

COLLECTIVE AGREEMENT

between

PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its agent

Nunavut Employees Union

and

HAMLET OF PANGNIRTUNG

Expires: March 31, 2012

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Article 1 - Purpose Of Agreement

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

Article 2 - Interpretation And Definitions

2.01 For the purpose of this Agreement:

- (a) "Agreement" and "Collective Agreement" means this Collective Agreement.
- (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 the Senior Administrative Officer, Assistant Senior Administrative Officer, Financial Comptroller, Hamlet Foreman, and casual workers.
- (e) "Casual employee" means a person employed by the Employer for work of a temporary nature not to exceed four (4) continuous months. A series of casual workers shall not be hired in lieu of establishing a permanent or term position.
- (f) A "common-law spouse" relationship is said to exist when for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be their spouse.

- (g) "Continuous Employment" and "Continuous Service" means uninterrupted service with the Hamlet and;
- (i) with reference to re-appointment of a lay-off or a temporary 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 and is re-employed within a period of six (6) months, his periods of employment for purposes of, sick leave, special leave, vacation leave, and vacation travel benefits shall be considered as continuous employment.
- (h) "Continuous operation" means any operation in which each seven (7) day period operations once commenced normally continue day and night without cessation until the completion of the regularly scheduled operations for that period.
- * (i) "Contract Positions" means positions funded through a contract with a third party. Positions affected include Librarian, Income Support, Post Office Mistress, Airport Maintainer(s) and Economic Development Officer (EDO).
- (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 incapability, to a new position for which the maximum pay is less than that of his former position.
- (l) "Dependant" means a person residing with an employee who is: the employee's spouse (including common-law); child, step-child, adopted child (who is under nineteen years of age and dependent upon the employee for support or being nineteen years or more and dependent upon the employee by reason of mental or physical infirmity); or any other relative of the employee's household who is wholly dependent upon the employee for support by reason of mental or physical infirmity.
- (m) "Employee" means a member of the bargaining unit.

- (n) "Employer" means the Hamlet Council of Pangnirtung, as represented by the Senior Administrative Officer of the Municipal Corporation.
- (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 that the Employer submits to the Union, to be processed through the grievance procedure.
- (q) "Hamlet" means the Hamlet of Pangnirtung.
- (r) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement.
- (s) "Lay-Off" means an employee whose employment has been terminated because of lack of work or lack of funding.
- (t) "Leave of Absence" means absence from duty with the Employer's permission.
- (u) "Lieu time" means the equivalent leave with pay taken in lieu of payment.
- (v) "Manager" means the Senior Administrative Officer for the Hamlet of Pangnirtung.
- (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 other levy.
- (x) "Overtime" means work performed by an employee before or after or in excess or outside of his usually scheduled hours of work. In the case of 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) "Permanent part time employee" means a person employed by the Hamlet, whose normal hours of work are less than the normal hours of work scheduled in a week for full time employees. Permanent part time employees shall receive all employee benefits prorated to normal hours of work in a week.

- (z) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to a permanent position in the Hamlet or a period of four (4) months after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion, the Employer shall appoint him to his former position or one at the same level.
- (aa) "Promotion" means the appointment of an employee to a new position, the rate of pay of which exceeds that of his former position.
- (bb) "Rates of Pay"
 - (i) "Daily rate of pay" means an employee's hourly rate of pay multiplied by 7.5".
 - (ii) "Weekly rate of pay" means an employee's daily rate of pay multiplied by five (5); and
 - (iii) "Bi-weekly rate of pay" means an employee's weekly rate of pay multiplied by two (2); and
 - (iv) "Annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176.
- (cc) "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.
- (dd) "Seasonal employee" means a person employed in work of a seasonal nature, which is not continuous throughout the year but recurs in successive years.
- (ee) "Temporary Lay-Off" means an employee whose employment has been momentarily discontinued for a period of up to one (1) month because of lack of work.
- (ff) "Temporary Employee" means a person who is employed by the Hamlet to replace a regular Employee who will be absent from the workplace for a period of not less than four (4) months and not more than thirteen (13) months.

- (gg) "Transfer" means the appointment of an employee to a new position that does not constitute a promotion or demotion.
- (hh) "Week" for the purposes of this Agreement shall be deemed to commence on Monday and terminate at midnight on Sunday.
- (ii) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.

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

- (a) if defined in the Labour Standards Act or in the Regulations made thereunder, have the same meaning as given to them in that Act; and
- (b) if defined in the Interpretation Act, but not defined in the Act mentioned in paragraph (a), have the same meaning as given to them in the Interpretation Act.

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.

2.04 "May" shall be regarded as permissive and "shall" and "will" as imperative.

