refers to an activity, which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:

- (a) a course or workshop given by the Employer;
- (b) a course or workshop offered by Municipal Training Organization;
- (c) a research program carried out in a recognized institution;
- (d) a conference, symposium, seminar, convention or study session in a field related to the employee's work.

43.02 The employee shall repay the Employer all allowances paid to him or her during the education leave or a lesser sum on a pro-rated basis if the employee:

- (a) fails to complete the approved program of studies without justifiable reasons;
- (b) does not resume employment with the Employer following completion of the program; or
- (c) ceases to be employed before termination of the period her or she has undertaken to serve after completion of the program.

43.03 During the course of study, any overtime will be paid out or banked in lieu as straight hours as it is not actual work done.

The employer shall reimburse the following expenses:

- (a) airfare and transportation costs;
- (b) accommodations;
- (c) salary and all benefits;

(d) A daily meal rate of \$121.25 will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed:

- (i) Breakfast \$ 19.90
- (ii) Lunch \$ 26.95
- (iii) Dinner \$ 57.10
- (iv) Incidentals \$ 17.30

These rates are effective April 1, 2008, and will be adjusted as the Federal Government rates are changed (April 1st & October 1st of each year).

#### **ARTICLE 44 - NORTHERN ALLOWANCE**

44.01 All employees shall be paid a Northern Allowance. This allowance shall be based upon an annual amount and shall be divided by 1820. The Northern Allowance shall be paid on all regular hours paid.

Effective April 1, 2011 the Northern Allowance shall be \$16,500

Effective April 1, 2012 the Northern Allowance shall be \$17,000.

Effective April 1, 2013 the Northern Allowance shall be \$17,500.

44.02 Each employee eligible to receive Northern Allowance can choose which of the following payment options available for payment of the allowance:

- (a) To receive the allowance paid in equal installments in every bi-weekly pay period;
- (b) To receive one half (1/2) of the allowance paid in a lump sum on October 1st and one half (1/2) paid in a lump sum on April 1st; or
- (c) To receive one half (1/2) of the allowance paid in bi-weekly installments and one half (1/2) paid in a lump sum on April 1st.

44.03 Employees must advise the Employer by March 1 of each year how they wish to receive their Northern Allowance in the following fiscal year. If an employee does not, the employee shall receive Northern Allowance in accordance with paragraph 44.02(a).

44.04 Employees who commence employment during a fiscal year shall receive Northern Allowance in accordance with paragraph 44.02(a) for that fiscal year.

- 44.05 In the event that an employee terminates his/her employment before March 31st , and the employee has elected to receive some of all of his/her Northern Allowance in a lump sum, the employee will receive the elected lump sum payment on a pro rated basis, calculated up to the date of termination of employment.
- 44.06 A part-time employee shall receive his/her Northern Allowance on a pro rated basis.
- 44.07 Twenty five percent (25%) of an employee's Northern Allowance shall be designated as a travel allowance pursuant to the Income Tax Act.

#### **ARTICLE 45 - CIVIL LIABILITY**

- 45.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his/her duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him must notify 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 willful breach or negligence of his/her duty as an employee;
  - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a willful breach or negligence of his/her duty as an employee;
  - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel;
  - (e) Nothing in this section shall interfere with the right of the Employer to defend itself or the employee.

## **ARTICLE 46 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS**

### Re-Opener of Agreement

46.01 This Agreement may be amended by mutual consent.

### Mutual Discussions

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

## **ARTICLE 47 - DURATION AND RENEWAL**

47.01 The term of this Agreement shall be from April 1, 2011 to March 31, 2014.

All provisions of this Agreement shall take effect upon date of ratification of this Agreement, except where a different date is specified.

47.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 33, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective, or until the requirements of Section 89 of Canada Labour Code, have been met.

47.03 Within four months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with subsection I of Section 49 of Canada Labour Code.

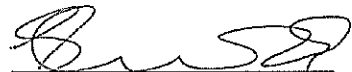
47.04 Where notice to commence collective bargaining has been given under clause 47.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new collective agreement has been concluded in accordance with Section 50 of the Canada Labour Code.


Signed at Coral Harbour this 9<sup>th</sup> day of December, 2011.