ARTICLE 3 - RECOGNITION

3.01 The Hamlet recognizes the Union as the exclusive bargaining agent for all employees.

ARTICLE 4 - HUMAN RIGHTS

Discrimination

4.01 The Employer, the employees and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any employee by reason of age, sex, race, colour, creed, national or ethnic origin, marital status, family status, sexual orientation, disability, conviction for which a pardon has been granted, religious or political association or belief, place of origin, gender identity, family status, pregnancy, social condition, by reason of union membership or activity, nor by reason of exercising their rights under the Collective Agreement. Notwithstanding the above the Employer may implement Affirmative Action plans based on native employment as recognized in the Canadian Constitution.

4.02 No employee, who, in good faith, makes public any Government wrongdoing or environmental damage, shall be disciplined, harassed or discriminated against by the Employer, subject to the following:

(a) When the matter concerns the governance or management of the Hamlet of Pangnirtung, an employee must first notify the SAO, or the Hamlet Council, of his or her concerns, and give a reasonable amount of time for the matter to be investigated and acted upon.

4.03 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.

4.04 Cases of proven unwanted personal harassment, sexual harassment or abuse of authority by a person employed by the Employer is considered a disciplinary infraction and will be dealt with as such.

Personal Harassment

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

Sexual Harassment

4.06 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature

(a) that is likely to cause offence or humiliation to any employee;

(b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

4.07 Every employee is entitled to employment free of sexual harassment.

4.08 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.

- 4.09 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 4.10 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.
- 4.11 The Employer shall, after consulting with the employees, issue a policy statement concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning sexual harassment.

Equal Pay for Work of Equal Value

- 4.12 The Employer agrees to recognize the principles of Equal pay for work of equal value regardless of the sex of the employee.

Physical or Mental Disability/Duty to Accommodate

- 4.13 The Employer and the Union acknowledge that each has a legal duty to accommodate.
- (a) The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his normal work functions as a result of his employment with the Employer.
- (b) In such situations, the Employer, the Union and the employee shall meet to explore reasonable alternative employment consistent with the employee's condition.

Freedom from Workplace Violence

- 4.14 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 4.15 Every Employee is entitled to employment free of workplace violence.
- 4.16 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.

- 4.17 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 4.18 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 4.19 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 thereof.
- 4.20 The Employer shall, after consulting with the employees, issue a policy statement concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

ARTICLE 5 - APPLICATION

- 5.01 The provisions of this Agreement apply to the Union, the employees and the Hamlet of Pangnirtung.

Agreement Costs

- 5.02 The Employer shall arrange for translation of this Agreement into Inuktitut by a third party independent translator within six (6) months of the ratification of this Agreement. The Employer and the Union shall share equally the full costs of such translation. In any dispute between the versions of this Agreement, the English version shall govern.

ARTICLE 6 - CONFLICT OF PROVISIONS

- 6.01 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 7 - EMPLOYER DIRECTIVES

- 7.01 Except to the extent provided in this Agreement, this Agreement in no way restricts the Hamlet in the management of the Hamlet and the direction of its working force. Management shall exercise its rights in a manner which is fair, reasonable, and consistent with the terms of this Agreement.

ARTICLE 8 - EMPLOYER DIRECTIVES

- 8.01 The Hamlet shall provide the Union Local with a copy of all personnel directives. Where the Hamlet proposes to issue a personnel directive, which is intended to clarify the interpretation or application of the Agreement, the Hamlet shall request and consider the advice of the Union prior to issuing such directives.

ARTICLE 9 - RESTRICTION ON OUTSIDE EMPLOYMENT

- 9.01 An employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Hamlet subject to Clauses 9.02 and 9.03 listed below. The employee shall inform the Senior Administrative Officer in writing of his intention to undertake such business or employment.
- 9.02 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 or requested overtime and his outside interests; and
 - (b) certain knowledge and information available only to Hamlet of Pangnirtung personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

Use of Employer Premises and Equipment

- 9.03 No employee shall use the Employer's equipment or services for their own purpose or benefit, which includes the transportation of dependants with Hamlet vehicles. It is agreed that this clause shall not apply to employees on standby as authorized by the Employer.

ARTICLE 10 - CIVIL LIABILITY

- 10.01 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 duties, then Clauses 10.02 to 10.06 listed below shall apply.
- 10.02 The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Senior Administrative Officer of any such notification or legal process.
- 10.03 The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees.
- 10.04 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 gross disregard or neglect of his duty as an employee. The employee shall not enter into any settlement agreement without the express written authority of the Employer and if he does enter into any such settlement agreement without proper authorization he agrees to waive any rights provided to him under this Article.
- 10.05 Upon the employee notifying in accordance with Clause 10.02 above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The employee agrees to cooperate fully with appointed counsel.
- 10.06 If upon adjudication of a matter arising out of this Article there is a finding that the employee was not acting in the performance of his duties at the time of the alleged tort then he shall be indebted to the Employer for an amount equal to the expenses incurred on his behalf pursuant to this Article. Prior to said recovery the Employer and employee shall discuss an acceptable recovery schedule.

ARTICLE 11 - STRIKES AND LOCKOUTS

- 11.01 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 life of this Agreement.

ARTICLE 12 – UNION MEMBERSHIP FEE DEDUCTION

- 12.01 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.
- 12.02 The Alliance shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04 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.
- 12.05 The amounts deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 12.06 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 Employer.
- 12.07 The Employer agrees to identify annually on each employee' T-4 slip the total amount of Membership Fees deducted for the preceding year.

ARTICLE 13 - UNION ACCESS TO EMPLOYER PREMISES

- 13.01 Upon reasonable notice, the Employer shall permit access to its work premises of an accredited representative of the Union.

ARTICLE 14 - INFORMATION

- 14.01 The Employer agrees to provide the Union within thirty (30) days of change occurring in the Bargaining Unit, with the name, address, job title, rate of pay and social insurance number of all employees in the Bargaining Unit.

14.02 The Employer shall indicate which employees have been recruited or transferred and those employees who have resigned or retired, or have been laid off, during the period reported.

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

14.04 The Employer shall provide each newly hired employee with a copy of the Collective Agreement.

Provision of Bulletin Board Space and Other Facilities

14.05 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.

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

14.07 The Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room for each local or branch to be used from time to time for the conducting of business relating to the Bargaining Unit.

14.08 The Employer will deliver any mail originating from the Union addressed to members.

ARTICLE 15 - UNION REPRESENTATIVES AND UNION TIME-OFF

15.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the name of its representatives and alternates as soon as possible.

Time-off for Union Business: Conciliation or Arbitration Hearings

15.02 The Employer will grant leave with pay for up to two (2) representative employees and the Grievor before a Conciliation or Arbitration Board hearing.

Employee called as a Witness

15.03 The Employer will grant leave with pay to an employee called as a witness before a Conciliation or Arbitration Board hearing, and leave with pay to an employee called as a witness by the Union.

Arbitration Hearing (Grievance)

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

Employee Who Acts as a Grievance Representative

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

Employee Called as a Grievance Witness

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

Grievance Process

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

Contract Negotiations Meetings

- 15.08 The Employer shall grant leave with pay for up to three (3) employees for the purpose of attending contract negotiations and conciliation meetings.

Union Full Executive Meetings, Congress and Conventions

- 15.09 Where operational requirements permit, the Employer will grant reasonable leave to a reasonable number of employees to attend full executive meetings and conventions of the Union, Alliance, Canadian Labour Congress, and Northern Territories Federation of Labour. The Employer shall pay the employee's salary and benefits at the same time and in the same manner as if the employee had worked during that time period, and shall be reimbursed by the Union for the salary and the Employer's share of the benefits for that employee.

Representatives Training Course

- 15.10 Where operational requirements permit, the Employer will grant reasonable leave to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative. The Employer shall pay the employee's salary and benefits at the same time and in the same manner as if the employee had worked during that time period, and shall be reimbursed by the Union for the salary and the Employer's share of the benefits for that employee.

Leave for Union Paid Officers

- 15.11 An Employee elected, as a Union paid officer shall be granted leave without pay and benefits for the term of office. Seniority shall not accumulate during this period of leave of absence without pay.

- 15.12 The Union paid officer shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 15.13 Upon termination of his leave of absence the Union paid officer shall be offered his/her former position, or an equivalent position, held with the Employer before they commenced the leave of absence. When such employee wishes to invoke this clause he shall provide the Employer with sixty (60) days notice of his intent to do so.
- 15.14 A leave of absence for the purposes of this Section shall be guaranteed for one term of office. In the event that an extension is desired it shall be requested and shall not be unreasonably denied. If the leave of absence is extended and during that period work methods have changed to the extent that retraining is necessary, the employee shall provide retraining for himself at no cost to the Employer.
- 15.15 Notwithstanding Clause 15.15, the Employer may make an offer of employment to the Union paid officer to a position inside the Bargaining Unit should the Union paid officer bid on a competition and be the successful candidate.

One Week Secondment

- 15.16 Upon reasonable notification, the Employer shall grant leave to a Union representative seconded, for a minimum period of one week, to serve as President of the Union on a temporary basis. The Employer shall pay the employee's salary and benefits at the same time and in the same manner as if the employee had worked during that time period, and shall be reimbursed by the Union for the salary and the Employer's share of the benefits for that employee.
- 15.17 It is understood that small group meetings may be held from time to time as required on the Employer's premises during regular working hours as long as such meetings do not interfere with the normal performance of duties.

ARTICLE 16 – DESIGNATED PAID HOLIDAYS

- 16.01 The following days are Designated Paid Holiday for employees covered by this Collective Agreement:
- (a) New Year's Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) Victoria Day;

- (e) Canada Day;
- (f) Nunavut Day;
- (g) The first Monday in August, or another day fixed by order of the Commissioner of the Nunavut;
- (h) Labour Day;
- (i) Thanksgiving Day;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day;
- (m) Hamlet Day

16.02 When the Mayor of Pangnirtung or Nunavut Commissioner agrees to provide the majority of employees in Pangnirtung with time off in support of a community function and operational requirements do not permit an employee to participate, then they shall be paid at their regular rate of pay.