Hamlet of Coral Harbour

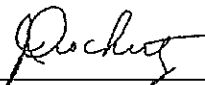
  
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Marvin Dion  
Hamlet Councilor

  
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Joe Neiser  
Hamlet Councilor

  
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Leonie Pameolik  
Senior Administrative Officer

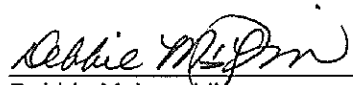
  
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~~Leonie Pameolik~~ GLENN TAIT  
Senior Administrative Officer  
NEGOTIATOR

Public Service Alliance of Canada

  
\_\_\_\_\_  
Julie Docherty  
PSAC Regional Executive Vice- -  
President - North

  
\_\_\_\_\_  
Douglas Pameolik  
Bargaining Committee Member

  
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John Eetuk  
Bargaining Committee Member

  
\_\_\_\_\_  
Debbie McLaughlin  
PSAC Regional Representative

Appendix "A"

**LIST OF CLASSIFICATIONS**

<b>Position</b>	<b>Pay Range</b>
By-Law Enforcement Officer	3
Garbage Truck Operator	3
Municipal Liaison Officer	3
Recreation Facility Maintainer	3
Sewage Truck Operator	3
Executive Assistant	3
Water Truck Operator	4
Building Maintainer	4
Finance Officer/Trainee or Clerk	4
Heavy Equipment Operator	4
Airport Maintainer	5
Recreation Coordinator	5
Economic Development Officer	6
Head Mechanic	10

NOTE: Assistant Recreation Facility Maintainer and Government Liaison Officer are not full time positions.

**APPENDIX “A” - PAY GRIDS**

<b>Effective April 1, 2011</b>					
<b>Pay Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	\$ 16.90	\$ 17.37	\$ 18.60	\$ 19.61	\$ 20.50
2	\$ 18.76	\$ 19.69	\$ 20.68	\$ 21.69	\$ 22.78
3	\$ 20.83	\$ 21.87	\$ 22.97	\$ 24.13	\$ 25.33
4	\$ 23.13	\$ 24.30	\$ 25.53	\$ 26.79	\$ 28.15
5	\$ 25.73	\$ 27.01	\$ 28.34	\$ 29.79	\$ 31.28
6	\$ 28.58	\$ 30.02	\$ 31.50	\$ 33.08	\$ 34.74
7	\$ 31.44	\$ 32.99	\$ 34.74	\$ 36.40	\$ 38.20
8	\$ 34.59	\$ 36.32	\$ 38.12	\$ 40.03	\$ 42.05
9	\$ 38.04	\$ 40.01	\$ 41.92	\$ 44.02	\$ 46.25
10	\$ 41.84	\$ 43.94	\$ 46.14	\$ 48.35	\$ 50.87

<b>Effective April 1, 2012</b>					
<b>Pay Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	\$ 17.32	\$ 17.80	\$ 19.07	\$ 20.10	\$ 21.01
2	\$ 19.23	\$ 20.18	\$ 21.20	\$ 22.23	\$ 23.35
3	\$ 21.35	\$ 22.42	\$ 23.54	\$ 24.73	\$ 25.96
4	\$ 23.71	\$ 24.91	\$ 26.17	\$ 27.46	\$ 28.85
5	\$ 26.37	\$ 27.69	\$ 29.05	\$ 30.53	\$ 32.06
6	\$ 29.29	\$ 30.77	\$ 32.29	\$ 33.91	\$ 35.61
7	\$ 32.23	\$ 33.81	\$ 35.61	\$ 37.31	\$ 39.16
8	\$ 35.45	\$ 37.23	\$ 39.07	\$ 41.03	\$ 43.10
9	\$ 38.99	\$ 41.01	\$ 42.97	\$ 45.12	\$ 47.41
10	\$ 42.89	\$ 45.04	\$ 47.29	\$ 49.56	\$ 52.14

<b>Effective April 1, 2013</b>					
<b>Pay Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	\$ 17.75	\$ 18.25	\$ 19.55	\$ 20.60	\$ 21.54
2	\$ 19.71	\$ 20.68	\$ 21.73	\$ 22.79	\$ 23.93
3	\$ 21.88	\$ 22.98	\$ 24.13	\$ 25.35	\$ 26.61
4	\$ 24.30	\$ 25.53	\$ 26.82	\$ 28.15	\$ 29.57
5	\$ 27.03	\$ 28.38	\$ 29.78	\$ 31.29	\$ 32.86
6	\$ 30.02	\$ 31.54	\$ 33.10	\$ 34.76	\$ 36.50
7	\$ 33.04	\$ 34.66	\$ 36.50	\$ 38.24	\$ 40.14
8	\$ 36.34	\$ 38.16	\$ 40.05	\$ 42.06	\$ 44.18
9	\$ 39.96	\$ 42.04	\$ 44.04	\$ 46.25	\$ 48.60
10	\$ 43.96	\$ 46.17	\$ 48.47	\$ 50.80	\$ 53.44