16.03 Clause 16.01 does not apply to an employee who is absent without leave on either the working day immediately preceding or the working day following the Designated Paid Holiday. An employee may appeal to the Labour/Management Committee to waive Clause 16.03 on a case-by-case basis.

Holiday Falling on a Day of Rest

16.04 When a Designated Paid Holiday coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his day of rest.

Designated Holiday Substitution

16.05 An employee and Employer may if mutual agreeable, observe a Designated Paid Holiday on another day.

16.06 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 16.04 or 16.05, then work performed by an employee on the day:

- (a) from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest in the case of Clause 16.04;
- (b) from which the Designated Paid Holiday was moved shall be considered as a normal working day in the case of Clause 16.05;
- (c) to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.

- 16.07 When the Hamlet requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of work or as overtime when he is not scheduled to work, he shall be paid in addition to the pay that he would have been granted had he not worked on the Designated Paid Holiday, time and one-half for all hours worked.
- 16.08 Where 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.
- 16.09 Except in the case of emergencies, at the request of the employee, an employee shall not be required to work both Christmas and New Year's Day.

ARTICLE 17 - LEAVE GENERAL

- 17.01 Employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated the employee shall be considered to have earned that amount of leave with pay granted to him provided that an employee's employment is terminated by:
- (a) his death; or
 - (b) lay-off instituted at any time after he has completed one (1) year of continuous employment.
- 17.02 During the month of July in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick, and vacation leave credits as of the 30th day of June. An employee, upon written request, may require a statement of an up-to-date balance of his leave credits. The Employer will make every reasonable effort to provide this statement within three business days.
- 17.03 When an employee is granted leave without pay, the employee shall not be entitled to any pay, benefits or allowances for the period of leave of absence without pay, unless such benefits or allowances are specifically provided in this Agreement.

ARTICLE 18 - VACATION LEAVE

Accumulation of Vacation Leave

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

- (a) one and one-quarter (1¼) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed;
- (b) one and two-thirds (1-2/3) 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 1/12) days each month after completion of ten (10) years of continuous employment and ending in the month that eighteen (18) years of continuous service is completed;
- (d) two and one-half (2½) days each month commencing in the month after completion of eighteen (18) years of continuous employment.

18.02 The accumulated service for part-time employees shall start April 1, 1992 and shall be counted for the improved vacation leave entitlements in paragraphs (a), (b), (c), and (d) of Clause 18.01.

Granting of Vacation Leave

18.03 The Employer shall grant vacation leave at times convenient to both the Employer and the employee.

18.04 The Employer shall make every reasonable effort to reply to a request for vacation leave and the Employer must approve application for vacation leave at least ten (10) working days before the proposed vacation travel day. Where the Employer has proposed to deny the vacation leave, the Employer shall provide the employee with the reasons, in writing.

18.05 Where in respect of any period of vacation leave, an employee is granted sick or special leave with pay;

- (a) when there is a death or illness in his immediate family as defined in Clause 19.03; or
- (b) is granted sick leave on production of a medical certificate; then,

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

Carry-Over Provisions

- 18.06 Employees are permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement can be liquidated in the month of June.

Leave When Employment Terminates

- 18.07 Where an employee dies or otherwise terminates his employment, the employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment.
- 18.08 The Employer shall grant an employee any vacation leave earned but not used by him before employment is terminated by lay-off, if the employee so requests.

Vacation Travel Days

- 18.09 Each employee taking vacation leave shall be entitled to two (2) vacation travel days once per fiscal year.

ARTICLE 19 - SPECIAL LEAVE CREDITS

- 19.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at a rate of one-half ($\frac{1}{2}$) 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.
- 19.02 An employee has the option to convert two (2) days of special leave credits into annual leave at the end of each fiscal year.
- 19.03 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, grandparent, grandchild, aunt, uncle, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 19.04 The Senior Administrative Officer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
- (a) when there is a death in the employee's immediate family;
 - (b) when an employee is to be married;

- (c) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.

19.05 The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days where special circumstances not directly attributable to the employee prevent his reporting to duty, including:

- (a) serious household or domestic emergencies;
- (b) a general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty. This includes employees caught on the land during severe weather conditions;
- (c) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person.

19.06 The Labour/Management Committee shall hear appeals concerning special leave denials when requested by the affected employee.

19.07 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Clauses 19.04 or 19.05 may be granted by the Senior Administrative Officer.

Birth or Adoption

19.08 An employee shall be granted special leave with pay for one (1) working day on the occasion of the birth or adoption of their child if the child is born or adopted in Pagnirtung and up to three (3) days if the child is born or adopted outside of the community. This leave may be divided into two parts and taken on separate days.

Quarantine

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

ARTICLE 20 - SICK LEAVE

Credits

20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which he receives pay for at least ten (10) days.

20.02 Subject to the remainder of this Article, all absences on account of illness or medical/dental appointments on a normal working day shall be charged against an employee's accumulated sick leave credits.

- (a) When a member of the immediate family becomes ill and the employee is required to care for the immediate family member and the period of absence from work is at least one (1/2) half of a workday but less than a full workday, one half (1/2) day shall be charged against an employee's accumulated sick leave credits.

20.03 Unless otherwise informed by the Employer an employee must sign a statement stating that because of this illness or injury he was unable to perform his duties.

20.04 An employee is required to produce a certificate from a qualified medical practitioner or community health nurse, certifying that such employee is unable to carry out his duties due to illness:

- (a) for sick leave in excess of three (3) consecutive working days;
- (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave on nine (9) occasions wholly on the basis of the statements signed by him.

20.05 Unused sick leave credits shall accumulate and be carried over into the subsequent year.

20.06 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

Transportation to a Medical Centre Travel Time

20.07 Every employee who is proceeding to a medical centre shall be granted leave of absence with pay which is to be charged against his or her sick leave credits for the lesser of four (4) days or the actual time taken to travel from his or her post to a medical centre and return.

20.08 An employee who is proceeding to a medical centre for more than a week, and who has provided the Employer with a certificate from the employee's health care provider confirming that the employee has an illness or injury that requires medical travel, shall be granted an advance of fifty (50%) per cent of his or her biweekly salary, upon request.

ARTICLE 21 – MATERNITY AND PARENTAL LEAVE

Maternity Leave

- 21.01 (1) An Employee who becomes pregnant shall:
- (a) notify the Employer of her pregnancy at least (15) fifteen weeks prior to the expected date of termination of her pregnancy; and,
 - (b) be granted a leave of absence without pay, commencing not more than eleven (11) weeks before the expected date of the termination of her pregnancy and ending not later than twenty-six (26) weeks after the date of termination of her pregnancy.
- (2) At the written request of an employee, the Employer may vary the time specified in 21.02(1) provided that the employee submits the written approval of either a qualified medical practitioner or a person approved by the Deputy Minister of Health.
- (3) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the unborn child, the Employer will either change those working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take a leave of absence without pay for the duration of her pregnancy.
- (4) An employee who has been continuously employed for six (6) months, who has applied for maternity leave, and who provides the Employer with proof that she has applied for, or is in receipt of Employment Insurance benefits shall be entitled to a maternity leave allowance.
- (5) Maternity leave allowance payments will consist of:
- (a) for two (2) weeks, ninety-three (93%) percent of the employee's weekly rate of pay;

(b) for up to an additional fifteen (15) weeks, a payment equal to the difference between ninety-three (93%) percent of the employee's weekly rate of pay and the amount of Employment Insurance benefits being received by the employee.

(c) Where an employee becomes eligible for a pay increase or an economic increase in the period in which the employee was in receipt of maternity leave allowance, the payments shall be adjusted accordingly.

- (6) An employee receiving maternity leave allowance payments shall sign a certificate stating that she will return to work and remain in the Employer's employ for a period of at least six (6) months after the expiry of her maternity leave, or maternity and parental leave, and that she will return to work immediately following the expiry of her maternity leave, or maternity and parental leave, unless this date is modified with the Employer's consent.
- (7) Should the employee fail to return to work in accordance with Article 21.02 (6), except by reason of death, disability or lay off, the employee recognizes that she is indebted to the Employer for the total amount of the maternity leave allowance. Should the employee not remain in the Employer's employ for a period of at least six (6) months following the expiry of her maternity and parental leave, the employee recognizes that she is indebted to the Employer for a prorated portion of her maternity leave allowance, based upon the number of months she has remained in the Employer's employ.
- (8) While an employee is receiving maternity leave allowance as outlined in 21.02 (5), the employer shall, at the written request of the employee:
- (a) deduct the employee share of NEBS benefit premiums, and submit both the employee contribution and the Employer contribution to NEBS; and
 - (b) deduct the employee contribution to the RRSP plan, up to the maximum allowed in Article 43, and submit both the employee contribution and the matching Employer contribution to Standard Life.
- (9) While an employee is on maternity and parental leave and not receiving maternity leave allowance, if the employee wishes to continue on her NEBS benefits and RRSP plan, she shall so indicate to the employer in writing, and
- (a) by the end of each month, provide the employer with the employee share of NEBS benefit premiums, whereupon the Employer will submit both the employee contribution and the Employer contribution to NEBS; and

- (b) at any time throughout the maternity leave, or maternity and parental leave, submit to the Employer a contribution to the RRSP plan, up to the maximum allowed in Article 43, whereupon the Employer will match this amount and will submit both the employee contribution and the Employer contribution to Standard Life.

21.02 Maternity and parental leave without pay granted by the Employer shall be counted for the calculation of continuous employment.

Parental and Adoption Leave

21.03 Where an employee has or will have the actual care and custody of his/her newborn child; or where an employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority, the employee shall be granted parental leave without pay for a single period of thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.

21.04 While an employee is on parental leave without pay or adoption leave without pay, if the employee wishes to continue on his or her NEBS benefits and RRSP plan, he or she shall so indicate to the employer in writing and:

- (a) by the end of each month, provide the Employer with the employee share of NEBS benefit premiums, whereupon the Employer will submit both the employee contribution and the employer contribution to NEBS; and
- (b) at any time throughout the parental or adoption leave, submit to the Employer a contribution to the RRSP plan, up to the maximum allowed in Article 43, whereupon the Employer will match this amount and will submit both the employee contribution and the Employer contribution to Standard Life.

21.05 Parental leave 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 shall not exceed a total of fifty-two (52) weeks.

21.06 When an employee takes both maternity leave and parental leave, parental leave must commence immediately upon expiry of maternity leave.

21.07 The total amount of maternity leave and parental leave that can be taken by an employee, or by an employee couple, both of whom work for the Employer, is fifty-two (52) weeks.

Protective Reassignment for Nursing Mothers

21.08 A female employee who has returned to work after a period of maternity and/or parental leave and is still nursing her child, and who produces a statement from her physician that her working conditions may be detrimental to her health or that of her 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 a leave of absence without pay. This accommodation will be for the period of time the employee continues to nurse her child, to a maximum of twelve months after her return from maternity and/or parental leave.

Care and Nurturing for Pre-School Children

21.09 At the request of an employee leave without pay in one (1) or more periods of time to a total maximum of two (2) years during an employees total period of employment may be provided for the care and nurturing of pre-school children.

ARTICLE 22 - CASUAL LEAVE

22.01 Employees may be granted casual leave with pay. The Labour/Management Committee shall hear appeals concerning casual leave denials when requested by the affected employee.

22.02 Employees may be granted casual leave with pay for:

- (a) legal appointments;
- (b) meetings with local school authorities during working hours;

at the discretion of the Employer.

ARTICLE 23 – TRADITIONAL CULTURAL ACTIVITY LEAVE

23.01 Employees shall be granted special leave with pay, once annually, to a maximum of five (5) working days, in order to participate in traditional hunting, fishing and harvesting and cultural activities and in order to provide for their families and/or the community.

ARTICLE 24 – PUBLIC SERVICE LEAVE

24.01 An employee, other than an employee on leave of absence without pay or under suspension, may be granted public service leave with or without pay for a period of up to a maximum of ten (10) days per fiscal year to do public service work which is in the interest of the Employer or Nunavut. Public service work for the purpose of this clause is limited to:

- (a) attending meetings as an elected or appointed position representing the community;
- (b) participation in firefighting and search and rescue training and missions;
- (c) participating in Canadian Ranger exercises, training and missions.

24.02 Employees seeking public service leave under article 24.01(a) shall complete the required Employer documentation, in advance, setting out any honoraria or fees the employee will be entitled to receive during the period of leave.

24.03 The public service leave described in article 24.01(a) will be either with or without pay depending on the following circumstances:

- (a) where the employee receives fees or honoraria for the public service that is equal to or greater than the daily rate of pay, public service leave is granted without pay;
- (b) where the employee receives fees or honoraria which is less than the daily rate of pay, public service leave will be granted with pay, less the amount of fees or honoraria received by the employee for the period of public service leave;
- (c) where fees or honoraria are not received, public service leave is granted with full pay.

ARTICLE 25 – OTHER TYPES OF LEAVE

Court Leave

25.01 Subject to Clause 25.02 below, leave of absence shall be given to employees who are required to serve on a jury or by subpoena or summons to attend as a witness in any proceeding held:

- (a) in or under the authority of a court of justice or before a grand jury;

- (b) before a court, judge, justice, magistrate, or coroner;
- (c) 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;
- (d) 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;
- (e) 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.

25.02 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.

Leave Without Pay

25.03 The Employer may grant short or long term leave without pay and benefits.

Compassionate Care Leave

- 25.04(a) Both parties recognize the importance of access to leave to provide care and support to a gravely ill family member who has significant risk of death.
- (b) For the purpose of this article, the definition of family member will be as per the Compassionate Care Leave provisions in sub-section 23.1(1) of the Employment Standards Act.
 - (c) An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate is issued; or
 - (ii) if the leave was commenced before the certificate was issued, the day the leave was commenced.

- (d) An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- (e) Request for Leave shall be made in writing and submitted to the SAO or his/her delegate.
- (f) Benefits During Leave
 - (i) Periods of Compassionate Care Leave shall leave be counted as time worked. Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.
- (g) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.
- (h) 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.

Compassionate Care Leave Allowance

- 25.05 Where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits, the employee may utilize his/her special leave credits.
- 25.06 Employees shall be returned to work from a period of Compassionate Care Leave to their same, or equivalent position at the same rate of pay. Should an employee become eligible for a pay increment or pay revision while on Compassionate Care leave, the employee shall be paid the new rate of pay when he or she returns to work.
- 25.07 If, on the date of signature of this Agreement, any employee is currently on Compassionate Care leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.
- 25.08 While an employee is on Compassionate Care Leave without pay, if the employee wishes to continue on the NEBS benefits and RRSP plan, the employee shall so indicate to the Employer in writing and

- (a) At the end of each four weeks of leave, provide the Employer with the employee share of NEBS benefit premiums, whereupon the Employer will submit both the employee contribution and the Employer contribution to NEBS; and
- (b) At any time throughout the Compassionate Care Leave, submit to the Employer a contribution to the RRSP plan up to the maximum allowed in Article 43, whereupon the Employer will match this amount and will submit both the employee contribution and the Employer contribution to Standard Life.

ARTICLE 26 - HOURS OF WORK

26.01 The work week shall be Monday to Friday inclusive with a scheduled work day of:

- (a) Seven and one-half (7.5) consecutive hours, exclusive of a lunch period for shop, outside and maintenance workers. The usual hours of work shall be between 8:30 a.m. and 5:00 p.m.
- (b) Seven and one-half (7.5) consecutive hours, exclusive of a lunch period for office and administration workers, the usual hours of work shall be between the hours of 8:30 a.m. and 5:00 p.m.

26.02 Part-time employees shall not be subject to the above-prescribed hours of work, but shall be assigned as required to hours of work, which shall not exceed the normal hours of work for a full-time position.

Breaks

26.03 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid point of the first half of their shift, and shall be entitled to a rest period, with pay, of fifteen (15) minutes duration, commencing on or about mid point of the second half of their shift. All employees except airport communicators may absent themselves from their place of work during such rest periods, but for each such rest period shall not be absent with pay from their place of work for more than fifteen (15) minutes.

Meal Break

26.04 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the workday as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

ARTICLE 27 - PAY

- 27.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Rates of Pay appendix.
- 27.02 An employee holding a position for which there is a minimum and maximum rate of pay shall be granted annual increases in pay at the rates specified until he reaches the maximum for the position. Where an annual increase and a negotiated increase are effective on the same date, the annual increase shall be applied first and the resulting rate shall be revised in accordance with the negotiated increase.
- 27.03 Employees shall be paid on a bi-weekly basis with paydays being every second Thursday.
- 27.04 Employees who have earned overtime compensation, other than time off in lieu, or any other extra allowances in addition to their regular pay, shall receive such remuneration in the pay period when such compensation was earned. When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

Pay Period During Vacation

- 27.05 When an employee is going on vacation with a pay period occurring during the leave, the employee may request their paycheque before they leave. The written request shall be received by the Employer at least five (5) days prior to their last day of work. The Employer will make every effort to have the paycheque issued at 3:00 pm two (2) days prior to start of leave but no later than one (1) day prior to start of leave.

Acting Pay

- 27.06 When an employee is required in advance, in writing, by the Employer or his or her designate, to perform the duties of a higher classification on an acting basis, for a period of three (3) days or greater, he or she shall be paid the acting pay calculated from the date on which he or she commenced to act as if the employee had been appointed to that higher classification level (at the new Employee Rate), or a premium of ten per cent (10%) of his or her existing rate, whichever is greater, to a maximum level of the pay rate of the person the employee is replacing, for the period in which he or she acts.

ARTICLE 28 - OVERTIME

28.01 In this Article:

- (a) "straight time rate" means the hourly rate of remuneration;
- (b) "time and one-half" means one and one-half times the straight time rate;
- (c) "double time" means two (2) times the straight time rate;
- (d) "authorized" means the employee receiving his supervisor's request or permission in advance of overtime commencing.

28.02 An employee who is authorized to work overtime shall be compensated for each completed fifteen (15) minutes of overtime worked by him subject to a minimum payment of one half (½) hour at the overtime rate.

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

28.04 Except in an emergency or an unusual circumstance the Employer shall make every reasonable effort to:

- (a) allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work; and,
- (b) to give employees who are required to work overtime reasonable advance notice of this requirement.

28.05 Except in an emergency, an employee may for cause refuse to work overtime, providing he places his refusal in writing.

28.06 An employee who is required to work overtime shall be entitled to a minimum of one half (½) hours pay at the appropriate rate described below. Overtime work shall be compensated at time and one-half of an employee's regular rate of pay except that:

- (a) overtime worked in excess of four (4) consecutive hours either preceding or following an employees regular shift; and

- (b) overtime worked in excess of eight (8) consecutive hours on an employee's first day of rest; and
- (c) overtime worked on an employee's second day of rest shall be compensated at double time.

28.07 An employee shall be granted, upon written request, time-off in lieu of compensation for overtime worked. Lieu time off shall be taken at a time which is mutually agreed by the employee and the Hamlet, but shall not be unreasonably denied by the Employer. The dollar value of lieu time shall be accumulated at the applicable overtime rate, and may be liquidated in whole or in part at any time by the employee.

28.08 Where an employee is required to work three (3) or more hours of overtime immediately following his regularly scheduled hours of work, and because of operational requirements, the employee is not permitted to leave his place of work, the Hamlet will either provide the employee with a meal or meal allowance at the duty travel rate.

ARTICLE 29 - CALL-BACK AND REPORTING PAY

Callback Pay

29.01 When an employee is recalled to work overtime on a Designated Paid Holiday or from vacation leave he shall be paid the greater of compensation:

- (a) at the appropriate overtime rate; or
- (b) compensation equivalent to four (4) hours pay at the straight time rate.

Callout Pay

29.02 When an employee is recalled to work overtime, after their regularly scheduled hours of work, he shall be paid the greater of compensation:

- (a) at the appropriate overtime rate; or
- (b) compensation equivalent to four (4) hours pay at the straight time rate.

29.03 If an employee is called for a second or subsequent call during the four (4) hours for which he is already receiving compensation under Article 29.01 or 29.02, he or she shall not receive an additional minimum four (4) hours pay for the second or subsequent call. He or she will receive a minimum of four (4) hours

compensation pursuant to Article 29.01 or 29.02, or pay at the applicable overtime rate for the actual hours worked, whichever is greater.

Reporting Pay

- 29.04 If an employee reports to work on his regular work day and the Employer notifies him that there is insufficient or no work available he is entitled to four (4) hours pay at the straight time rate.
- 29.05 When an Employee is required to work under Article 29.01 or 29.02, he or she will only receive pay under either Article 29.01 or 29.02.

ARTICLE 30 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 30.01 Where an employee is required to travel on behalf of the Employer, he shall be paid when the travel occurs on a:
- (a) regular work-day, as though he were at work for all hours travelled; or,
 - (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- 30.02 For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or busses, but is exclusive of overnight stopovers.
- 30.03 The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.
- 30.04 Where an employee is absent from home on a Designated Paid Holiday or day of rest on behalf of the Employer, they shall receive payment equivalent based on an eight (8) minute long distance Saturday afternoon discounted personal call from the duty travel location to Pangnirtung.
- 30.05 Only Clause 30.04 of the above entitlements shall apply to an apprentice while travelling to or from trades school on a day of rest or Designated Paid Holiday or while in attendance at trades school.

ARTICLE 31 – CLASSIFICATION

31.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within ninety (90) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

Statement of Duties

31.02 When an employee is first hired the Employer shall, provide the employee with a written Statement of Duties.

ARTICLE 32 - TRANSFERS AND VACANCIES

32.01 The Hamlet may transfer employees from one position to another on a temporary basis. Such temporary transfers shall not exceed thirty (30) calendar days.

32.02 New employees shall not be hired when there are permanent employees on lay-off qualified to perform the job.

ARTICLE 33 - EMPLOYEE FILES

33.01 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, by the provision of a copy thereof at the time of filing or within reasonable time thereafter.

33.02 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 eighteen (18) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

33.03 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.

33.04 There shall be only one official file for each employee.

ARTICLE 34 - SUSPENSION AND DISCIPLINE

- 34.01 In the event of a proposed suspension without pay of a duration of three (3) days or longer, or a proposed termination, the following procedures shall be followed.
- 34.02 Failing a suitable resolution by the Employer, in addition to the normal grievance and arbitration procedure in Article 35, the employee will, at his or her option, be entitled to a "provisional arbitration" to be held within one (1) week of the meeting of the Employer's decision or a later date mutually agreed upon.
- 34.03 The "Provisional Arbitrator" will be mutually agreed upon by the Employer and the Union. If agreement can not be reached a "Provisional Arbitrator" will be appointed as specified by the appropriate legislation.
- 34.04 The "Provisional Arbitrator" will be heard in Pangnirtung unless in the interest of expediency a different location is mutually agreed upon.
- 34.05 An immediate verbal decision will be given by the "Provisional Arbitrator" following the case presentation. This decision will be without prejudice to the ultimate arbitration under Article 35.
- 34.06 The "Provisional Arbitrator" will be empowered to order that the employee be reinstated to work at his or her current level of pay and benefits or to uphold the Employer's decision on an interim basis.
- 34.07 Should the "Provisional Arbitrator" decide to reinstate an employee, and the Arbitrator in the ultimate arbitration hearing provided for in Article 35 decide against the employee, the employee shall not be ordered nor required to pay back any amount of money.

ARTICLE 35 - ADJUSTMENT OF DISPUTES

- 35.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or of an arbitral award;

